



## **Regular Board of Trustees meeting - January 18, 2022**

El Paso Community College  
9050 Viscount Blvd, Board Room  
Jan 18, 2022 4:30 PM

### **Table of Contents**

#### **1. General Functions**

A REGULAR MEETING of the Board of Trustees of the El Paso County Community College District will be held on Tuesday, January 18, 2022 beginning at 4:30 p.m. This Regular meeting will be held at the Administrative Service Center located at 9050 Viscount Blvd, Board of Trustees Room - #A200, El Paso, TX 79925 and will be viewable through the EPCC YouTube channel refer to the link <https://www.youtube.com/user/goepcc>

##### **1.1. CALL TO ORDER**

##### **1.2. ROLL CALL**

##### **1.3. EXECUTIVE & CLOSED SESSION**

The Board of Trustees may conduct an executive or closed session pursuant to Chapter 551 of the Texas Government Code for one or more of the following reasons: (1) Consultation with its attorney to seek or receive legal advice or consultation regarding pending or contemplated litigation or for any purpose authorized by law; (2) discussion about the value or transfer of real property; (3) discussion about a prospective gift or donation; (4) consideration of specific personnel matters; (5) discussion about security, personnel or devices; or (6) discussion of certain economic development matters. The Board may also announce that it will go into executive session on any item listed on this agenda if the subject matter is permitted for a closed session by provisions of Chapter 551 of the Texas Government Code. Any vote regarding these items shall be taken in open session.

###### **1.3.1. Discussion with legal counsel regarding**

pending litigation styled, Rhonda Brown v. El Paso County Community College District, in the County Court at Law Number Three of El Paso County, Texas, Cause Number 2020-DCV-1845, pursuant to Section 551.071 of the Texas Government Code.

###### **1.3.2. Discussion with legal counsel regarding**

proposed contract termination and dismissal of employee in the Department of Art, Communication, Career and Technical Education, and Social Sciences, and related matters, pursuant to Section 551.074 of the Texas Government Code.

###### **1.3.3. Discussion with legal counsel regarding**

personnel matters related to the COVID-19 pandemic, including the Occupation and Safety Health Administration's Temporary Emergency Standard on COVID-19 Vaccination and Testing, and related matters, pursuant to Section 551.074 of the Texas Government Code.

1.3.4. Discussion with legal counsel regarding Rate 41 with El Paso Electric, pursuant to Section 551.071 of the Texas Government Code.

1.3.5. Discussion with legal counsel regarding redistricting, pursuant to Section 551.071 of the Texas Government Code.

1.3.6. Discussion with legal counsel regarding FERPA duties and obligations, pursuant to Section 551.071 of the Texas Government Code.

1.3.7. Discussion with legal counsel regarding the exercise of option year (s) for legal services agreement between the College and ScottHulse, P.C., pursuant to Section 551.071 of the Texas Government Code.

1.3.8. Discussion with legal counsel regarding a charitable grant to the College of \$30 million from the National Philanthropic Trust, pursuant to Section 551.073 of the Texas Government Code.

#### **1.4. APPROVAL of MINUTES**

Action item The minutes recorded in the agenda are a summary of the presentations and actions taken. Tape recorded minutes comprise the full official minutes.

**1.4.1. November 16, 2021 Facilities & Finance Meeting.....8**  
Facilities and Finance Committee Meeting Minutes- November 16 2021.pdf.....8

**1.4.2. November 16, 2021 Regular Meeting.....11**  
Regular Board of Trustees Meeting Minutes- November 16 2021.pdf.....11

#### **1.5. WELCOME to GUESTS & STAFF MEMBERS**

#### **1.6. OPEN FORUM**

The El Paso Community College, TASB policies limit individual presentations for any individual to three minutes under TASB BDB (Local).

#### **1.7. PRESENTATIONS by INDIVIDUALS, GROUPS, & ORGANIZATIONS**

**1.7.1. Dr. William Serrata, College President, will recognize individuals who have retired from the College District.**

**1.7.2. Dr. William Serrata, College President, will present the Certificate of Achievement for Excellence in Financial Reporting for fiscal year 2020 .....24**

to Ms. Josette Shaughnessy (vice president, Financial and Administrative Operations), Mr. Fernando Flores (associate vice president, Budget and Financial Services and Ms. Ana P. Zuniga (comptroller).

083120 ACFR 5 - Certificate.pdf.....24

**1.7.3. Mr. Rene D. Peña, CPA (Peña Briones McDaniel & Co. PC) will present the audit results for the fiscal year 2021 financial statements.**

**1.7.4. Optional presentations will be made by the presidents of the Classified Staff Association, the Professional Staff Association, the Faculty Association, and the Student Government Association.**

#### **1.8. COMMUNICATIONS**

**1.8.1. Discussion and review by the Board of Trustees of data, statistics, policies, and general information related to the College District.**

## **1.9. BOARD of TRUSTEES BUSINESS**

Action item

**1.9.1. Discussion and take possible action regarding pending litigation styled, Rhonda Brown v. El Paso County Community College District, in the County Court at Law Number Three of El Paso County, Texas, Cause Number 2020-DCV-1845.**

**1.9.2. Discussion and take possible action regarding proposed contract termination and dismissal of employee in the Department of Art, Communication, Career and Technical Education, and Social Sciences.**

**1.9.3. Discussion and take possible action regarding personnel matters related to the COVID- 19 pandemic, including the Occupation and Safety Health Administration's Emergency Temporary Standard on COVID-19 Vaccination and Testing, and related matters.**

**1.9.4. Discussion and action to approve option year (s) for legal services agreement between the College and ScottHulse, P.C.**

**1.9.5. Discussion and action to authorize Dr. William Serrata to execute a letter of support and/or no objection on behalf of the College for a minor boundary modification applications of Foreign-Trade Zone (FTZ) No. 68 for the following properties:.....25**

El Paso Communications, Inc. (EPCOM) at 1630 E. Paisano Drive, El Paso, TX 79901      OLA Logistics at 11350 James Watt Drive, El Paso, TX 79936  
Expeditors International of Washington, Inc. 1401 Pullman Drive, El Paso, TX 79936  
(Subzone Expansion)

1.9.5.1-11 Foreign Trade Zone Minor Boundary Modification FTZ 2021.pdf.....25

**1.9.6. Discussion and take possible action to create endowment for the \$30 million charitable grant to the College from the National Philanthropic Trust.....1**

## **1.10. BOARD REPORTS**

### **1.10.1. Treasurer's Report**

No action is necessary at this time.

**1.10.1.1. October 31, 2021.....37**  
FINAL\_October2021\_FinancialStatements.pdf.....37

**1.10.1.2. November 30, 2021.....66**  
FINAL\_November2021\_FinancialStatements.pdf.....66

**1.10.1.3. December 31, 2021.....95**  
FINAL\_Dec2021\_FinancialStatements.pdf.....95

### **1.10.2. President's Report**

**1.10.2.1. Dr. William Serrata, College President, will update the Board of Trustees and audience on recent events that have transpired at the College to include an update on the COVID-19 pandemic and appropriate actions taken.**

## **1.11. CONSENT DOCKET**

Action item      Note: Includes items: 3.2 & 8.1

## **2. ADMINISTRATION**

EPCCCD policies and TASB policies

### **2.1. The 13 TASB policies under Local Manual Update 42 are presented for review and comment.....124**

No Action required at this time.      Resource Person: Julie Penley

2.1 ABSTRACT 13 TASB Board Policy 1st reading U42 revisions.docx.....124

2.1 (13) TASB POLICIES BBD(LOCAL)\_with edits - GCB (LOCAL).pdf.....127

### **2.2. The 4 TASB policies (DGBA, DIAB, DMAB, FFDB) are presented for 1st reading and approval.....170**

Action item      Resource Person: Julie Penley

2.2 ABSTRACT 4 TASB Board Policies 1st reading & approval.docx.....170

2.2 (4) TASB POLICIES DGBA, DIAB,DMAB,FFDB (LOCAL).pdf.....171

### **2.3. TASB CAK Board Policy is presented for 2nd reading and approval.....189**

Action item      Resource Person: Julie Penley

2.3 ABSTRACT TASB CAK Board Policy 2nd reading and approval.docx.....189

2.3 TASB CAK(L)-AJC\_with edits\_102521.pdf.....190

### **2.4. TASB GL Board Policy is presented for 2nd reading and approval.....200**

Action item      Resource Person: Julie Penley

2.4 ABSTRACT TASB GL Board Policy 2nd reading and approval.docx.....200

2.4 TASB Policy GL(Local)\_with edits.pdf.....201

## **3. PERSONNEL**

Action items ONLY 3.1 and 3.2.

### **3.1. Discussion and action to approve full-time staff and faculty recruited in positions funded by the institutional budget.....202**

FINAL 3.1 Institutionally funded appointments and extensions.pdf.....202

### **3.2. Discussion and action to approve full-time staff and faculty recruited in positions funded by grants and/or contracts.....207**

FINAL 3.2 Externally funded extensions.pdf.....207

### **3.3. Information items – Resignations and retirements .....208**

No action required

FINAL 3.3 Resignations and Retirements.pdf.....208

## **4. FINANCIAL SERVICES**

Action item

**4.1. Discussion and action on the approval to purchase a CommVault System hardware upgrade and maintenance solution for increased data recovery from SHI Government Solutions in the amount of \$255,069.....212**

Resource Person: Jenny Giron

4.1 \$255068.37 CommVault Systems\_Abstract (01.05.22) .docx.....212

**4.2. Discussion and action on the approval of a three-year software maintenance and support contract with Ad Astra Information Systems, LLC. in an amount not to exceed \$194,646.....213**

Resource Persons: Steven Smith, Jenny Giron

4.2 \$194646 Ad Astra\_Abstract (01.11.22) .docx.....213

4.2 2022-2025 Ad Astra Sole Source Memo.pdf.....214

4.2 2022-2025 Ad Astra\_Sole Source Agreement.pdf.....215

**4.3. Discussion and action on the approval of a one-year Banner Technical Advisory Services & Technology Support contract with Ellucian Company, L.P. in an amount not to exceed \$141,240.....216**

Resource Person: Jenny Giron

4.3 NTE \$141,240 Ellucian Banner Technical Services and Technology Support (01.13.22) .docx.....216

4.3 2022-2023\_Memo\_Banner Technical Services and Technology Support.....217

4.3 El Paso CC - Sole Source.docx .pdf.....218

**5. PHYSICAL FACILITIES - NONE**

**6. CURRICULUM AND INSTRUCTION**

Action item

**6.1. Discussion and action on the approval of the Expansion of Dual Credit Faculty for College and Career Readiness School Models (CCRSM) Memorandum of Understanding between EPCC, UTEP and YISD.....219**

Resource Person: Steven Smith

6.1 Abstract\_(CCRSM) Memorandum of Understanding\_112321.docx.....219

6.1 MOU CCRSM\_YISD\_UTEP\_EPCC\_112321.pdf.....220

**6.2. Discussion and action on the approval of the Expansion of Dual Credit Faculty for College and Career Readiness School Models (CCRSM) Memorandum of Understanding between EPCC, UTEP and Clint ISD.....225**

Resource Person: Steven Smith

6.2 Abstract\_Clint\_ISD\_EPCC\_UTEP\_MOU\_112321.docx.....225

6.2 MOU\_CISD\_and\_UTEP\_CCRSM\_112321.pdf.....226

**6.3. Discussion and action on the acceptance of an Interlocal Agreement with the Cancer and Chronic Disease Consortium (CCDC) in the amount of \$2,316.....232**

Resource Person: Steven Smith

6.3 Abstract Interlocal\_Agreement\_CCDC\_STS-EPCC\_\$2316.48\_121421.docx...232

6.3 Interlocal Agreement\_EPCC and Cancer and Chronic Disease Consortium\_121621.pdf.....233

**6.4. Discussion and action on the acceptance of the Texas Higher Education Coordinating Board (THECB) Texas Reskilling and Upskilling for Education (TRUE) Institutional Capacity Grant in the amount of \$366,943.....238**

Resource Person: Steven Smith

6.4 Abstract THECB TRUE Grant \$366,943\_010422.docx.....238

6.4 Grant\_Award\_THECB TRUE\_121021.pdf.....239

**6.5. Discussion and action on the approval of a sub-grant from the University of Texas at El Paso under the Department of Education's Hispanic-Serving Institutions for STEM and Articulation program in the amount of \$350,000 per year for 5 years.....240**

Resource Person: Steven Smith

6.5 Abstract\_UTEP\_Subgrant\_STEM\_Fuerte \$350,000\_112321 FINAL.....240

6.5 Subagreement\_226150919A\_EPCC\_StemFuerte\_112321.pdf.....241

**6.6. Discussion and action on the acceptance of a grant from the Molina Foundation in the amount of \$20,000.....305**

Resource Person: Steven Smith

6.6 Abstract Grant Molina Foundation \_112321.docx.....305

**7. STUDENT SERVICES**

Action item

**7.1. Discussion and action on the approval to partner with GECU to establish an on-site financial institution branch at the Valle Verde Campus, Student Services Center.....306**

Resource Person: Carlos Amaya

7.1 Abstract RFP#22-002 GECU bank January 2022 .docx.....306

7.1 RFP #22-002 Board Agenda Analysis.pdf.....307

7.1 RFP #22-002 Board Agenda Tabulation.pdf.....308

7.1 RFP #22-002 Board Agenda Composite.pdf.....309

**8. COMMUNITY SERVICES**

Consent Docket item      Action item

**8.1. Discussion and action on the approval to accept a piece of equipment donated by Las Palmas Hospital for use in the Respiratory Care Technology Program at the Rio Grande Campus.....310**

Resource Persons: Steven Smith, Keri Moe

8.1 Donation Abstract RSPT program.docx.....310

**9. ADJOURNMENT and announcement of next Board of Trustees meeting**

Action item

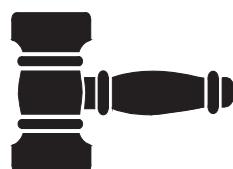
# **EL PASO COUNTY COMMUNITY COLLEGE DISTRICT**

## **BOARD OF TRUSTEES MINUTES**

**November 16, 2021**

**Facilities & Finance Committee**

**REGULAR  
January 18, 2022  
Exhibit 1.4**





## Facilities and Finance Committee Meeting- November 16, 2021 Minutes

El Paso Community College  
Nov 16, 2021 at 4:00 PM MST  
ASC Boardroom- A200

### 1. General Functions

A Facilities and Finance Committee Meeting of the Board of Trustees of the El Paso County Community College District will be held on Tuesday, November 16, 2021, beginning at 4:00 p.m. This meeting will be held at the Administrative Service Center Boardroom- #200, El Paso, TX 79925. The audio/video feed can be found at youtube.com/goepcc. All backup and related materials for the meeting can be accessed at the following link: epcc.edu/Administration/BoardOfTrustees

### 2. Welcome and Call to Order

**The meeting was called to order at 4:10 p.m. by Vice-Chair Carmen Olivas-Graham. She welcomed all staff and guests to the Meeting. Dr. Graham asked Dr. Jenny Girón (Vice-President of Information Technology) to lead the Trustees and audience in the Pledge of Allegiance.**

### 3. Roll Call

#### **Attendance**

##### **Members Present:**

**Carmen Graham, John Uxer Jr., Bonnie Najera, Belen Robles, Christina Sanchez**

##### **Members Absent:**

**Brian Haggerty, Nina Piña**

**All Trustees were present with the exception of Board Chair Brian Haggerty and Trustee Nina Piña. Please note: Secretary Christina Sanchez joined the meeting at 4:12 p.m.**

### 4. Public Comment

The El Paso Community College, TASB policies limit individual presentations for any individual to three minutes under TASB BDB (Local).

**None.**

### 5. Discussion Items

#### 5.1. Discussion Item

Mr. Paulo Peres (Program Manager, ECM) will provide an update briefing on the progress of the Combined Fee Revenue Improvement Bonds, Series 2016 program. Briefing items will include but

are not limited to: a general update including schedule and budget for all six projects, as well as an overall Bond schedule and budget update.

**Mr. Peres updated the Trustees on the Rio Grande project, and commented that it is making good progress. Mr. Peres shared pictures of the completed landscaping, the study rooms, classrooms, and the multi-bed sim lab. He reported that they are working with Arrow Construction for the inspection of the elevators; however, the inspector has not been on-site, which has delayed the Certificate of Occupancy. He commented that the estimated substantial completion date is November 29, 2021.**

**He also reported on the Valle Verde project stating that the A/V work will begin on January 3, 2022, after EPCC IT completes its portion of the network and computer installation. Mr. Peres stated the project will be substantially complete by the beginning of the Spring 2022 semester.**

**Mr. Peres concluded his presentation by providing an overall Bond Budget update mentioning that there has been one major change on the total amount for the Valle Verde project. He stated that faculty at the Valle Verde campus requested an increase in computers on the third floor for a total amount of \$362,524. He commented that the Valle Verde Academic budget increased by \$362,524 from the Miscellaneous Wayfinding budget.**

6. The Board of Trustees may conduct an executive or closed session pursuant to Chapter 551 of the Texas Government Code for one or more of the following reasons:
  - (1) Consultation with its attorney to seek or receive legal advice or consultation regarding pending or contemplated litigation or for any purpose authorized by law; (2) discussion about the value or transfer of real property; (3) discussion about a prospective gift or donation; (4) consideration of specific personnel matters; (5) discussion about security, personnel or devices; or (6) discussion of certain economic development matters. The Board may also announce that it will go into executive session on any item listed on this agenda if the subject matter is permitted for a closed session by provisions of Chapter 551 of the Texas Government Code. Any vote regarding these items shall be taken in open session.
7. Adjournment

**The meeting was adjourned at 4:22 p.m. by unanimous consent.**

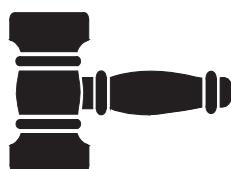
**EL PASO COUNTY COMMUNITY COLLEGE DISTRICT**

**BOARD OF TRUSTEES  
MINUTES**

**November 16, 2021**

**REGULAR**

**REGULAR  
January 18, 2022  
Exhibit 1.4**





# Regular Board of Trustees meeting - November 16, 2021 Minutes

El Paso Community College  
Jan 3, 2022 at 3:00 PM MST  
9050 Viscount Blvd, Board Room

## 1. General Functions

A REGULAR MEETING of the Board of Trustees of the El Paso County Community College District will be held on Tuesday, November 16, 2021, beginning at 4:15 p.m. This Regular meeting will be held at the Administrative Service Center located at 9050 Viscount Blvd, Board of Trustees Room - #A200, El Paso, TX 79925 and will be viewable through the EPCC YouTube channel at [El Paso Community College - YouTube](#)

### 1.1. CALL TO ORDER

The meeting was called to order at 4:28 p.m. by Vice-Chair Carmen Olivas-Graham. Dr. Graham asked Dr. Steven Smith (Vice-President of Instruction and Workforce Education) to lead the Trustees and audience in the pledge of Allegiance.

### 1.2. ROLL CALL

## Attendance

### Members Present:

Carmen Graham, John Uxer Jr., Bonnie Najera, Belen Robles, Christina Sanchez

### Members Absent:

Brian Haggerty, Nina Piña

All Trustees were present with the exception of Board Chair Brian Haggerty and Trustee Nina Piña.

### 1.3. EXECUTIVE & CLOSED SESSION

The Board of Trustees may conduct an executive or closed session pursuant to Chapter 551 of the Texas Government Code for one or more of the following reasons:

(1) Consultation with its attorney to seek or receive legal advice or consultation regarding pending or contemplated litigation or for any purpose authorized by law; (2) discussion about the value or transfer of real property; (3) discussion about a prospective gift or donation; (4) consideration of specific personnel matters; (5) discussion about security, personnel or devices; or (6) discussion of certain economic development matters. The Board may also announce that it will go into executive session on any item listed on this agenda if the subject matter is permitted for a closed session by provisions of Chapter 551 of the Texas Government Code. Any vote regarding these items shall be taken in open session.

#### 1.3.1. Discussion with legal counsel regarding

redistricting, pursuant to Section 551.071 of the Texas Government Code.

- 1.3.2. Discussion with legal counsel regarding pending litigation styled, **Daniel Vasquez v. El Paso County Community College District, in the 120th Judicial District Court of El Paso County, Texas, Cause Number 2021-DCV-0212, pursuant to Section 551.071 of the Texas Government Code.**
- 1.3.3. Discussion with legal counsel regarding pending litigation styled, **Rhonda Brown v. El Paso County Community College District, in the County Court at Law Number Three of El Paso County, Texas, Cause Number 2020-DCV-1845, pursuant to Section 551.071 of the Texas Government Code.**
- 1.3.4. Discussion with legal counsel regarding legal issues related to policies and procedures, including but not limited to, DLB-Local, DMAA-Local, DEC-Local, 3.36.01, and 3.38.01, and College Procedure DK-1, and related matters, pursuant to Section 551.071 of the Texas Government Code.
- 1.3.5. Discussion with legal counsel regarding personnel matters related to the COVID-19 pandemic, including the Occupation and Safety Health Administration's Temporary Emergency Standard on COVID-19 Vaccination and Testing, and related matters, pursuant to Section 551.074 of the Texas Government Code.
- 1.3.6. Discussion with legal counsel regarding one-time incentive payments to eligible employees, pursuant to Section 551.074 of the Texas Government Code.
- 1.3.7. Discussion and action regarding construction and project management agreements, pursuant to Section 551.071 of the Texas Government Code.
- 1.3.8. Discussion and action regarding exchange of real property located immediately adjacent to Mission del Paso campus between the College and County of El Paso, pursuant to Section 551.072 of the Texas Government Code.
- 1.3.9. Discussion regarding the exercise of option year for legal services agreement between College and ScottHulse, P.C., pursuant to Section 551.071 of the Texas Government Code.

#### 1.4. APPROVAL of MINUTES

##### Action item

The minutes recorded in the agenda are a summary of the presentations and actions taken. Tape recorded minutes comprise the full official minutes.

- 1.4.1. September 22, 2021 - Facilities & Finance Meeting
- 1.4.2. September 22, 2021 - Regular BOT Meeting
- 1.4.3. October 2, 2021 - Special Meeting
- 1.4.4. October 21, 2021 - Facilities & Finance Meeting

1.4.5. October 21, 2021 - Regular BOT Meeting

**Motion:**

**Motion moved by Trustee Bonnie Soria Najera and motion seconded by Trustee Belen Robles. Motion passed.**

1.5. WELCOME to GUESTS & STAFF MEMBERS

**Dr. Graham welcomed all staff and guests to the Meeting.**

1.6. OPEN FORUM

The El Paso Community College, TASB policies limit individual presentations for any individual to three minutes under TASB BDB (Local).

**None.**

1.7. PRESENTATIONS by INDIVIDUALS, GROUPS, & ORGANIZATIONS

1.7.1. Dr. Andrew Pena (Executive Director, Human Resources) will present the College District with the National 2021 Higher Education Excellence in Diversity (HEED) Award for the ninth consecutive year.

**Dr. Peña presented the Trustees with the 2021 HEED award. He stated that EPCC was the only community college in the state of Texas, and one of 10 Higher Education Institutions to receive this award. He recognized the departments that provided information for the application, Vice-President Josette Shaughnessy, Mr. Lee Vasquez, Ms. Luz Avila, and Ms. Olga Chavez.**

1.7.2. Optional presentations will be made by the presidents of the Classified Staff Association, the Professional Staff Association, the Faculty Association, and the Student Government Association.

**Ms. Laura Gaither, Classified Staff Association President, reported that this year, CSA decided to donate hygiene products to Mrs. Alexis Anderson, EPCC dance faculty, to assist with her efforts with helping her students who are in need of feminine products; and the Reynolds House to assist with hygiene products for their infant guests.**

**Dr. Albert Burnham, Faculty Association President, addressed the method of instruction for the Spring 2022 semester. He mentioned that some faculty prefer to teach on site and other faculty prefer to go all online, stating that our administration will proceed with the best decision for our faculty and staff. Ms. Margie Nelson-Rodriguez, English Instructor, addressed the vacant tenure track positions that are not**

**filled due to a decline of enrollment. She mentioned that she looks forward to working with administration on the recommendations and strategies to move forward.**

**Ms. Cristina Navarro, Student Government Association President, thanked the Trustees for being able to present their reports virtually during the past Board Meetings. She mentioned that SGA and Campus Life have been working together to register 1,000 students to vote by the end of Spring 2022. She stated that SGA has had a furniture upgrade in the works at the Valle Verde Student Union; SGA will meet with Dean Villalobos, Dean at the Mission del Paso Campus, to discuss a new student union at Mission del Paso. She stated that SGA is working on "blessing bags," gifts that contain socks, snacks, and toiletries along with a breakfast platter for our local homeless population. Ms. Navarro concluded her report by thanking the Trustees for their time and attention.**

#### **1.8. COMMUNICATIONS**

- 1.8.1. Discussion and review by the Board of Trustees of data, statistics, policies, and general information related to the College District.**

**Dr. Julie Penley, Vice President of Research, Accreditation, and Planning, reviewed data on the Education Pursuit and Attainment in the El Paso County. She shared the Community and Student Demographics from Fall 2017 to Fall 2020, the College-Going Rates, and the Education Attainment from 2015 to 2019.**

#### **1.9. BOARD of TRUSTEES BUSINESS**

Action item

- 1.9.1. Discussion and take possible action regarding**

**pending litigation styled, Daniel Vasquez v. El Paso County Community College District, in the 120th Judicial District Court of El Paso County, Texas, Cause Number 2021-DCV-0212.**

Item 1.9.1 through 1.9.5 will be addressed after Executive Session.

Item 1.9.1 was the first item addressed upon reconvening.

**Motion:**

**No action taken.**

- 1.9.2. Discussion and take possible action regarding**

pending litigation styled, Rhonda Brown v. El Paso County Community College District, in the County Court at Law Number Three of El Paso County, Texas, Cause Number 2020-DCV-1845, pursuant to Section 551.071 of the Texas Government Code.

**Motion:**

**No action taken.**

- 1.9.3. Discussion and take possible action regarding policies and procedures, including but not limited to, Policies: DLB-Local, DMAA-Local, DEC-Local, 3.36.01, and 3.38.01, and College Procedure: DK-1, pursuant to Section 551.071 of the Texas Government Code.

**Motion:**

**Motion moved by Secretary Christina Sanchez and motion seconded by Ms. Najera to change the language from page 1 from "with" to "without" and "without" to "with" under the Suspension with Pay and Suspension without Pay policy only, and change "Executive Director of Human Resources" to Executive Director of Employee Relations and Compliance" throughout the policy. Motion passed.**

- 1.9.4. Discussion and take possible action regarding personnel matters related to the COVID-19 pandemic, including the Occupation and Safety Health Administration's Emergency Temporary Standard on COVID-19 Vaccination and Testing, and related matters, pursuant to Section 551.074 of the Texas Government Code.

**Motion:**

**No action taken.**

- 1.9.5. Discussion and take possible action regarding one-time incentive payments to eligible employees, pursuant to Section 551.074 of the Texas Government Code.

**Motion:**

**Motion moved by Ms. Sanchez and motion seconded by Ms. Najera to apply the rules and parameters regarding the one-time incentive payment as discussed in Executive Session. Motion passed.**

## 1.10. BOARD REPORTS

### 1.10.1. Treasurers' Report

No action is necessary.

1.10.1.1. August 31, 2021

1.10.1.2. September 30, 2021

No action was required.

### 1.10.2. President's Report

- 1.10.2.1. As part of the President's Report, Dr. William Serrata, College President, will present the 2020-2021 Title IX Annual Data Summary Report.

**Dr. Serrata reported that under the Texas Education Code (TEC) Section 51.252, the District has had one investigation conducted which concluded that there were no findings of a policy violation; there was an incident reported concluding in an employee disciplinary sanction, and zero incidents reported that concluded with student disciplinary sanction. He stated that there was one report under Section 51.252 of the TEC which the institution determined not to initiate a disciplinary process. He reported that under Section 51.255, there were zero reports that were received which include allegations of an employee's failure to report or someone who submits a false report to the institution.**

- 1.10.2.2. Dr. William Serrata, College President, will update the Board of Trustees and audience on recent events that have transpired at the College to include an update on the COVID-19 pandemic and appropriate actions taken.

**Dr. Serrata informed the Trustees that EPCC is a recipient of a \$50,000 grant from Microsoft Philanthropies to support its Cybersecurity program. The funding will be used to procure mentorship and cutting-edge curriculum from the National Cybersecurity Training and Education Center to build faculty knowledge through Microsoft training and certifications. He mentioned that EPCC's Community Education Program was named an award finalist in the Instructional Programs & Services category for the highly-coveted Bellwether Awards. Bellwether finalists represent leading community colleges whose outstanding and innovative programs and practices were recognized as exemplary. He reported that Mr. Lawrence Welsh, English Professor at EPCC and an award-winning author, published "American Skull"- a book of poetry about vast deserts, lost highways, desperate cities and the borderlands.**

He mentioned that Mr. Jorge Gomez, Associate Professor of English and faculty advisor for the Papagayo Project at the Rio Grande campus, has established the Papagayo International Scholarship to support students who are not eligible for Federal Student Aid, or who might be paying out-of-state tuition. Dr. Serrata stated that Mario Ulloa, an EPCC Alumnus, hosted a solo Art Show at the International Museum of Art.

He informed the Trustees that the Tejanas won the National Junior College Athletic Association District V Regional Championships in Hobbs, New Mexico Junior College; the Tejanas were led by Faith Nyathi who finished first, winning the individual championship. He commented that the men's team finished second; Adams Biwott finished first, winning the individual championship.

He mentioned that since the last Board Meeting held on October 21, 2021, he attended: an Early Matters El Paso General Meeting; an Excelencia in Education event in Washington, DC; the AACC Fall Meeting in Arlington, VA; the Aspen Presidential Fellowship; the Future of Work: Main Committee Meeting for the Borderplex Alliance; the Roundtable on Impact on Healthcare, Education, and the Economy with Dr. Heather Wilson, UTEP President, and Mr. Archie Holmes, UT System Executive Vice Chancellor; and an Achieving the Dream Coach Exit with Ms. Diane Troyer. Dr. Serrata stated that he had participated in: the SACSCOC Reaffirmation Visit in Northern Virginia Community College; the Federal Reserve Board Virtual Higher Education Roundtable; a TACC Community College Finance Steering Committee Meeting; a Texas Student Success Council Meeting; and the UTEP/EPCC Transfer Agreement Signing Ceremony with special guests from Excelencia- Sarita Brown and Deborah Santiago.

Dr. Serrata concluded his report by providing a COVID report, commenting that there has been a rise in the average number of daily cases, and for the last three weeks, this number has been over the recommended 212 cases per day. He stated that the infection rate is rising, but it is under the recommended ten percent, and the 7-day rolling average continues to be above the recommended five percent. He recommended to continue on

**Phase 2 of our Return to Campus Plan, which is 50% capacity with 100% of the staff participating.**

1.11. CONSENT DOCKET

Action item

Note: Includes item 3.2

**Motion:**

**Motion moved by Ms. Sanchez and motion seconded by Ms. Najera. Motion passed.**

2. ADMINISTRATION

**EPCCCD policies and TASB policies**

2.1. To delete existing El Paso County Community College District Board Policies that are outdated and no longer needed.

Action item

Resource Person: Julie Penley

**Motion:**

**Motion moved by Ms. Najera and motion seconded by Dr. Graham. Motion passed.**

2.2. TASB CAK policy is presented for 1st reading, review and comment.

**No Action Required**

**CAK (Appropriations and Revenue Sources- Investments)**

Resource Person: Julie Penley

**No action was required.**

2.3. TASB GL policy is presented for 1st reading, review and comment.

**No Action Required**

**GL (Relations with Businesses and The Community)**

Resource Person: Julie Penley

**No action was required.**

2.4. TASB DMAA policy is presented for 3rd reading and approval.

Action item

**DMAA (Term Contracts-Termination mid-contract)**

Resource Person: Julie Penley

**Item was moved to discuss in Executive Session.**

**Motion:**

**Motion moved by Dr. Graham and motion seconded by Ms. Najera. Motion passed.**

### 3. PERSONNEL

Action items ONLY 3.1 and 3.2.

3.1. Discussion and action to approve full-time staff and faculty recruited in positions funded by the institutional budget.

**Motion:**

**Motion moved by Ms. Sanchez and motion seconded by Ms. Najera. Motion passed.**

3.2. Discussion and action to approve full-time staff and faculty recruited in positions funded by grants and/or contracts.

**Item was included in the Consent Docket.**

3.3. Information items – Resignations

No action required

### 4. FINANCIAL SERVICES

Action item

4.1. Discussion and action on the approval of the renewal of a campus-wide annual support agreement with Oracle America, Inc. in the amount of \$676,518.

Resource Person: Jenny Giron

**Motion:**

**Motion moved by Mrs. Robles and motion seconded by Ms. Sanchez. Motion passed.**

4.2. Discussion and action on the approval to renew annual services for portable Wi-Fi hotspot devices from T-Mobile USA, Inc. for online instruction and work-at-home in the amount of \$129,948.

Resource Person: Jenny Giron

**Motion:**

**Motion moved by Ms. Najera and motion seconded by Mrs. Robles. Motion passed.**

4.3. Discussion and action on the approval to award a five (5) year contract to Barnes & Noble Booksellers, LLC for providing bookstore services.

Resource Person: Josette Shaughnessy

**Motion:**

**Motion moved by Ms. Najera and motion seconded by Mrs. Robles. Motion passed.**

5. PHYSICAL FACILITIES - NONE

6. CURRICULUM AND INSTRUCTION

Action item

6.1. Discussion and action on the approval of a contract with CBEEESC, Inc.-Strut Learning for an adaptive Learning Management System to support EPCC Competency Based Education (CBE) programming in an amount not to exceed \$957,280.

Resource Person: Steven Smith

**Motion:**

**Motion moved by Ms. Najera and motion seconded by Mrs. Robles. Motion passed.**

6.2. Discussion and action on the approval of a cooperative agreement from the University of Texas at San Antonio and the U. S. Small Business Administration in the amount of \$354,622.

Resource Person: Steven Smith

**Motion:**

**Motion moved by Ms. Najera and motion seconded by Dr. Graham to approve items 6.2, 6.3, and 6.4. Motion passed.**

6.3. Discussion and action on the approval of an Emergency Medical Services agreement with the El Paso Independent School District to teach Emergency Medical Services Program (EMSP) courses to El Paso High School students in the amount of \$15,337.

Resource Person: Steven Smith

**Motion:**

**Item passed.**

6.4. Discussion and action on the acceptance of a grant from the Department of Education Developing Hispanic Serving Institutions Program–Title V grant, AccelerateMyDegree@EPCC in the amount of \$2,660,437.

Resource Person: Steven Smith

**Motion:**

**Item passed.**

6.5. Discussion and action on the acceptance of a grant from the Texas Workforce Commission in the amount of \$193,765.

Resource Person: Steven Smith

**Motion:**

**Motion moved by Ms. Najera and motion seconded by Dr. Graham to approve items 6.5 and 6.6. Motion passed.**

6.6. Discussion and action on the acceptance of a grant from the U.S. Department of Labor (DOL) Susan Harwood Targeted Topic Training Program in the amount of \$160,000.

Resource Person: Steven Smith

**Motion:**

**Item passed.**

6.7. Discussion and action on the acceptance of a grant from the James A. "Buddy" Davidson Charitable Foundation in the amount of \$41,670.

Resource Person: Steven Smith

**Motion:**

**Motion moved by Ms. Najera and motion seconded by Ms. Sanchez. Motion passed.**

6.8. Discussion and action on the acceptance of a grant award from the Texas Workforce Commission in the amount of \$21,000.

Resource Person: Steven Smith

**Motion:**

**Motion moved by Dr. Graham. Item passed.**

**Dr. Steve Smith, Vice President of Instruction and Workforce Education, recognized the following employees for their contribution and hard work in securing the various grants: Mr. Joe Ferguson, Ms. Luz Taboada, Mr. Barry Bogle, Dean Joshua Villalobos, Mr. Rob Rohrbaugh, and Dr. Carmen Aguilera-Goerner.**

**7. STUDENT SERVICES**

Action item

7.1. Discussion and action on the approval of Continuing Education tuition rates for new courses.

Resource Person: Steven Smith

**Motion:**

**Motion moved by Dr. Graham and motion seconded by Ms. Najera. Motion passed.**

7.2. Discussion and action on the approval of Continuing Education tuition rates for revised courses.

Resource Person: Steven Smith

**Motion:**

**Motion moved by Dr. Graham and motion seconded by Ms. Najera. Motion passed.**

8. COMMUNITY SERVICES - NONE

**The Board of Trustees recessed into Executive Session at 5:38 p.m. They reconvened at 7:57 p.m.**

**Item 1.9.1 was the first item addressed upon reconvening.**

9. ADJOURNMENT and announcement of next Board of Trustees meeting

Action item

**Motion:**

**Dr. Graham announced that the next Board Meeting will be held on December 9, 2021. The Facilities and Finance Meeting will begin at 4:00 p.m., and the Regular Board Meeting will begin at 4:15 p.m.**

**Motion moved by Dr. Graham. The meeting was adjourned at 8:01 p.m. by unanimous consent.**



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**El Paso County Community College District  
Texas**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

August 31, 2020

*Christopher P. Morrell*

Executive Director/CEO

SAMPLE LETTER

November 15, 2021

David Panko  
Foreign-Trade Zone Manager  
FTZ No. 68  
City of El Paso  
501 George Perry Blvd, Suite I  
El Paso, TX 79925

Re: Foreign Trade Zone Minor Boundary Modification

Dear Mr. Panko,

On behalf of the El Paso Community College, I wish to express my support for the Minor Boundary Modification Applications of Foreign-Trade Zone (FTZ) No. 68 for the following properties:

El Paso Communications, Inc (EPCOM) at 1630 E. Paisano Drive, El Paso, TX 79901;  
OLA Logistics at 11350 James Watt Drive, El Paso, TX 79936; and  
Expeditors International of Washington, Inc. at 1401 Pullman Drive, El Paso, TX 79936 (Subzone Expansion).

These companies will be able to use an FTZ to improve their international competitiveness, while helping the growth of international trade and economic development in the region.

We support the FTZ application to include these properties.

Sincerely,

Dr. William Serrata  
President El Paso Community College

## RESOLUTION

**WHEREAS**, the City of El Paso, as recipient of a grant of authority from the U.S. Foreign Trade Zones Board, is authorized to establish, operate, and maintain Foreign Trade Zone No. 68;

**WHEREAS**, the City of El Paso, by and through its Department of Aviation, established and owns, operates, and maintains Foreign Trade Zone No. 68 in order to expedite and encourage foreign commerce in the El Paso region;

**WHEREAS**, the City of El Paso desires to submit a minor boundary modification for Subzone designation application to the U.S. Foreign Trade Zone Board to modify the boundaries of Foreign Trade Zone No. 68 to include a new site which will be used primarily for distribution operations; and

**WHEREAS**, the City of El Paso desires the minor boundary modification for Subzone designation application be subject to the activation limit under the traditional site framework.

### **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Director of Aviation or designee be authorized to submit a minor boundary modification for Subzone designation application, including all supporting documents and coordinate with taxing entities for letters of support, to the U.S. Foreign Trade Zone Board, which will modify the boundaries of Foreign Trade Zone No. 68 to include the following:

**N W BURDETTE SURV 2 ABST #11 1.741 ACRES BTW PAISANO & DELTA W OF COLES E OF T & P R O W, City of El Paso, El Paso County, Texas, commonly known as **1630 E. Paisano, El Paso, Texas 79901**.**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF EL PASO**

**ATTEST:**

---

Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

---

*J. Flores*  
Josette Flores  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

---

Samuel Rodriguez, P.E.  
Director of Aviation

---

David R. Panko,  
Foreign Trade Zone Manager

## RESOLUTION

**WHEREAS**, the City of El Paso, as recipient of a grant of authority from the U.S. Foreign Trade Zones Board, is authorized to establish, operate, and maintain Foreign Trade Zone No. 68;

**WHEREAS**, the City of El Paso, by and through its Department of Aviation, established and owns, operates, and maintains Foreign Trade Zone No. 68 in order to expedite and encourage foreign commerce in the El Paso region;

**WHEREAS**, the City of El Paso desires to submit a minor boundary modification for Subzone designation application to the U.S. Foreign Trade Zone Board to modify the boundaries of Foreign Trade Zone No. 68 to include a new site which will be used primarily for distribution operations; and

**WHEREAS**, the City of El Paso desires the minor boundary modification for Subzone designation application be subject to the activation limit under the traditional site framework.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Director of Aviation or designee be authorized to submit a minor boundary modification for Subzone designation application, including all supporting documents and coordinate with taxing entities for letters of support, to the U.S. Foreign Trade Zone Board, which will modify the boundaries of Foreign Trade Zone No. 68 to include the following:

347 VISTA DEL SOL #75, LOT 3, City of El Paso, El Paso County, Texas, commonly known as **11350 James Watt Drive, El Paso, Texas 79936**.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF EL PASO**

**ATTEST:**

---

Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

---

  
Josette Flores  
Assistant City Attorney

---

Oscar Leeser  
Mayor

**APPROVED AS TO CONTENT:**

---

Samuel Rodriguez, P.E.  
Director of Aviation

---

David R. Panko,  
Foreign Trade Zone Manager

## RESOLUTION

**WHEREAS**, the City of El Paso, as recipient of a grant of authority from the U.S. Foreign Trade Zones Board, is authorized to establish, operate, and maintain Foreign Trade Zone No. 68;

**WHEREAS**, the City of El Paso, by and through its Department of Aviation, established and owns, operates, and maintains Foreign Trade Zone No. 68 in order to expedite and encourage foreign commerce in the El Paso region;

**WHEREAS**, the City of El Paso desires to submit a minor boundary modification for Subzone designation application to the U.S. Foreign Trade Zone Board to modify the boundaries of Foreign Trade Zone No. 68 to include a new site which will be used primarily for distribution operations; and

**WHEREAS**, the City of El Paso desires the minor boundary modification for Subzone designation application be subject to the activation limit under the traditional site framework.

### **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Director of Aviation or designee be authorized to submit a minor boundary modification for Subzone designation application, including all supporting documents and coordinate with taxing entities for letters of support, to the U.S. Foreign Trade Zone Board, which will modify the boundaries of Foreign Trade Zone No. 68 to include the following:

540 VISTA DEL SOL #131 WLY PT OF 3 (354.04 FT OF NELY – 1151.78 FT ON SELY – 364.30 FT ON SWLY – 1044.74 FT ON NWLY), City of El Paso, El Paso County, Texas, commonly known as **1401 Pullman Road, Unit A, El Paso, Texas 79936**.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF EL PASO**

**ATTEST:**

---

Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

---

*J. Flores*  
Josette Flores

Assistant City Attorney

**APPROVED AS TO CONTENT:**

---

Samuel Rodriguez, P.E.  
Director of Aviation

---

David R. Panko,  
Foreign Trade Zone Manager

# Minor Boundary Modifications EPCC

Foreign Trade Zone 68

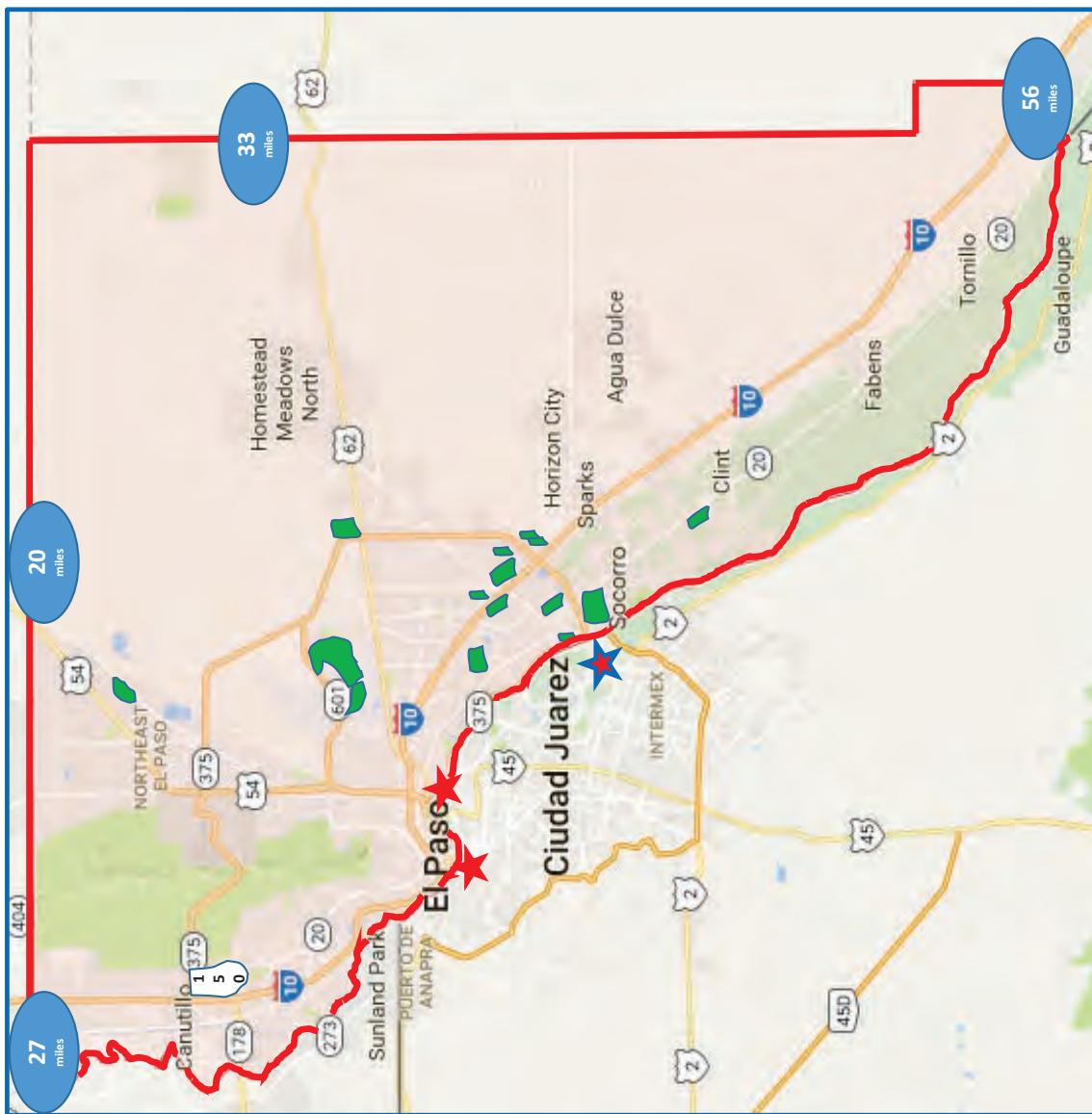
EL PASO  
FOREIGN  
TRADE ZONE  
68



# Requesting Support Letters

- The FTZ Program allows companies to save customs fees, optimize their supply chains, and grow their business, thereby creating more jobs for El Paso
- Virtual FTZ Boundaries are established throughout El Paso County
  - They identify facilities and industrial parks allowed to use the FTZ program to operate
- Minor Boundary Modification (MBM)
  - Needed when a facility is not in established FTZ boundaries
  - Used to add the facility into the FTZ boundaries
- Application made to FTZ Board, Dept. of Commerce
- Requires letters of support from El Paso County, one for each company





# FTZ 68 Boundaries

FTZ 68  
Service Area  
Boundaries

Virtual Boundaries  
Magnet Sites

El Paso  
Ports of Entry

Ysleta  
Port of Entry

3

(Exhibit 1.9.5)

# Minor Boundary Modifications

- **El Paso Communications (EPCOM)**
  - 1630 E. Paisano Drive
  - 1.741 acres
- **OLA Logistics**
  - 11350 James Watt Drive
  - 6.79 acres
- **Expeditors International – Sub Zone Expansion**
  - 1401 Pullman Drive
  - 24.318 acres



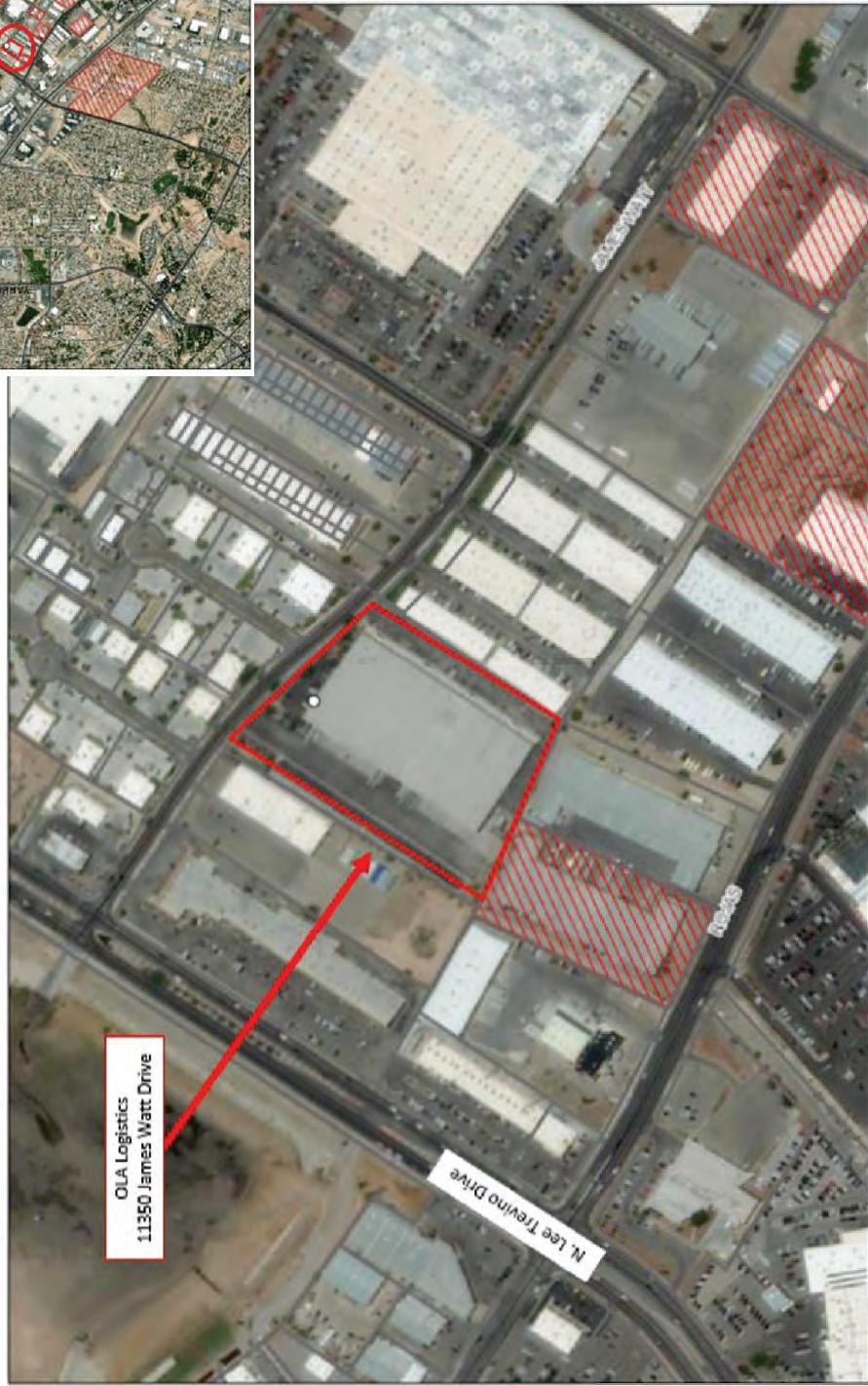
# El Paso Communications (EPCOM) 1630 E. Paisano Drive





# OLA Logistics 11350 James Watt Drive

Attachment C - Parcel to be added (red-lined) 11350 Jar



# Expeditors International 1401 Pullman Drive

Attachment C - Parcel to be added (red-lined) 1401 Pullman D



Attachment B - Parcel to be added (red-lined) 1401 Pullman Drive (24.318 Acres)



Thank you!

## David R Panko, AZS

Foreign Trade Zone Manager  
501 George Perry Blvd, Suite I • El Paso, TX  
79925  
915-212-0480 Office / 915-240-3370 Mobile



[ftz.elpasotexas.gov](http://ftz.elpasotexas.gov)

EL PASO COMMUNITY COLLEGE

TREASURER'S REPORT  
OCTOBER 31, 2021

EXHIBIT 1.10.1

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT UNRESTRICTED FUNDS  
OCTOBER 31, 2021**

**EL PASO COMMUNITY COLLEGE**  
**CURRENT UNRESTRICTED FUNDS**  
**BALANCE SHEET**  
**OCTOBER 31, 2021**

	<b>Education &amp; General</b>	<b>Student Activities</b>	<b>Auxiliary Services</b>	<b>Intercollegiate Athletics</b>	<b>Total Current Unrestricted</b>
<b>Assets:</b>					
Cash	\$ 19,300	\$ 1,552,844	\$ 3,308,457	\$ 1,524,412	\$ 19,300
Pooled investments	144,302,258				150,687,971
Property taxes receivable	69,970,731				69,970,731
Accrued interest receivable	5,942				5,942
Other receivables	6,212,685	2,551	484,752	8,000	6,707,988
Deferred Outflows-Pension	12,301,140				12,301,140
Deferred Outflows-OPEB	27,628,231				27,628,231
Due from athletic funds			677,583		677,583
Prepaid expenses		132,704			132,704
<b>Total assets</b>	<b>\$ 260,572,991</b>	<b>\$ 1,555,395</b>	<b>\$ 4,470,792</b>	<b>\$ 1,532,412</b>	<b>\$ 268,131,590</b>
<b>Liabilities:</b>					
Accounts payable & accrued expenditures	\$ 2,927,867	\$ 1,996,384	\$	\$ 3,991	\$ 2,931,858
Due to restricted funds					1,996,384
Due to auxiliary funds				677,583	677,583
Accrued compensated absences	4,999,566				4,999,566
Student property deposits	596,592				596,592
Deferred Tuition and Fees	4,265,659				4,265,659
Deferred Inflows-Pension	6,316,642				6,316,642
Deferred Inflows-OPEB	24,244,263				24,244,263
Net Pension Liability	34,283,254				34,283,254
Net OPEB Liability	87,547,632				87,547,632
<b>Total liabilities</b>	<b>\$ 167,177,859</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 681,574</b>	<b>\$ 167,859,433</b>
<b>Fund balance:</b>					
Beginning balance: September 1, 2021	\$ 24,315,595	\$ 1,344,839	\$ 4,369,723	\$ 369,646	\$ 30,399,803
Increase (decrease) in fund balance	69,079,537	210,556	101,069	481,192	69,872,354
<b>Ending balance: October 31, 2021</b>	<b>\$ 93,395,132</b>	<b>\$ 1,555,395</b>	<b>\$ 4,470,792</b>	<b>\$ 850,838</b>	<b>\$ 100,272,157</b>
Total liabilities and fund balance	\$ 260,572,991	\$ 1,555,395	\$ 4,470,792	\$ 1,532,412	\$ 268,131,590

**EL PASO COMMUNITY COLLEGE  
EDUCATION AND GENERAL  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2021**

	<b>Budget</b>		<b>Actual</b>		<b>Open Commitments</b>	<b>Budget Balance Available</b>	<b>Percent Used</b>
	<b>Original</b>	<b>Revised</b>	<b>Current Month</b>	<b>Year To Date</b>			
<b>Revenues:</b>							
State Appropriations	\$ 31,601,314	\$ 31,601,314	\$ 3,785,435	\$ 7,570,868	\$	\$ 24,030,446	24%
Fed Appr/Grants	558,136	558,136	82,293	117,645		440,491	21%
Tuition & fees	39,743,305	39,743,305	226,073	16,922,996		22,820,309	43%
Property tax	65,414,038	65,414,038	67,859,737	67,861,123		(2,447,085)	104%
Interest income	110,000	110,000	6,970	13,217		96,783	12%
Other income	2,618,479	2,618,479	80,442	202,392		2,416,087	8%
Federal Recoveries	9,758,767	9,758,767				9,758,767	0%
Total revenues	<u>\$ 149,804,039</u>	<u>\$ 149,804,039</u>	<u>\$ 72,040,950</u>	<u>\$ 92,688,241</u>	<u>\$</u>	<u>\$ 57,115,798</u>	<u>62%</u>
<b>Expenditures:</b>							
Instruction	\$ 49,281,830	\$ 49,281,830	\$ 4,143,223	\$ 7,848,595	\$ 894,877	\$ 40,538,358	18%
Research	147,643	147,643	12,162	15,954	1,785	129,904	12%
Public service	5,381,029	5,381,029	288,254	535,659	382,720	4,462,650	17%
Academic support	15,963,498	15,963,498	1,355,571	2,599,052	994,590	12,369,856	23%
Student Services	8,988,558	8,988,558	663,602	1,153,142	263,532	7,571,884	16%
Institutional support	50,323,133	50,323,133	2,452,240	4,789,147	2,922,814	42,611,172	15%
Physical plant, operation & maintenance	<u>12,140,093</u>	<u>12,140,093</u>	<u>\$ 608,176</u>	<u>\$ 1,797,011</u>	<u>\$ 3,601,105</u>	<u>6,741,977</u>	<u>44%</u>
Total expenditures	<u>\$ 142,225,784</u>	<u>\$ 142,225,784</u>	<u>\$ 9,523,228</u>	<u>\$ 18,738,560</u>	<u>\$ 9,061,423</u>	<u>\$ 114,425,801</u>	<u>20%</u>
<b>Transfers:</b>							
TPEG	\$ 1,948,652	\$ 1,948,652	\$ (3,187)	\$ 658,291	\$	\$ 1,290,361	34%
Student Activities	494,906	494,906	0	205,950		288,956	42%
Athletics	1,833,868	1,833,868	0	705,074		1,128,794	38%
Plant fund	3,300,829	3,300,829	0	3,300,829		0	100%
Total transfers	<u>\$ 7,578,255</u>	<u>\$ 7,578,255</u>	<u>\$ (3,187)</u>	<u>\$ 4,870,144</u>	<u>\$ 0</u>	<u>\$ 2,708,111</u>	<u>64%</u>
Net increase/(decrease) in fund balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 62,520,909</u>	<u>\$ 69,079,537</u>			

**EL PASO COMMUNITY COLLEGE  
STUDENT ACTIVITIES FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2021**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Balance Available</u>
Revenues:			
Student activity fee	\$ 494,906	\$ 206,825	\$ 288,081
Interest income		149	(149)
Other Income		<u>37,187</u>	<u>(37,187)</u>
Total revenues	<u>\$ 494,906</u>	<u>\$ 244,161</u>	<u>\$ 250,745</u>
Expenditures:			
Salaries & benefits	\$ 316,282	\$ 14,401	\$ 301,881
Supplies & services	159,624	14,248	145,376
Travel	7,000	28	6,972
Club support	12,000	<u>4,928</u>	<u>7,072</u>
Total expenditures	<u>\$ 494,906</u>	<u>\$ 33,605</u>	<u>\$ 461,301</u>
Revenues over (under) expenditures:			\$ 210,556
Increase (decrease) in fund balance			<u>\$ 210,556</u>

EL PASO COMMUNITY COLLEGE  
 AUXILIARY ENTERPRISE FUND  
 STATEMENT OF REVENUE AND EXPENDITURES  
 FOR THE TWO MONTHS ENDED OCTOBER 31, 2021

Revenues:		
Vehicle Registration	\$ 231,845	
Bookstore Commissions	75,000	
GECU	9,774	
Vending Commissions	9,375	
A/R Returned Checks	342	
ATM Commissions	<u>45</u>	
		\$ 326,381
Expenditures:		
Staff Scholarships	\$ 95,914	
Memberships	56,202	
Vehicle Registration Expense	41,427	
Advocacy Expense	16,882	
Bookstore/Cafeteria Utilities Expense	10,833	
Staff Educational Assistance	1,200	
Cafeteria Maint. Expense	1,177	
Auxiliary Operations	960	
Copy Machines Expenses	<u>717</u>	
		\$ 225,312
Revenues over (under) expenditures		\$ 101,069
Increase (decrease) in fund balance		<u><u>\$ 101,069</u></u>

EL PASO COMMUNITY COLLEGE  
INTERCOLLEGIATE ATHLETICS FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2021

Revenues:	
Athletic Fee	\$ <u>705,074</u>
Expenditures:	
Cross Country	\$ 64,836
Athletic Administration	64,708
Baseball	60,127
Softball	<u>34,211</u>
	\$ <u>223,882</u>
Revenues over (under) expenditures:	\$ 481,192
Increase (decrease) in fund balance	\$ <u><u>481,192</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT RESTRICTED FUNDS  
OCTOBER 31, 2021**

**EL PASO COMMUNITY COLLEGE**  
**CURRENT RESTRICTED FUNDS**  
**BALANCE SHEET**  
**OCTOBER 31, 2021**

	<b>Total</b>	<b>Total</b>	<b>Current</b>
	<b>Other</b>	<b>Sponsored</b>	<b>Restricted</b>
	<b>Restricted</b>	<b>Programs</b>	<b>Funds</b>
<b>Assets:</b>			
A/R federal agencies	\$ 290,289	\$ 3,336,616	\$ 3,336,616
A/R state agencies	248,496		290,289
A/R county/local agencies	42,000		248,496
A/R other	18,918		42,000
Prepaid general			18,918
Deferred charges		610,007	610,007
Due from unrestricted funds	5,463,142	(3,466,758)	1,996,384
Net OPEB Asset	11,973		11,973
<b>Total assets</b>	<b><u>6,074,818</u></b>	<b><u>479,865</u></b>	<b><u>6,554,683</u></b>
<b>Liabilities &amp; fund balance:</b>			
Accounts payable	\$ 104,577	\$ 417,955	\$ 522,532
Deferred income	1,706,827	61,910	1,768,737
Fund balance	<u>4,263,414</u>		<u>4,263,414</u>
<b>Total liabilities &amp; fund balance</b>	<b><u>6,074,818</u></b>	<b><u>479,865</u></b>	<b><u>6,554,683</u></b>

EL PASO COMMUNITY COLLEGE  
 CURRENT RESTRICTED FUNDS - OTHER  
 STATEMENT OF REVENUE AND EXPENDITURES  
 FOR THE TWO MONTHS ENDED OCTOBER 31, 2021

	Fund Balance 09/01/21	Revenues Additions	Expenditures Deductions	Fund Balance 10/31/21
<b>Gifts:</b>				
Scholarships/donations	\$ 3,537,819	\$ 916,813	\$ 537,446	\$ 3,917,186
Clubs and Associations		339,462	5,207	334,255
<b>Grants &amp; contracts:</b>				
State	11,973	1,730,382	1,730,382	11,973
Local		225,092	225,092	0
<b>Total</b>	<b>\$ 3,549,792</b>	<b>\$ 3,211,749</b>	<b>\$ 2,498,127</b>	<b>\$ 4,263,414</b>

EL PASO COMMUNITY COLLEGE  
 CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS  
 STATEMENT OF REVENUE AND EXPENDITURES  
 FOR THE TWO MONTHS ENDED OCTOBER 31, 2021

	<u>Projected Budget</u>	<u>Current Month</u>	<u>Current Year</u>	<u>Project Year</u>	<u>Open Commitments</u>	<u>Budget Balance Available</u>
	<u>\$ 295,133,833</u>	<u>\$ 1,765,756</u>	<u>\$ 22,592,660</u>	<u>\$ 159,633,011</u>	<u>\$ 537,141</u>	<u>\$ 134,963,681</u>
<b>Expenditures:</b>						
<b>2016-2017</b>						
USDOJ La Tuna HVAC & Weld Rise to the Challenge Bridge 2017	\$ 96,977	\$ 327,501		\$ 66,999	\$ 326,027	\$ 29,978 1,474
<b>2017-2018</b>						
Early Alert Case Management FY 2018	523,299		378,297			145,002
<b>2018-2019</b>						
Rise to the Challenge Bridge 2018	324,498		320,923		2,653	922
USDOJ La Tuna HVAC & Welding Opt 1	98,931		62,391			36,540
SSSP 2019	654,275		654,219			56
Early Alert Case Management 2019	506,068		480,510			25,558
Bulletproof Vest Partnership 2018	2,845					2,845
DOE HEP 2019	474,990		474,846			144
Rise to the Challenge Bridge 2019	324,000		303,297			20,703
CAMP 2019	273,443		271,969			1,474
<b>2019-2020</b>						
USDOJ La Tuna HVAC & Welding Opt 2	112,875		92,248			20,627
Contract Opportunity Center 2020	383,802		351,521			32,281
CCAMPIS 2020	250,000		150,119			99,881
PELL 2020	50,570,581		50,570,581			0
SSS Prog. 2020	683,717		673,064			10,653
Early Alert Case Management 2020	516,587		506,328			10,259
IMLS - Promising Practices for Small Libraries	4,632		16,939			10,987
CARES Act Emergency Relief Fund - IHE	49,913		178			10,987
CARES Act Higher Education Assistance	8,295,072		41,421			(6,972)
<b>2020-2021</b>						
DOE HEP 2020	475,000		467,844			7,156
CAMP 2020	280,098		300,713			(20,615)
Rise to the Challenge Bridge 2020	362,853		282,332		20,477	60,044
SSS Prog. 2021	707,647		684,106			23,541
CCAMPIS 2021	367,872					367,872
Early Alert Case Management 2021	507,854		23,248		384,721	121,723
DOL - Job Corps Scholars Programs	1,186,900		8,420		38,108	1,135,118
PELL 2021	55,000,000					13,674
						38,433,248
						16,566,752

EL PASO COMMUNITY COLLEGE  
 CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS  
 STATEMENT OF REVENUE AND EXPENDITURES  
 FOR THE TWO MONTHS ENDED OCTOBER 31, 2021

	<u>Projected Budget</u>	<u>Current Month</u>	<u>Current Year</u>	<u>Project Year</u>	<u>Open Commitments</u>	<u>Budget Balance Available</u>
<b>Revenues:</b>	<b>\$ 295,133,833</b>	<b>\$ 1,765,756</b>	<b>\$ 22,592,660</b>	<b>\$ 159,633,011</b>	<b>\$ 537,141</b>	<b>\$ 134,963,681</b>
Expenditures (continued):						
GREEN Advantage Emissary Program	\$ 185,474	\$ 1,383	\$ 2,187	\$ 24,332	\$ 9,205	\$ 151,937
DOL - Susan Harwood Training FY20	160,000	3,762	3,752	158,648		1,352
HEERF II CRRSAA - Student Aid	8,295,073			1,437,840		6,857,233
HEERF II CRRSAA - IHE Institution	27,983,664	321,456	322,055	17,058,264		10,767,694
Contract Opportunity Center 2021	359,507	28,315	65,276	278,168		81,339
HEERF III ARPA - Student Aid	31,907,525	649,000	3,685,500	16,441,750		15,465,775
HEERF III ARPA - IHE Institution	30,981,916			380,662		30,601,254
CRRSAA Higher Ed Assistance - MSI	1,954,655					1,954,655
ARPA Higher Ed Assistance - MSI	3,287,659					3,287,659
<b>2021-2022</b>						
DOE HEP 2021	474,696	48,555	62,815	131,080	3,289	340,327
DOE CAMP 2021	431,334	10,208	22,651	36,304	32,556	362,474
Rise to the Challenge Bridge 2021	324,000	12,218	14,946	14,946		265,283
NEH Connections & Planning	34,669	3,216	6,532	7,993		26,676
DOE IREPO-Curriculum Development	415,710	1,855	1,855	1,855		413,855
DOE IREPO-Distance Learning Support	534,545					534,545
DOE IREPO-Dual Credit	262,981					262,981
DOE IREPO-IT	345,000					345,000
SSS Prog. 2022	707,647	55,205	95,507	95,507	5,700	606,440
CCAMPIS 2022	132,128	3,890	7,125	7,125		125,003
SEOG Grant 2022	1,051,069	269,308	511,468	511,468		539,601
PELL 2022	60,000,000	246,745	17,635,388	17,635,388		42,364,612
DOL - OSHA Susan Harwood Training FY22	200,000	218	218	218		199,782
DOL - SUSan Harwood Training Tgt Topic	160,000					160,000
DOE - Accelerate@EPCC Title V	535,622	1,026	1,026	\$ 159,633,011	\$ 537,141	\$ 534,596
<b>Total</b>	<b>\$ 295,133,833</b>	<b>\$ 1,765,756</b>	<b>\$ 22,592,660</b>	<b>\$ 159,633,011</b>	<b>\$ 537,141</b>	<b>\$ 134,963,681</b>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
LOAN FUNDS  
OCTOBER 31, 2021**

EL PASO COMMUNITY COLLEGE  
**LOAN FUNDS**  
**BALANCE SHEET**  
**OCTOBER 31, 2021**

	<u>Nursing</u>	<u>Other</u>	<u>Loan Fund</u>
<b>Assets:</b>			
Cash & pooled investments	\$ 1,283	\$ 2,389,444	\$ 2,390,727
Loans receivable (net)	<u>13,371</u>	<u>675,281</u>	<u>688,652</u>
<b>Total assets</b>	<b><u>\$ 14,654</u></b>	<b><u>\$ 3,064,725</u></b>	<b><u>\$ 3,079,379</u></b>
 Liabilities and Fund Balance:			
Accounts payable general		\$ 17,111	\$ 17,111
Nursing alumni loan fund		<u>2,447</u>	<u>2,447</u>
Emergency loan fund		<u>2,984,992</u>	<u>2,984,992</u>
Ed Alvarez emergency loan fund		<u>5,000</u>	<u>5,000</u>
Alternative Loans (Elm)		<u>3,000</u>	<u>3,000</u>
Direct Loan Program Subsidized		<u>8,952</u>	<u>8,952</u>
Direct Loan Program Unsubsidized		<u>9,624</u>	<u>9,624</u>
SGA Emergency Book Loan Program		<u>33,599</u>	<u>33,599</u>
Federal capital contribution	13,939		<u>13,939</u>
Institutional capital contribution	<u>1,549</u>		<u>1,549</u>
Interest collected	<u>8,645</u>		<u>8,645</u>
Investment income	<u>10,481</u>		<u>10,481</u>
Federal canceled reimbursement	<u>1,320</u>		<u>1,320</u>
Penalty collected	<u>2,906</u>		<u>2,906</u>
Principal cancelled	<u>(19,001)</u>		<u>(19,001)</u>
Collection cost	<u>(5,185)</u>		<u>(5,185)</u>
<b>Total liabilities &amp; fund balance</b>	<b><u>\$ 14,654</u></b>	<b><u>\$ 3,064,725</u></b>	<b><u>\$ 3,079,379</u></b>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
ENDOWMENT FUNDS  
OCTOBER 31, 2021**

EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS  
BALANCE SHEET  
OCTOBER 31, 2021

Assets:	
Cash & Pooled Investments	\$ 782,879
Total assets	<u><u>\$ 782,879</u></u>
Fund balance:	
Fund balance	\$ 782,879
Total fund balance	<u><u>\$ 782,879</u></u>

**EL PASO COMMUNITY COLLEGE**  
**ENDOWMENT FUNDS**  
**STATEMENT OF REVENUE AND EXPENDITURES**  
**FOR THE TWO MONTHS ENDED OCTOBER 31, 2021**

	<b>Fund</b>	<b>Balance</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Balance</b>
		<b>09/01/21</b>	<b>Additions</b>	<b>Deductions</b>	<b>10/31/21</b>
Albert Horwitz		\$ 29,604	\$ 3	\$ 29,607	
Jose Cisneros		99,875	10	99,885	
Amado Peña		100,792	10	100,802	
Cecilia Ochoa Levine		31,699	3	31,702	
Mack Quintana		50,262	154	50,416	
Adair Margo		36,498	4	36,502	
George W. S. Abbey		34,772	3	34,775	
P. & B. Moreno Memorial		28,091	3	28,094	
36,685		36,685	4	36,689	
Lucy Scarbrough		34,158	3	34,161	
Diane D. Rath		33,527	3	33,530	
Bob Wingo		32,238	3	32,241	
Raymond Paredes		57,397	6	57,403	
Maria A. Peña		36,714	3	36,717	
Michael W. Smith		32,812	3	32,815	
Gerardo de los Santos		27,040	3	27,043	
Augustine D. Gallego		26,923	3	26,926	
James Vasquez		26,792	3	26,795	
Diana S. Natalicio		26,773	3	26,776	
Mark David Milliron					
<b>Total</b>		<b>\$ 782,652</b>	<b>\$ 227</b>	<b>\$ 0</b>	<b>\$ 782,879</b>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
PLANT FUNDS  
OCTOBER 31, 2021**

EL PASO COMMUNITY COLLEGE  
PLANT FUNDS  
BALANCE SHEET  
OCTOBER 31, 2021

	Unexpended Plant	Renewals & Replacements	Debt Retirement	Investment In Plant	Total Plant Funds
<b>Assets:</b>					
Pooled investments	\$ 35,022,331	\$ 1,382,359	\$ 25,676,476	\$ 32,795	\$ 62,081,166
Property taxes receivable					32,795
Deferred Outflow-Bond Insurance Cost					237,393
Accrued Interest	100				278
Land					13,702,219
Land improvements					19,735,640
Accum. Depr. - Land Improv./Infra					(11,054,385)
Buildings - EPCC					180,526,029
Buildings - federal					9,958,316
Construction in progress					82,937,353
Accum. Depr. - Buildings					(66,693,720)
Furniture & Equipment					15,147,646
Furniture & Equipment - federal					6,531,822
Accum. Depr. - Furniture & Equip.					(18,743,230)
Library books EPCC					6,111,462
Library books - grant					63,151
Accum. Depr. - Library Books					(4,200,832)
<b>Total assets</b>	<b>\$ 35,022,431</b>	<b>\$ 1,382,359</b>	<b>\$ 25,946,842</b>	<b>\$ 234,021,471</b>	<b>\$ 296,373,103</b>
<b>Liabilities:</b>					
Accounts Payable - general					\$ 1,546,802
Revenue bonds 2016					105,140,000
Unamortized Bond premium 2016					11,704,501
Revenue bonds 2017					15,143,333
Deferred Inflow-Gain on Bond Refunding					307,056
Accrued Interest - Bonds					439,837
<b>Total liabilities</b>	<b>\$ 1,544,260</b>	<b>\$ 2,542</b>	<b>\$ 1,383,560</b>	<b>\$ 131,987,834</b>	<b>\$ 134,918,196</b>
<b>Fund balance:</b>					
Designated fund balance					\$ 161,454,907
Total fund balance					\$ 161,454,907
<b>Total liabilities &amp; fund balance</b>	<b>\$ 35,022,431</b>	<b>\$ 1,382,359</b>	<b>\$ 25,946,842</b>	<b>\$ 234,021,471</b>	<b>\$ 296,373,103</b>

**EL PASO COMMUNITY COLLEGE  
UNEXPENDED PLANT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2021**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>2016 Revenue Bond</u>	<u>Other</u>	<u>Total</u>	<u>Budget Balance</u>
Revenues:						
Transferred from current unrestricted	\$ 3,190,829	\$ 3,190,829		\$ 3,190,829	\$ 3,190,829	\$ 0
Intrafund transfers	6,395,000	6,395,000		27,000	27,000	6,368,000
2016 Revenue Bond Interest	2,500	2,500			217	2,283
Interest income	11,500	11,500			2,757	8,743
Total revenues	<u>\$ 9,599,829</u>	<u>\$ 9,599,829</u>		<u>\$ 3,220,586</u>	<u>\$ 3,220,803</u>	<u>\$ 6,379,026</u>
Expenditures:						
Intrafund transfers	\$ 6,395,000	\$ 6,395,000		\$ 27,000	\$ 27,000	\$ 6,368,000
Interfund transfers	548,000	548,000			595,000	(47,000)
Repairs and rehabilitation	13,539,740	13,539,740		142,139	142,139	13,397,601
Equipment	5,786,312	5,786,312		258,227	258,227	5,528,085
2016 RB - Master Plan Phase I						
Buildings	4,186,593	4,186,593			26,535	4,160,058
Furniture and Equipment	728,729	728,729			0	728,729
District Wide Projects	129,139	129,139			33,774	95,365
Proj. Reserve Master Plan Phase I						
Furniture and Equipment	2,656,618	2,656,618			281,650	2,374,968
District Wide Projects	938,992	938,992			0	938,992
Total expenditures	<u>\$ 34,909,123</u>	<u>\$ 34,909,123</u>		<u>\$ 60,309</u>	<u>\$ 1,304,016</u>	<u>\$ 33,544,798</u>
Revenues over/(under) expenditures	\$ (25,309,294)	\$ (25,309,294)		\$ (60,092)	\$ 1,916,570	\$ 1,856,478
Beginning balance - September 1, 2021	31,621,693	31,621,693		5,041,961	26,579,732	31,621,693
Ending balance - October 31, 2021	<u>\$ 6,312,399</u>	<u>\$ 6,312,399</u>		<u>\$ 4,981,869</u>	<u>\$ 28,496,302</u>	<u>\$ 33,478,171</u>

EL PASO COMMUNITY COLLEGE  
**RENEWALS & REPLACEMENTS FUND**  
**STATEMENT OF REVENUE AND EXPENDITURES**  
**FOR THE TWO MONTHS ENDED OCTOBER 31, 2021**

	Original Budget	Revised Budget	Actual	Total	Budget Balance Available
<b>Revenues:</b>					
Transfer from unexpended plant funds	\$ 548,000	\$ 548,000	\$ 595,000	\$ 595,000	\$ (47,000)
Transfer from unrestricted current funds	110,000	110,000	110,000	110,000	0
Transfer from auxiliary enterprises	325,000	325,000		0	325,000
Other Income	40,000	40,000	4,795	4,795	35,205
Interest income	500	500	134	134	366
<b>Total revenues</b>	<b>\$ 1,023,500</b>	<b>\$ 1,023,500</b>	<b>\$ 709,929</b>	<b>\$ 709,929</b>	<b>\$ 313,571</b>
<b>Expenditures:</b>					
Replacements and Renovations	\$ 1,761,418	\$ 1,761,418	\$ 68,030	\$ 68,030	\$ 1,693,388
<b>Total expenditures</b>	<b>\$ 1,761,418</b>	<b>\$ 1,761,418</b>	<b>\$ 68,030</b>	<b>\$ 68,030</b>	<b>\$ 1,693,388</b>
Revenues over (under) expenditures					
Beginning balance-September 1, 2021	\$ (737,918)	\$ (737,918)	\$ 641,899	\$ 641,899	
	737,918	737,918	737,918	737,918	
<b>Ending balance - October 31, 2021</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 1,379,817</b>	<b>\$ 1,379,817</b>	

**EL PASO COMMUNITY COLLEGE  
DEBT RETIREMENT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2021**

	<u>Original Budget</u>		<u>Actual</u>		<u>Budget</u>	
	<u>Debt Service</u>	<u>Revenue Bonds</u>	<u>G.O. Bonds 1975</u>	<u>Total</u>		<u>Balance Available</u>
<b>Revenues:</b>						
Property tax interest	\$ 9,000,000	\$ 4,637,707	\$ 9	\$ 4,637,707	\$ 9	\$ (9)
General use fees	7,000	375		375		4,362,293
Interest income	9,009,194				0	6,625
Intrafund transfers	800,000	364,110		364,110		9,009,194
Tuition	1,801,953				0	435,890
Lost revenue recovery					0	1,801,953
Total revenues	<u>\$ 20,618,147</u>	<u>\$ 5,002,192</u>	<u>\$ 9</u>	<u>\$ 5,002,201</u>	<u>\$ 0</u>	<u>\$ 15,615,946</u>
<b>Expenditures:</b>						
Bond principal	\$ 3,820,000	\$ 636,667	\$	\$ 636,667	\$	3,183,333
Bond interest	5,244,787	879,678		879,678		4,365,109
Intrafund transfers	9,009,194			0	0	9,009,194
Agents fee	1,825			0	0	1,825
Other bond costs	9,042	7,700		7,700		1,342
Amortization of bond insurance	11,304			0	0	11,304
Loss (gain) on bond refunding	(76,764)				0	(76,764)
Total expenditures	<u>\$ 18,019,388</u>	<u>\$ 1,524,045</u>	<u>\$ 0</u>	<u>\$ 1,524,045</u>	<u>\$ 0</u>	<u>\$ 16,495,343</u>
Revenues over/(under) expenditures	\$ 2,598,759	\$ 3,478,147	\$ 9	\$ 3,478,156		
Beginning balance - September 1, 2021	<u>21,085,126</u>	<u>21,043,413</u>	<u>41,713</u>	<u>21,085,126</u>		
Ending balance - October 31, 2021	<u>\$ 23,683,885</u>	<u>\$ 24,521,560</u>	<u>\$ 41,722</u>	<u>\$ 24,563,282</u>		

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CUSTODIAL FUNDS  
OCTOBER 31, 2021**

EL PASO COMMUNITY COLLEGE  
CUSTODIAL FUNDS  
BALANCE SHEET  
OCTOBER 31, 2021

<b>Custodial Funds</b>	
ASSETS	
Cash and cash equivalents	\$ <u>281,627</u>
Total assets	\$ <u><u>281,627</u></u>
LIABILITIES	
Accounts payable and other liabilities	\$ 6,175
Total liabilities	\$ <u>6,175</u>
FUND BALANCE	
Beginning balance: September 1, 2021	\$ 425,260
Increase (decrease) in fund balance	(149,808)
Ending balance: October 31, 2021	\$ 275,452
Total liabilities & fund balance	\$ <u><u>281,627</u></u>

EL PASO COMMUNITY COLLEGE  
STATEMENT OF CHANGES IN FUND BALANCE  
CUSTODIAL FUNDS  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2021

<b>Custodial Funds</b>	
Additions:	
Miscellaneous	\$ <u>69,599</u>
Total additions	\$ <u>69,599</u>
Deductions:	
Scholarship payments to students	\$ <u>219,407</u>
Total deductions	\$ <u>219,407</u>
Net increase (decrease) in fund balance	\$ <u><u>(149,808)</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
TEMPORARY INVESTMENTS  
OCTOBER 31, 2021**

**PORTFOLIO SUMMARY**  
**EL PASO COMMUNITY COLLEGE**  
**OCTOBER 31, 2021**

<b>PORTFOLIO</b>	<b>Book Value</b>			<b>Market Value</b>		
	<b>Beginning Balance</b>	<b>Change</b>	<b>Ending Balance</b>	<b>Beginning Balance</b>	<b>Change</b>	<b>Ending Balance</b>
Pooled Investments	\$ 202,278,260	\$ (4,989,433)	\$ 197,288,827	\$ 202,278,260	\$ (4,989,433)	\$ 197,288,827
Revenue Bonds	7,805,296	0	7,805,296	7,805,296	0	7,805,296
Debt Service Reserve Fund	11,410,934	0	11,410,934	11,410,934	0	11,410,934
<b>Total Portfolio</b>	<b>\$ 221,494,490</b>	<b>\$ (4,989,433)</b>	<b>\$ 216,505,057</b>	<b>\$ 221,494,490</b>	<b>\$ (4,989,433)</b>	<b>\$ 216,505,057</b>

Effective yield for October 31, 2021 = 0.0563%

Benchmark: Average 13-week T-Bill rate for October = 0.05000%

The undersigned acknowledge that the College's investment portfolio is in compliance with Generally Accepted Accounting Principles and the policies and strategies as contained in the College's Investment Policy for El Paso Community College and also in compliance with the Public Funds Investment Act of the State of Texas.

 Josette Shaughnessy, CPA Vice President Financial & Administrative Operations	 Fernando Flores	 Ana P. Zúñiga Comptroller
--	---	--

EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
OCTOBER 31, 2021

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Pooled Investments</b>								
TexPool	\$	109,631,796.47	0.0354	31	09/30/21	10/31/21	\$	\$ 3,262.53
Texas Daily		64,745,696.81	0.0200	31	09/30/21	10/31/21		830.34
Wells Fargo		27,900,766.80	0.2500	1	09/30/21	10/01/21		193.76
Balance 10/1/2021	\$	202,278,260.08					\$ 7,307.42	\$ 4,286.63
 Purchases & Transfers in October 2021								
TexPool	\$	4,202,399.88	0.0354	31	09/30/21	10/31/21	\$	\$ 0.00
Wells Fargo		585,340,729.35	0.2500	29	09/30/21	10/29/21		1,655.77
Balance 10/1/2021	\$	589,543,129.23					\$ 6,429.16	\$ 1,655.77
 Maturities & Transfers in October 2021								
TexPool	\$	9,200,000.00	0.0354	31	09/30/21	10/31/21	\$	\$ 0.00
Wells Fargo		585,332,562.50	0.2500	29	09/30/21	10/29/21		0.00
Balance 10/31/21	\$	197,288,826.81					\$ 13,736.58	\$ 5,942.40
 <b>Revenue Bond</b>								
Texas Daily	\$	7,805,295.58	0.0200	31	09/30/21	10/31/21	\$	\$ 100.10
Balance 10/1/2021	\$	7,805,295.58					\$ 116.65	\$ 100.10
Balance 10/31/21	\$	7,805,295.58					\$ 116.65	\$ 100.10

EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
OCTOBER 31, 2021

	Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Debt Reserve</b>							
TexPool	\$ 1,855,482.89	0.0354	31	09/30/21	10/31/21	\$	\$ 55.75
Texas Daily	9,555,451.32	0.0200	31	09/30/21	10/31/21		122.55
Balance 10/1/2021	\$ 11,410,934.21			\$	197.22	\$	178.30
Balance 10/31/21	\$ 11,410,934.21			\$	197.22	\$	178.30
All Funds	\$ 216,505,056.60			\$	14,050.45	\$	6,220.80

EL PASO COMMUNITY COLLEGE

TREASURER'S REPORT  
NOVEMBER 30, 2021

EXHIBIT 1.10.1

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT UNRESTRICTED FUNDS  
NOVEMBER 30, 2021**

**EL PASO COMMUNITY COLLEGE  
CURRENT UNRESTRICTED FUNDS  
BALANCE SHEET  
NOVEMBER 30, 2021**

	<b>Education &amp; General</b>	<b>Student Activities</b>	<b>Auxiliary Services</b>	<b>Intercollegiate Athletics</b>	<b>Total Current Unrestricted</b>
<b>Assets:</b>					
Cash	\$ 19,300	\$ 1,531,034	\$ 3,406,678	\$ 1,458,521	\$ 19,300
Pooled investments	148,238,769				154,635,002
Property taxes receivable	67,216,296				67,216,296
Accrued interest receivable	9,508				9,508
Other receivables	12,570,507				12,990,047
Deferred Outflows-Pension	12,301,140				12,301,140
Deferred Outflows-OPEB	27,628,231				27,628,231
Due from athletic funds					677,583
Prepaid expenses	140,668				140,668
<b>Total assets</b>	<b>\$ 268,124,419</b>	<b>\$ 1,531,034</b>	<b>\$ 4,495,801</b>	<b>\$ 1,466,521</b>	<b>\$ 275,617,775</b>
<b>Liabilities:</b>					
Accounts payable & accrued expenditures	\$ 3,269,852	\$ 9,902,453	\$	\$ 3,991	\$ 3,273,843
Due to restricted funds					9,902,453
Due to auxiliary funds				677,583	677,583
Accrued compensated absences	4,999,566				4,999,566
Student property deposits	596,562				596,562
Deferred Tuition and Fees	10,163,783				10,163,783
Deferred Inflows-Pension	6,316,642				6,316,642
Deferred Inflows-OPEB	24,244,263				24,244,263
Net Pension Liability	34,283,254				34,283,254
Net OPEB Liability	87,547,632				87,547,632
<b>Total liabilities</b>	<b>\$ 181,324,007</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 681,574</b>	<b>\$ 182,005,581</b>
<b>Fund balance:</b>					
Beginning balance: September 1, 2021	\$ 24,315,595	\$ 1,344,839	\$ 4,369,723	\$ 369,646	\$ 30,399,803
Increase (decrease) in fund balance	62,484,817	186,195	126,078	415,301	63,212,391
<b>Ending balance: November 30, 2021</b>	<b>\$ 86,800,412</b>	<b>\$ 1,531,034</b>	<b>\$ 4,495,801</b>	<b>\$ 784,947</b>	<b>\$ 93,612,194</b>
Total liabilities and fund balance	<b>\$ 268,124,419</b>	<b>\$ 1,531,034</b>	<b>\$ 4,495,801</b>	<b>\$ 1,466,521</b>	<b>\$ 275,617,775</b>

**EL PASO COMMUNITY COLLEGE  
EDUCATION AND GENERAL  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2021**

	<b>Budget</b>		<b>Actual</b>		<b>Open Commitments</b>	<b>Budget Balance Available</b>	<b>Percent Used</b>
	<b>Original</b>	<b>Revised</b>	<b>Current Month</b>	<b>Year To Date</b>			
<b>Revenues:</b>							
State Appropriations	\$ 31,601,314	\$ 31,601,314	\$ 2,996,803	\$ 10,567,671	\$	\$ 21,033,643	33%
Fed Appr/Grants	558,136	558,136	42,564	160,209		397,927	29%
Tuition & fees	39,743,305	39,743,305	237,020	17,160,016		22,583,289	43%
Property tax	65,414,038	65,414,038	(101,634)	67,759,489		(2,345,451)	104%
Interest income	110,000	110,000	11,249	24,466		85,534	22%
Other income	2,618,479	2,618,479	55,161	257,553		2,360,926	10%
Federal Recoveries	9,758,767	9,758,767				9,758,767	0%
Total revenues	<u>\$ 149,804,039</u>	<u>\$ 149,804,039</u>	<u>\$ 3,241,163</u>	<u>\$ 95,929,404</u>	<u>\$</u>	<u>\$ 53,874,635</u>	<u>64%</u>
<b>Expenditures:</b>							
Instruction	\$ 49,281,830	\$ 49,281,830	\$ 4,003,655	\$ 11,852,250	\$ 874,653	\$ 36,554,927	26%
Research	147,643	147,643	10,754	26,708	5,312	115,623	22%
Public service	5,381,029	5,381,029	258,765	794,424	355,951	4,230,654	21%
Academic support	15,963,498	15,963,498	1,242,020	3,841,072	983,347	11,139,079	30%
Student Services	8,988,558	8,988,558	662,680	1,815,822	259,420	6,913,316	23%
Institutional support	50,323,133	50,323,133	2,727,045	7,516,192	3,124,253	39,682,688	21%
Physical plant, operation & maintenance	12,140,093	12,140,093	934,554	2,731,565		3,262,661	49%
Total expenditures	<u>\$ 142,225,784</u>	<u>\$ 142,225,784</u>	<u>\$ 9,839,473</u>	<u>\$ 28,578,033</u>	<u>\$ 8,865,597</u>	<u>\$ 6,145,867</u>	<u>26%</u>
<b>Transfers:</b>							
TPEG	\$ 1,948,652	\$ 1,948,652	\$ (3,590)	\$ 654,701	\$	\$ 1,293,951	34%
Student Activities	494,906	494,906		205,950		288,956	42%
Athletics	1,833,868	1,833,868		705,074		1,128,794	38%
Plant fund	3,300,829	3,300,829		3,300,829		0	100%
Total transfers	<u>\$ 7,578,255</u>	<u>\$ 7,578,255</u>	<u>\$ (3,590)</u>	<u>\$ 4,866,554</u>	<u>\$ 0</u>	<u>\$ 2,711,701</u>	<u>64%</u>
Net increase/(decrease) in fund balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (6,594,720)</u>	<u>\$ 62,484,817</u>			

**EL PASO COMMUNITY COLLEGE**  
**STUDENT ACTIVITIES FUND**  
**STATEMENT OF REVENUE AND EXPENDITURES**  
**FOR THE THREE MONTHS ENDED NOVEMBER 30, 2021**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Balance Available</u>
<b>Revenues:</b>			
Student activity fee	\$ 494,906	\$ 207,040	\$ 287,866
Interest income		229	(229)
Other Income		<u>37,187</u>	<u>(37,187)</u>
<b>Total revenues</b>	<b>\$ 494,906</b>	<b>\$ 244,456</b>	<b>\$ 250,450</b>
 <b>Expenditures:</b>			
Salaries & benefits	\$ 316,282	\$ 22,749	\$ 293,533
Supplies & services	159,624	30,376	129,248
Travel	7,000	208	6,792
Club support	<u>12,000</u>	<u>4,928</u>	<u>7,072</u>
<b>Total expenditures</b>	<b>\$ 494,906</b>	<b>\$ 58,261</b>	<b>\$ 436,645</b>
 Revenues over (under) expenditures:		\$ 186,195	
 Increase (decrease) in fund balance		<u><u>\$ 186,195</u></u>	

**EL PASO COMMUNITY COLLEGE**  
**AUXILIARY ENTERPRISE FUND**  
**STATEMENT OF REVENUE AND EXPENDITURES**  
**FOR THE THREE MONTHS ENDED NOVEMBER 30, 2021**

Revenues:			
Vehicle Registration	\$ 236,270		
Bookstore Commissions	164,840		
Vending Commissions	14,062		
GECU	9,774		
Pepsi Cola Commissions	2,326		
The Basil Garden Commissions	2,274		
Subway Commissions	1,725		
A/R Returned Checks	494		
ATM Commissions	90		
	<hr/>		
Expenditures:			
Vehicle Registration Expense	\$ 111,418		
Staff Scholarships	100,480		
Memberships	56,202		
Advocacy Expense	16,882		
Bookstore/Cafeteria Utilities Expense	16,250		
Cafeteria Maint. Expense	2,132		
Staff Educational Assistance	1,200		
Auxiliary Operations	960		
Copy Machines Expenses	253		
	<hr/>		
Revenues over (under) expenditures	\$ 126,078		
Increase (decrease) in fund balance	<hr/>		
	\$ <u>126,078</u>		

EL PASO COMMUNITY COLLEGE  
INTERCOLLEGIATE ATHLETICS FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2021

Revenues:		
Athletic Fee	\$ <u>705,074</u>	\$ 705,074
Expenditures:		
Cross Country	\$ 86,411	
Athletic Administration	83,797	
Baseball	74,928	
Softball	<u>44,637</u>	\$ <u>289,773</u>
Revenues over (under) expenditures:		\$ 415,301
Increase (decrease) in fund balance		\$ <u><u>415,301</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT RESTRICTED FUNDS  
NOVEMBER 30, 2021**

EL PASO COMMUNITY COLLEGE  
 CURRENT RESTRICTED FUNDS  
 BALANCE SHEET  
 NOVEMBER 30, 2021

	Total Other Restricted	Total Sponsored Programs	Current Restricted Funds
<b>Assets:</b>			
A/R federal agencies	\$ 172,851	\$ 2,947,516	\$ 2,947,516
A/R state agencies	220,151		172,851
A/R county/local agencies	42,000		220,151
A/R other	9,459		42,000
Prepaid general			9,459
Deferred charges			519,178
Due from unrestricted funds	5,467,817	4,434,636	519,178
Net OPEB Asset	11,973		9,902,453
<b>Total assets</b>	<b>\$ 5,924,251</b>	<b>\$ 7,901,330</b>	<b>\$ 13,825,581</b>
<b>Liabilities &amp; fund balance:</b>			
Accounts payable	\$ 92,498	\$ 7,839,420	\$ 7,931,918
Deferred income	1,563,295	61,910	1,625,205
Fund balance	4,268,458		4,268,458
<b>Total liabilities &amp; fund balance</b>	<b>\$ 5,924,251</b>	<b>\$ 7,901,330</b>	<b>\$ 13,825,581</b>

EL PASO COMMUNITY COLLEGE  
 CURRENT RESTRICTED FUNDS - OTHER  
 STATEMENT OF REVENUE AND EXPENDITURES  
 FOR THE THREE MONTHS ENDED NOVEMBER 30, 2021

	Fund Balance 09/01/21	Revenues Additions	Expenditures Deductions	Fund Balance 11/30/21
Gifts:				
Scholarships/donations	\$ 3,537,819	\$ 921,354	\$ 538,433	\$ 3,920,740
Clubs and Associations's		343,831	8,086	335,745
Grants & contracts:				
State	11,973	1,957,162	1,957,162	11,973
Local		<u>373,329</u>	<u>373,329</u>	0
Total	<u><u>\$ 3,549,792</u></u>	<u><u>\$ 3,595,676</u></u>	<u><u>\$ 2,877,010</u></u>	<u><u>\$ 4,268,458</u></u>

EL PASO COMMUNITY COLLEGE  
 CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS  
 STATEMENT OF REVENUE AND EXPENDITURES  
 FOR THE THREE MONTHS ENDED NOVEMBER 30, 2021

	<u>Projected Budget</u>	<u>Current Month</u>	<u>Current Year</u>	<u>Project Year</u>	<u>Open Commitments</u>	<u>Budget Balance Available</u>
Revenues:	\$ 295,133,833	\$ 7,181,657	\$ 29,774,317	\$ 168,057,918	\$ 745,853	\$ 126,330,062
<b>Expenditures:</b>						
<b>2016-2017</b>						
USDOJ La Tuna HVAC & Wel	\$ 96,977	\$ 327,501	\$ 326,027	\$ 66,999	\$ 29,978	
Rise to the Challenge Bridge 2017						1,474
<b>2017-2018</b>						
Early Alert Case Management FY 2018	523,299		378,297			145,002
<b>2018-2019</b>						
Rise to the Challenge Bridge 2018	324,498		320,923			922
USDOJ La Tuna HVAC & Welding Opt 1	98,931		62,391			36,540
SSSP 2019	654,275		654,219			56
Early Alert Case Management 2019	506,068		480,510			25,558
Bulletproof Vest Partnership 2018	2,845					2,845
DOE HEP 2019	474,990		474,846			144
Rise to the Challenge Bridge 2019	324,000		303,297			20,703
CAMP 2019	273,443		271,969			1,474
<b>2019-2020</b>						
USDOJ La Tuna HVAC & Welding Opt 2	112,875		92,248			20,627
Contract Opportunity Center 2020	383,802		351,521			32,281
CCAMPIS 2020	250,000	8,624	17,136	158,743	91,257	0
PELL 2020	50,570,581		15	50,570,581		0
SSS Prog. 2020	683,717			673,064		10,653
Early Alert Case Management 2020	516,587		16,939	506,328		10,259
IMLS - Promising Practices for Small Libraries	49,913	3,247	3,425	42,173		7,740
CARES Act Emergency Relief Fund - IHE	8,295,072	42,663	84,084	8,098,007		17,106
CARES Higher Education Assistance	1,051,361			1,041,756		9,605
<b>2020-2021</b>						
DOE HEP 2020	475,000		467,844			7,156
CAMP 2020	280,098	(25,907)	9,656	274,806		5,292
Rise to the Challenge Bridge 2020	362,853	8,219	24,072	290,551	20,477	51,825
SSS Prog. 2021	707,647	3,699	7,909	687,805		19,842
CCAMPIS 2021	367,872			184,422		183,450
Early Alert Case Management 2021	507,854	24,132	47,380	408,853	1,332	97,669
DOL - Job Corps Scholars Programs	1,186,900	7,608	16,028	45,716	10,984	1,130,200
PELL 2021	55,000,000			38,433,248		16,566,752

EL PASO COMMUNITY COLLEGE  
 CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS  
 STATEMENT OF REVENUE AND EXPENDITURES  
 FOR THE THREE MONTHS ENDED NOVEMBER 30, 2021

	<u>Projected Budget</u>	<u>Current Month</u>	<u>Current Year</u>	<u>Project Year</u>	<u>Open Commitments</u>	<u>Budget Balance Available</u>
Revenues:	<u>\$ 295,133.833</u>	<u>\$ 7,181,657</u>	<u>\$ 29,774,317</u>	<u>\$ 168,057,918</u>	<u>\$ 745,853</u>	<u>\$ 126,330,062</u>
Expenditures (continued):						
GREEN Advantage Emissary Program	\$ 185,474	\$	\$ 2,187	\$ 24,332	\$ 9,205	\$ 151,937
DOL - Susan Harwood Training FY20	160,000		3,752	158,648		1,352
HEERF II CRRSAA - Student Aid	8,295,073			1,437,840		6,857,233
HEERF II CRRSAA - IHE Institution	27,983,664	169,718	491,773	17,227,982	176,878	10,578,804
Contract Opportunity Center 2021	359,507	26,622	91,988	304,790	2,742	51,975
HEERF III ARPA - Student Aid	31,907,525	6,718,900	10,404,400	24,403,900		7,503,625
HEERF III ARPA - IHE Institution	30,981,916			380,662		30,601,254
CRRSAA Higher Ed Assistance - MSI	1,954,655					1,954,655
ARPA Higher Ed Assistance - MSI	3,287,659					3,287,659
<b>2021-2022</b>						
DOE HEP 2021	474,696	37,499	100,314	168,579	3,059	303,058
DOE CAMP 2021	431,334	93,931	116,582	130,235	8,590	292,509
Rise to the Challenge Bridge 2021	324,000	10,775	25,721	25,721	43,771	254,508
NEH Connections & Planning	34,669	4,342	10,874	12,335		22,334
DOE IREPO-Curriculum Development	415,710	414	2,269	2,269	2,626	410,815
DOE IREPO-Distance Learning Support	534,545	1,805	1,805	1,805		532,740
DOE IREPO-Dual Credit	262,981				2,198	260,783
DOE IREPO-IT	345,000					345,000
SSS Prog. 2022	707,647	52,799	148,306	148,306	5,700	553,641
CCAMPIS 2022	132,128	3,630	10,755	10,755		121,373
SEOG Grant 2022	1,051,069	(3,050)	508,418	508,418		542,651
PELL 2022	60,000,000	(27,417)	17,607,971	17,607,971		42,392,029
DOL - OSHA Susan Harwood Training FY22	200,000	12,911	13,129	13,129		186,871
DOL - SUSan Harwood Training Tgt Topic	160,000	5,508	5,508	5,508		154,492
DOE - Accelerate@EPCC Title V	535,622	985	2,011	2,011		533,611
<b>Total</b>	<u>\$ 295,133.833</u>	<u>\$ 7,181,657</u>	<u>\$ 29,774,317</u>	<u>\$ 168,057,918</u>	<u>\$ 745,853</u>	<u>\$ 126,330,062</u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
LOAN FUNDS  
NOVEMBER 30, 2021**

EL PASO COMMUNITY COLLEGE  
**LOAN FUNDS**  
**BALANCE SHEET**  
**NOVEMBER 30, 2021**

	<u>Nursing</u>	<u>Other</u>	<u>Loan Fund</u>
<b>Assets:</b>			
Cash & pooled investments	\$ 1,283	\$ 2,623,243	\$ 2,624,526
Loans receivable (net)	<u>13,371</u>	<u>439,498</u>	<u>452,869</u>
<b>Total assets</b>	<b><u>\$ 14,654</u></b>	<b><u>\$ 3,062,741</u></b>	<b><u>\$ 3,077,395</u></b>
 Liabilities and Fund Balance:			
Accounts payable general	\$	\$ 17,111	\$ 17,111
Nursing alumni loan fund		2,447	2,447
Emergency loan fund		2,986,137	2,986,137
Ed Alvarez emergency loan fund		5,000	5,000
Alternative Loans (Elm)		3,000	3,000
Direct Loan Program Subsidized		10,371	10,371
Direct Loan Program Unsubsidized		5,077	5,077
SGA Emergency Book Loan Program		33,598	33,598
Federal capital contribution	13,939		13,939
Institutional capital contribution	1,549		1,549
Interest collected	8,645		8,645
Investment income	10,481		10,481
Federal canceled reimbursement	1,320		1,320
Penalty collected	2,906		2,906
Principal cancelled	(19,001)		(19,001)
Collection cost	(5,185)		(5,185)
<b>Total liabilities &amp; fund balance</b>	<b><u>\$ 14,654</u></b>	<b><u>\$ 3,062,741</u></b>	<b><u>\$ 3,077,395</u></b>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
ENDOWMENT FUNDS  
NOVEMBER 30, 2021**

EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS  
BALANCE SHEET  
NOVEMBER 30, 2021

Assets:	
Cash & Pooled Investments	\$ 783,194
Total assets	<u><u>\$ 783,194</u></u>
Fund balance:	
Fund balance	\$ 783,194
Total fund balance	<u><u>\$ 783,194</u></u>

EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS

STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2021

	Fund Balance 09/01/21	Revenues Additions	Expenditures Deductions	Fund Balance 11/30/21
Albert Horwitz	\$ 29,604	\$ 4	\$ 4	\$ 29,608
Jose Cisneros	99,875	15		99,890
Amado Peña	100,792	15		100,807
Cecilia Ochoa Levine	31,699	5		31,704
Mack Quintana	50,262	433		50,695
Adair Margo	36,498	5		36,503
George W. S. Abbey	34,772	5		34,777
P. & B. Moreno Memorial	28,091	4		28,095
Lucy Scaribrough	36,685	6		36,691
Diane D. Rath	34,158	5		34,163
Bob Wingo	33,527	5		33,532
Raymond Paredes	32,238	5		32,243
Maria A. Peña	57,397	9		57,406
Michael W. Smith	36,714	5		36,719
Gerardo de los Santos	32,812	5		32,817
Augustine D. Gallego	27,040	4		27,044
James Vasquez	26,923	4		26,927
Diana S. Natalicio	26,792	4		26,796
Mark David Milliron	26,773	4		26,777
<b>Total</b>	<b>\$ 782,652</b>	<b>\$ 542</b>	<b>\$ 0</b>	<b>\$ 783,194</b>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
PLANT FUNDS  
NOVEMBER 30, 2021**

EL PASO COMMUNITY COLLEGE  
PLANT FUNDS  
BALANCE SHEET  
NOVEMBER 30, 2021

	<u>Unexpended Plant</u>	<u>Renewals &amp; Replacements</u>	<u>Debt Retirement</u>	<u>Investment In Plant</u>	<u>Total Plant Funds</u>
<b>Assets:</b>					
Pooled investments	\$ 34,090,150	\$ 1,324,379	\$ 26,640,748	\$ 32,794	\$ 62,055,277
Property taxes receivable					32,794
Deferred Outflow-Bond Insurance Cost					237,393
Accrued Interest	94				271
Land					13,702,219
Land improvements					19,735,640
Accum. Depr. - Land Improv./Infra					(11,054,385)
Buildings - EPCC					180,526,029
Buildings - federal					9,958,316
Construction in progress					82,937,353
Accum. Depr. - Buildings					(66,693,720)
Furniture & Equipment					15,174,007
Furniture & Equipment - federal					6,531,822
Accum. Depr. - Furniture & Equip.					(18,743,230)
Library books EPCC					6,111,462
Library books - grant					63,151
Accum. Depr. - Library Books					(4,200,832)
Total assets	<u>\$ 34,090,244</u>	<u>\$ 1,324,379</u>	<u>\$ 26,911,112</u>	<u>\$ 234,047,832</u>	<u>\$ 296,373,567</u>
<b>Liabilities:</b>					
Accounts Payable - general					\$ 1,543,243
Revenue bonds 2016					105,140,000
Unamortized Bond premium 2016					11,704,501
Revenue bonds 2017					15,780,000
Deferred Inflow-Gain on Bond Refunding					307,056
Accrued Interest - Bonds					879,674
Total liabilities					<u>\$ 135,354,474</u>
<b>Fund balance:</b>					
Designated fund balance					
Total fund balance					
Total liabilities & fund balance					
	<u>\$ 32,549,231</u>	<u>\$ 1,322,149</u>	<u>\$ 24,451,048</u>	<u>\$ 102,696,665</u>	<u>\$ 161,019,093</u>
	<u>\$ 32,549,231</u>	<u>\$ 1,322,149</u>	<u>\$ 24,451,048</u>	<u>\$ 102,696,665</u>	<u>\$ 161,019,093</u>
	<u>\$ 34,090,244</u>	<u>\$ 1,324,379</u>	<u>\$ 26,911,112</u>	<u>\$ 234,047,832</u>	<u>\$ 296,373,567</u>

EL PASO COMMUNITY COLLEGE  
 UNEXPENDED PLANT FUND  
 STATEMENT OF REVENUE AND EXPENDITURES  
 FOR THE THREE MONTHS ENDED NOVEMBER 30, 2021

	Original Budget	Revised Budget	2016 Revenue Bond	Other	Total	Budget Balance
<b>Revenues:</b>						
Transferred from current unrestricted	\$ 3,190,829	\$ 3,190,829		\$ 3,190,829	\$ 3,190,829	\$ 0
Intrafund transfers	6,395,000	6,395,000		68,000	68,000	6,327,000
2016 Revenue Bond Interest	2,500	2,500	322		322	2,178
Interest income	11,500	11,500		4,196	4,196	7,304
<b>Total revenues</b>	<b>\$ 9,599,829</b>	<b>\$ 9,599,829</b>	<b>\$ 322</b>	<b>\$ 3,263,025</b>	<b>\$ 3,263,347</b>	<b>\$ 6,336,482</b>
<b>Expenditures:</b>						
Intrafund transfers	\$ 6,395,000	\$ 6,395,000		\$ 68,000	\$ 68,000	\$ 6,327,000
Interfund transfers	548,000	548,000		595,000	595,000	(47,000)
Repairs and rehabilitation	13,539,740	13,539,740		228,678	228,678	13,311,062
Equipment	5,786,312	5,786,312		265,156	265,156	5,521,156
2016 RB - Master Plan Phase I						
Buildings	4,186,593	4,186,593		263,026	263,026	3,923,567
Furniture and Equipment	728,729	728,729		130,918	130,918	597,811
District Wide Projects	129,139	129,139		695	695	128,444
Proj. Reserve Master Plan Phase I						
Furniture and Equipment	2,656,618	2,656,618		755,486	755,486	1,901,132
District Wide Projects	938,992	938,992		28,850	28,850	910,142
<b>Total expenditures</b>	<b>\$ 34,909,123</b>	<b>\$ 34,909,123</b>	<b>\$ 394,639</b>	<b>\$ 1,941,170</b>	<b>\$ 2,335,809</b>	<b>\$ 32,573,314</b>
Revenues over/(under) expenditures	\$ (25,309,294)	\$ (25,309,294)	\$ (394,317)	\$ 1,321,855	\$ 927,538	
Beginning balance - September 1, 2021	31,621,693	31,621,693	5,041,961	26,579,732	31,621,693	
<b>Ending balance - November 30, 2021</b>	<b>\$ 6,312,399</b>	<b>\$ 6,312,399</b>	<b>\$ 4,647,644</b>	<b>\$ 27,901,587</b>	<b>\$ 32,549,231</b>	

**EL PASO COMMUNITY COLLEGE  
RENEWALS & REPLACEMENTS FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2021**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual</u>	<u>Total</u>	<u>Budget Balance Available</u>
<b>Revenues:</b>					
Transfer from unexpended plant funds	\$ 548,000	\$ 548,000	\$ 595,000	\$ 595,000	\$ (47,000)
Transfer from unrestricted current funds	110,000	110,000	110,000	110,000	0
Transfer from auxiliary enterprises	325,000	325,000	0	0	325,000
Other Income	40,000	40,000	4,795	4,795	35,205
Interest income	500	500	205	205	295
<b>Total revenues</b>	<b>\$ 1,023,500</b>	<b>\$ 1,023,500</b>	<b>\$ 710,000</b>	<b>\$ 710,000</b>	<b>\$ 313,500</b>
 <b>Expenditures:</b>					
Replacements and Renovations	\$ 1,761,418	\$ 1,761,418	\$ 125,769	\$ 125,769	\$ 1,635,649
<b>Total expenditures</b>	<b>\$ 1,761,418</b>	<b>\$ 1,761,418</b>	<b>\$ 125,769</b>	<b>\$ 125,769</b>	<b>\$ 1,635,649</b>
Revenues over (under) expenditures	\$ (737,918)	\$ (737,918)	\$ 584,231	\$ 584,231	\$ 1,635,649
Beginning balance-September 1, 2021	737,918	737,918	737,918	737,918	737,918
<b>Ending balance - November 30, 2021</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 1,322,149</b>	<b>\$ 1,322,149</b>	<b>\$ 1,322,149</b>

**EL PASO COMMUNITY COLLEGE  
DEBT RETIREMENT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2021**

	<u>Original Budget</u>		<u>Actual</u>		<u>Budget</u>	
	<u>Debt Service</u>	<u>Revenue Bonds</u>	<u>G.O. Bonds 1975</u>	<u>Total</u>		<u>Balance Available</u>
<b>Revenues:</b>						
Property tax interest	\$ 9,000,000	\$ 5,601,784	\$ 12	\$ 5,601,784	\$ 12	\$ (12)
General use fees	7,000	565		565		3,398,216
Interest income	9,009,194				0	6,435
Intrafund transfers	800,000	364,110		364,110		9,009,194
Tuition	1,801,953				0	435,890
Lost revenue recovery					0	1,801,953
Total revenues	<u>\$ 20,618,147</u>	<u>\$ 5,966,459</u>	<u>\$ 12</u>	<u>\$ 5,966,471</u>	<u>\$ 0</u>	<u>\$ 14,651,676</u>
<b>Expenditures:</b>						
Bond principal	\$ 3,820,000	\$ 1,273,334	\$	\$ 1,273,334	\$	2,546,666
Bond interest	5,244,787	1,319,515		1,319,515		3,925,272
Intrafund transfers	9,009,194			0	0	9,009,194
Agents fee	1,825	7,700		0	0	1,825
Other bond costs	9,042			7,700		1,342
Amortization of bond insurance	11,304			0	0	11,304
Loss (gain) on bond refunding	(76,764)				0	(76,764)
Total expenditures	<u>\$ 18,019,388</u>	<u>\$ 2,600,549</u>	<u>\$ 0</u>	<u>\$ 2,600,549</u>	<u>\$ 0</u>	<u>\$ 15,418,839</u>
Revenues over/(under) expenditures	\$ 2,598,759	\$ 3,365,910	\$ 12	\$ 3,365,922		
Beginning balance - September 1, 2021	<u>21,085,126</u>	<u>21,043,413</u>	<u>41,713</u>	<u>21,085,126</u>		
Ending balance - November 30, 2021	<u>\$ 23,683,885</u>	<u>\$ 24,409,323</u>	<u>\$ 41,725</u>	<u>\$ 24,451,048</u>		

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CUSTODIAL FUNDS  
NOVEMBER 30, 2021**

EL PASO COMMUNITY COLLEGE  
CUSTODIAL FUNDS  
BALANCE SHEET  
NOVEMBER 30, 2021

<u>Custodial Funds</u>	
ASSETS	
Cash and cash equivalents	\$ <u>276,467</u>
Total assets	\$ <u><u>276,467</u></u>
LIABILITIES	
Accounts payable and other liabilities	\$ 0
Total liabilities	\$ <u>0</u>
FUND BALANCE	
Beginning balance: September 1, 2021	\$ 425,260
Increase (decrease) in fund balance	(148,793)
Ending balance: November 30, 2021	\$ <u>276,467</u>
Total liabilities & fund balance	\$ <u><u>276,467</u></u>

EL PASO COMMUNITY COLLEGE  
STATEMENT OF CHANGES IN FUND BALANCE  
CUSTODIAL FUNDS  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2021

<u>Custodial Funds</u>	
Additions:	
Miscellaneous	\$ <u>80,665</u>
Total additions	\$ <u>80,665</u>
 Deductions:	
Scholarship payments to students	\$ <u>229,458</u>
Total deductions	\$ <u>229,458</u>
Net increase (decrease) in fund balance	\$ <u>(148,793)</u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
TEMPORARY INVESTMENTS  
NOVEMBER 30, 2021**

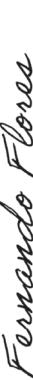
**PORTFOLIO SUMMARY**  
**EL PASO COMMUNITY COLLEGE**  
**NOVEMBER 30, 2021**

<b>PORTFOLIO</b>	<b>Book Value</b>			<b>Market Value</b>		
	<b>Beginning Balance</b>	<b>Change</b>	<b>Ending Balance</b>	<b>Beginning Balance</b>	<b>Change</b>	<b>Ending Balance</b>
Pooled Investments	\$ 197,288,827	\$ (1,630,230)	\$ 195,658,597	\$ 197,288,827	\$ (1,630,230)	\$ 195,658,597
Revenue Bonds	7,805,296	(3,161,927)	4,643,369	7,805,296	(3,161,927)	4,643,369
Debt Service Reserve Fund	11,410,934	192	11,411,126	11,410,934	192	11,411,126
<b>Total Portfolio</b>	<b>\$ 216,505,057</b>	<b>\$ (4,791,965)</b>	<b>\$ 211,713,092</b>	<b>\$ 216,505,057</b>	<b>\$ (4,791,965)</b>	<b>\$ 211,713,092</b>

Effective yield for November 30, 2021 = 0.0595%

Benchmark: Average 13-week T-Bill rate for November = 0.0480%

The undersigned acknowledge that the College's investment portfolio is in compliance with Generally Accepted Accounting Principles and the policies and strategies as contained in the College's Investment Policy for El Paso Community College and also in compliance with the Public Funds Investment Act of the State of Texas.

	Josette Shaughnessy, CPA Vice President Financial & Administrative Operations
	Fernando Flores Associate Vice President Budget & Financial Services
	Ana P. Zúñiga, CPA Comptroller

EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
NOVEMBER 30, 2021

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Pooled Investments</b>								
TexPool	\$	104,634,196.35	0.0381	30	10/31/21	11/30/21	\$	\$ 3,246.04
Texas Daily		64,745,696.81	0.0200	30	10/31/21	11/30/21		806.18
Wells Fargo		27,908,933.65	0.2500	3	10/29/21	11/01/21		581.44
Balance 11/1/2021	\$	197,288,826.81					\$ 13,736.58	\$ 4,633.66
 <b>Purchases &amp; Transfers in November 2021</b>								
TexPool	\$	5,678,372.86	0.0381	30	10/31/21	11/30/21	\$ 3,262.53	\$ 0.00
Texas Daily		3,162,955.51	0.0200	30	10/31/21	11/30/21		918.67
Wells Fargo		506,103,589.32	0.2500	28	10/29/21	11/26/21	\$ 2,440.21	4,874.30
Balance 11/30/21	\$	514,944,917.69					\$ 6,621.41	\$ 4,874.30
 <b>Maturities &amp; Transfers in November 2021</b>								
TexPool	\$	9,000,000.00	0.0381	30	10/31/21	11/30/21	\$	\$ 0.00
Wells Fargo		507,575,147.72	0.2500	28	10/29/21	11/26/21		0.00
Balance 11/30/21	\$	195,658,596.78					\$ 20,357.99	\$ 9,507.96
 <b>Revenue Bond</b>								
Texas Daily	\$	7,805,295.58	0.0200	30	10/31/21	11/30/21	\$	\$ 94.26
Balance 11/1/2021	\$	7,805,295.58					\$ 116.65	\$ 94.26
TexPool	\$	110.75	0.0200	30	10/31/21	11/30/21	\$ 110.75	\$ 0.00
Purchases & Transfers in November 2021	\$	110.75					\$ 110.75	\$ 0.00
Texas Daily	\$	3,162,036.84	0.0200	30	10/31/21	11/30/21	\$ 0.00	\$ 0.00
Maturities & Transfers in November 2021	\$	3,162,036.84					\$ 0.00	\$ 0.00
Balance 11/30/21	\$	4,643,369.49					\$ 227.40	\$ 94.26

EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
NOVEMBER 30, 2021

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Debt Reserve</b>								
TexPool	\$	1,855,482.89	0.0381	30	10/31/21	11/30/21	\$	\$ 58.09
Texas Daily		9,555,451.32	0.0200	30	10/31/21	11/30/21		118.59
Balance 11/1/2021	\$	11,410,934.21					\$ 197.22	\$ 176.68
 Purchases & Transfers in November 2021								
TexPool	\$	55.73	0.0381	30	10/31/21	11/30/21	\$ 55.73	\$ 0.00
Texas Daily		135.58	0.0200	30	10/31/21	11/30/21	135.58	0.00
Balance 11/30/21	\$	191.31					\$ 191.31	\$ 0.00
All Funds	\$	211,713,091.79					\$ 20,973.92	\$ 9,778.90

EL PASO COMMUNITY COLLEGE

TREASURER'S REPORT  
DECEMBER 31, 2021

EXHIBIT 1.10.1

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT UNRESTRICTED FUNDS  
DECEMBER 31, 2021**

**EL PASO COMMUNITY COLLEGE  
CURRENT UNRESTRICTED FUNDS  
BALANCE SHEET  
DECEMBER 31, 2021**

	<b>Education &amp; General</b>	<b>Student Activities</b>	<b>Auxiliary Services</b>	<b>Intercollegiate Athletics</b>	<b>Total Current Unrestricted</b>
<b>Assets:</b>					
Cash	\$ 19,300	\$ 1,507,644	\$ 3,339,284	\$ 1,412,334	\$ 19,300
Pooled investments	161,505,030				167,764,292
Property taxes receivable	36,092,729				36,092,729
Accrued interest receivable	7,107				7,107
Other receivables	12,723,346				13,185,213
Deferred Outflows-Pension	12,301,140				12,301,140
Deferred Outflows-OPEB	27,628,231				27,628,231
Due from restricted funds	1,334,218				1,334,218
Due from athletic funds			677,583		677,583
Prepaid expenses					141,425
<b>Total assets</b>	<b>\$ 251,752,526</b>	<b>\$ 1,507,644</b>	<b>\$ 4,470,734</b>	<b>\$ 1,420,334</b>	<b>\$ 259,151,238</b>
<b>Liabilities:</b>					
Accounts payable & accrued expenditures	\$ 3,703,770	\$ 2,318	\$	\$ 3,991	\$ 3,710,079
Due to auxiliary funds				677,583	677,583
Accrued compensated absences	4,999,566				4,999,566
Student property deposits	596,622				596,622
Deferred Tuition and Fees	10,243,130				10,243,130
Deferred Inflows-Pension	6,316,642				6,316,642
Deferred Inflows-OPEB	24,244,263				24,244,263
Net Pension Liability	34,283,254				34,283,254
Net OPEB Liability	87,547,632				87,547,632
<b>Total liabilities</b>	<b>\$ 171,934,879</b>	<b>\$ 2,318</b>	<b>\$ 0</b>	<b>\$ 681,574</b>	<b>\$ 172,618,771</b>
<b>Fund balance:</b>					
Beginning balance: September 1, 2021	\$ 24,315,595	\$ 1,344,839	\$ 4,369,723	\$ 369,646	\$ 30,399,803
Increase (decrease) in fund balance	<u>55,502,052</u>	<u>160,487</u>	<u>101,011</u>	<u>369,114</u>	<u>56,132,664</u>
<b>Ending balance: December 31, 2021</b>	<b>\$ 79,817,647</b>	<b>\$ 1,505,326</b>	<b>\$ 4,470,734</b>	<b>\$ 738,760</b>	<b>\$ 86,532,467</b>
Total liabilities and fund balance	<b>\$ 251,752,526</b>	<b>\$ 1,507,644</b>	<b>\$ 4,470,734</b>	<b>\$ 1,420,334</b>	<b>\$ 259,151,238</b>

**EL PASO COMMUNITY COLLEGE  
EDUCATION AND GENERAL  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2021**

	<b>Budget</b>		<b>Actual</b>		<b>Budget</b>	
	<b>Original</b>	<b>Revised</b>	<b>Current Month</b>	<b>Year To Date</b>	<b>Open Commitments</b>	<b>Balance Available</b>
<b>Revenues:</b>						
State Appropriations	\$ 31,601,314	\$ 31,601,314	\$ 2,996,803	\$ 13,564,474	\$	\$ 18,036,840
Fed Appr/Grants	558,136	558,136	62,138	222,347		335,789
Tuition & fees	39,743,305	39,743,305	64,654	17,224,670		22,518,635
Property tax	65,414,038	65,414,038	(173,000)	67,586,489		(2,172,451)
Interest income	110,000	110,000	9,476	33,942		76,058
Other income	2,618,479	2,618,479	89,850	347,403		2,271,076
Federal Recoveries	9,758,767	9,758,767				9,758,767
Total revenues	<u>\$ 149,804,039</u>	<u>\$ 149,804,039</u>	<u>\$ 3,049,921</u>	<u>\$ 98,979,325</u>	<u>\$</u>	<u>\$ 50,824,714</u>
<b>Expenditures:</b>						
Instruction	\$ 49,281,830	\$ 49,281,830	\$ 4,107,487	\$ 15,959,737	\$ 851,919	\$ 32,470,174
Research	147,643	147,643	12,262	38,970	5,312	103,361
Public service	5,381,029	5,381,029	277,274	1,071,698	318,257	3,991,074
Academic support	15,963,498	15,963,498	1,353,576	5,194,648	920,685	9,848,165
Student Services	8,988,558	8,988,558	666,723	2,482,545	230,657	6,275,356
Institutional support	50,323,133	50,323,133	2,972,421	10,487,957	2,848,519	36,986,657
Physical plant, operation & maintenance	<u>\$ 12,140,093</u>	<u>\$ 12,140,093</u>	<u>\$ 647,787</u>	<u>\$ 3,379,352</u>	<u>\$ 3,028,467</u>	<u>\$ 5,732,274</u>
Total expenditures	<u>\$ 142,225,784</u>	<u>\$ 142,225,784</u>	<u>\$ 10,037,530</u>	<u>\$ 38,614,907</u>	<u>\$ 8,203,816</u>	<u>\$ 95,407,061</u>
<b>Transfers:</b>						
TPEG	\$ 1,948,652	\$ 1,948,652	\$ (4,188)	\$ 650,513	\$	\$ 1,298,139
Student Activities	494,906	494,906		205,950		288,956
Athletics	1,833,868	1,833,868		705,074		1,128,794
Plant fund	3,300,829	3,300,829		3,300,829		0
Total transfers	<u>\$ 7,578,255</u>	<u>\$ 7,578,255</u>	<u>\$ (4,188)</u>	<u>\$ 4,862,366</u>	<u>\$ 0</u>	<u>\$ 2,715,889</u>
Net increase/(decrease) in fund balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (6,983,421)</u>	<u>\$ 55,502,052</u>		

EL PASO COMMUNITY COLLEGE  
 STUDENT ACTIVITIES FUND  
 STATEMENT OF REVENUE AND EXPENDITURES  
 FOR THE FOUR MONTHS ENDED DECEMBER 31, 2021

	Budget	Actual	Budget Balance Available
Revenues:			
Student activity fee	\$ 494,906	\$ 207,120	\$ 287,786
Interest income		314	(314)
Other Income		<u>37,187</u>	<u>(37,187)</u>
Total revenues	<u>\$ 494,906</u>	<u>\$ 244,621</u>	<u>\$ 250,285</u>
Expenditures:			
Salaries & benefits	\$ 316,282	\$ 32,054	\$ 284,228
Supplies & services	159,624	38,175	121,449
Travel	7,000	4,377	2,623
Club support	<u>12,000</u>	<u>9,528</u>	<u>2,472</u>
Total expenditures	<u>\$ 494,906</u>	<u>\$ 84,134</u>	<u>\$ 410,772</u>
Revenues over (under) expenditures:		\$ 160,487	
Increase (decrease) in fund balance		<u><u>\$ 160,487</u></u>	

**EL PASO COMMUNITY COLLEGE  
AUXILIARY ENTERPRISE FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2021**

EL PASO COMMUNITY COLLEGE  
INTERCOLLEGIATE ATHLETICS FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2021

Revenues:		
Athletic Fee	\$ <u>705,074</u>	\$ 705,074
Expenditures:		
Cross Country	\$ 90,367	
Athletic Administration	106,321	
Baseball	86,081	
Softball	<u>53,191</u>	\$ <u>335,960</u>
Revenues over (under) expenditures:		\$ 369,114
Increase (decrease) in fund balance		\$ <u><u>369,114</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT RESTRICTED FUNDS  
DECEMBER 31, 2021**

EL PASO COMMUNITY COLLEGE  
 CURRENT RESTRICTED FUNDS  
 BALANCE SHEET  
 DECEMBER 31, 2021

	Total Other Restricted	Total Sponsored Programs	Current Restricted Funds
<b>Assets:</b>			
A/R federal agencies	\$ 255,454	\$ 5,364,422	\$ 5,364,422
A/R state agencies	161,387		255,454
A/R county/local agencies	42,000	685,858	161,387
A/R other	11,973		727,858
Net OPEB Asset			11,973
 Total assets	 \$ 470,814	 \$ 6,050,280	 \$ 6,521,094
 Liabilities & fund balance:			
Accounts payable	\$ 1,256	\$ 4,554	\$ 5,810
Deferred income	871,632	61,910	933,542
Due to unrestricted funds	(4,649,598)	5,983,816	1,334,218
Fund balance	4,247,524		4,247,524
 Total liabilities & fund balance	 \$ 470,814	 \$ 6,050,280	 \$ 6,521,094

EL PASO COMMUNITY COLLEGE  
**CURRENT RESTRICTED FUNDS - OTHER**  
**STATEMENT OF REVENUE AND EXPENDITURES**  
**FOR THE FOUR MONTHS ENDED DECEMBER 31, 2021**

	<u>Fund Balance 09/01/21</u>	<u>Revenues Additions</u>	<u>Expenditures Deductions</u>	<u>Fund Balance 12/31/21</u>
Gifts:				
Scholarships/donations	\$ 3,537,819	\$ 921,953	\$ 560,758	\$ 3,899,014
Clubs and Associations's		346,396	9,859	336,537
Grants & contracts:				
State	11,973	2,756,122	2,756,122	11,973
Local		<u>496,972</u>	<u>496,972</u>	<u>0</u>
Total	<u>\$ 3,549,792</u>	<u>\$ 4,521,443</u>	<u>\$ 3,823,711</u>	<u>\$ 4,247,524</u>

EL PASO COMMUNITY COLLEGE  
 CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS  
 STATEMENT OF REVENUE AND EXPENDITURES  
 FOR THE FOUR MONTHS ENDED DECEMBER 31, 2021

	<u>Projected Budget</u>	<u>Current Month</u>	<u>Current Year</u>	<u>Project Year</u>	<u>Open Commitments</u>	<u>Budget Balance Available</u>
<b>Revenues:</b>	<b>\$ 295,133,833</b>	<b>\$ 3,129,018</b>	<b>\$ 32,903,335</b>	<b>\$ 171,186,936</b>	<b>\$ 704,559</b>	<b>\$ 123,242,338</b>
<b>Expenditures:</b>						
<b>2016-2017</b>						
USDOJ La Tuna HVAC & Weld Rise to the Challenge Bridge 2017	\$ 96,977	\$ 327,501		\$ 66,999	\$ 326,027	\$ 29,978 1,474
<b>2017-2018</b>						
Early Alert Case Management FY 2018	523,299		378,297			145,002
<b>2018-2019</b>						
Rise to the Challenge Bridge 2018	324,498		320,923		2,653	922
USDOJ La Tuna HVAC & Welding Opt 1	98,931		62,391			36,540
SSSP 2019	654,275		654,219			56
Early Alert Case Management 2019	506,068		480,510			25,558
Bulletproof Vest Partnership 2018	2,845					2,845
DOE HEP 2019	474,990		474,846			144
Rise to the Challenge Bridge 2019	324,000		303,297			20,703
CAMP 2019	273,443		271,969			1,474
<b>2019-2020</b>						
USDOJ La Tuna HVAC & Welding Opt 2	112,875		92,248			20,627
Contract Opportunity Center 2020	383,802		351,521			32,281
CCAMPIS 2020	250,000					
PELL 2020	50,570,581		9,288	26,424	168,031	81,969
SSS Prog. 2020	683,717		15	50,570,581		0
Early Alert Case Management 2020	516,587		16,939	673,064		0
IMLS - Promising Practices for Small Libraries	49,913		5,049	506,328		10,653
CARES Act Emergency Relief Fund - IHE	8,295,072		103,497	43,797		10,259
CARES Higher Education Assistance	1,051,361		1,041,756	8,117,420		6,116
<b>2020-2021</b>				162,475		15,177
DOE HEP 2020	475,000		4,477	472,321		2,679
CAMP 2020	280,098		33,816	43,472	308,622	(28,524)
Rise to the Challenge Bridge 2020	362,853		10,074	34,146	300,625	42,435
SSS Prog. 2021	707,647		2,783	10,692	690,588	17,059
CCAMPIS 2021	367,872		19	19	19	180,449
Early Alert Case Management 2021	507,854		23,039	70,419	431,892	55,196
DOL - Job Corps Scholars Programs	1,186,900		13,297	29,325	59,013	1,125,835
PELL 2021	55,000,000				38,433,248	16,566,752

EL PASO COMMUNITY COLLEGE  
 CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS  
 STATEMENT OF REVENUE AND EXPENDITURES  
 FOR THE FOUR MONTHS ENDED DECEMBER 31, 2021

	Projected Budget	Current Month	Current Year	Project Year	Open Commitments	Budget Balance Available
<b>Revenues:</b>	<b>\$ 295,133,833</b>	<b>\$ 3,129,018</b>	<b>\$ 32,903,335</b>	<b>\$ 171,186,936</b>	<b>\$ 704,559</b>	<b>\$ 123,242,338</b>
Expenditures (continued):						
GREEN Advantage Emissary Program	\$ 185,474	\$ 10,327	\$ 12,514	\$ 34,659	\$ 8,106	\$ 142,709
DOL - Susan Harwood Training FY20	160,000		3,752	158,648		1,352
HEERF II CRRSAA - Student Aid	8,295,073	6,857,233	6,857,233	8,295,073		0
HEERF II CRRSAA - IHE Institution	27,983,664	2,583,597	3,075,370	19,811,579		8,016,394
Contract Opportunity Center 2021	359,507	26,632	118,530	331,422		20,131
HEERF III ARPA - Student Aid	31,907,525	(6,632,333)	3,772,067	17,771,567		14,135,958
HEERF III ARPA - IHE Institution	30,981,916			380,662		30,601,254
CRRSAA Higher Ed Assistance - MSI	1,954,655					1,954,655
ARPA Higher Ed Assistance - MSI	3,287,659					3,287,659
<b>2021-2022</b>						
DOE HEP 2021	474,696	29,702	130,016	198,281	3,059	273,356
DOE CAMP 2021	431,334	2,559	119,141	132,794	2,507	296,033
Rise to the Challenge Bridge 2021	324,000	14,256	39,977	39,977		240,252
NEH Connections & Planning	34,669	2,603	13,477	14,938		19,731
DOE IREPO-Curriculum Development	415,710	238	2,507	2,507		410,577
DOE IREPO-Distance Learning Support	534,545	38	1,843	1,843		532,702
DOE IREPO-Dual Credit	262,981	2,198	2,198	2,198		260,783
DOE IREPO-IT	345,000					345,000
SSS Prog. 2022	707,647	53,627	201,933	201,933	3,733	501,981
CCAMPIS 2022	132,128	3,644	14,399	14,399		117,729
SEOG Grant 2022	1,051,069	(50)	508,368	508,368		542,701
PELL 2022	60,000,000	21,696	17,629,667	17,629,667		42,370,333
DOL - OSHA Susan Harwood Training FY22	200,000	18,059	31,188	31,188		168,812
DOL - SUSan Harwood Training Tgt Topic	160,000	16,287	21,795	21,795		138,205
DOE - Accelerate@EPCC Title V	535,622	875	2,886	2,886		532,736
<b>Total</b>	<b>\$ 295,133,833</b>	<b>\$ 3,129,018</b>	<b>\$ 32,903,335</b>	<b>\$ 171,186,936</b>	<b>\$ 704,559</b>	<b>\$ 123,242,338</b>

EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
LOAN FUNDS  
DECEMBER 31, 2021

**EL PASO COMMUNITY COLLEGE**  
**LOAN FUNDS**  
**BALANCE SHEET**  
**DECEMBER 31, 2021**

	<u>Nursing</u>	<u>Other</u>	<u>Loan Fund</u>
<b>Assets:</b>			
Cash & pooled investments	\$ 1,283	\$ 2,623,797	\$ 2,625,080
Loans receivable (net)	<u>13,371</u>	<u>423,770</u>	<u>437,141</u>
<b>Total assets</b>	<b><u>14,654</u></b>	<b><u>3,047,567</u></b>	<b><u>3,062,221</u></b>
 Liabilities and Fund Balance:			
Accounts payable general	\$ 17,111	\$ 17,111	\$ 17,111
Nursing alumni loan fund	2,447	2,447	2,447
Emergency loan fund	2,984,993	2,984,993	2,984,993
Ed Alvarez emergency loan fund	5,000	5,000	5,000
Alternative Loans (Elm)	3,000	3,000	3,000
Direct Loan Program Subsidized	1,096	1,096	1,096
Direct Loan Program Unsubsidized	322	322	322
SGA Emergency Book Loan Program	33,598	33,598	33,598
Federal capital contribution	13,939	13,939	13,939
Institutional capital contribution	1,549	1,549	1,549
Interest collected	8,645	8,645	8,645
Investment income	10,481	10,481	10,481
Federal canceled reimbursement	1,320	1,320	1,320
Penalty collected	2,906	2,906	2,906
Principal cancelled	(19,001)	(19,001)	(19,001)
Collection cost	(5,185)	(5,185)	(5,185)
<b>Total liabilities &amp; fund balance</b>	<b><u>14,654</u></b>	<b><u>3,047,567</u></b>	<b><u>3,062,221</u></b>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
ENDOWMENT FUNDS  
DECEMBER 31, 2021**

EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS  
BALANCE SHEET  
DECEMBER 31, 2021

Assets:	
Cash & Pooled Investments	\$ 783,413
Total assets	<u><u>\$ 783,413</u></u>
Fund balance:	
Fund balance	\$ 783,413
Total fund balance	<u><u>\$ 783,413</u></u>

EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS

STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2021

	Fund Balance 09/01/21	Revenues Additions	Expenditures Deductions	Fund Balance 12/31/21
Albert Horwitz	\$ 29,604	\$ 6	\$ 6	\$ 29,610
Jose Cisneros	99,875	21		99,896
Amado Peña	100,792	21		100,813
Cecilia Ochoa Levine	31,699	6		31,705
Mack Quintana	50,262	610		50,872
Adair Margo	36,498	8		36,506
George W.S. Abbey	34,771	7		34,778
P. & B. Moreno Memorial	28,092	6		28,098
Lucy Scarbrough	36,685	8		36,693
Diane D. Rath	34,158	7		34,165
Bob Wingo	33,527	7		33,534
Raymond Paredes	32,238	7		32,245
Maria A. Peña	57,397	12		57,409
Michael W. Smith	36,714	8		36,722
Gerardo de los Santos	32,812	7		32,819
Augustine D. Gallego	27,040	5		27,045
James Vasquez	26,923	5		26,928
Diana S. Natalicio	26,792	5		26,797
Mark David Milliron	26,773	5		26,778
<b>Total</b>	<b>\$ 782,652</b>	<b>\$ 761</b>	<b>\$ 0</b>	<b>\$ 783,413</b>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
PLANT FUNDS  
DECEMBER 31, 2021**

EL PASO COMMUNITY COLLEGE  
PLANT FUNDS  
BALANCE SHEET  
DECEMBER 31, 2021

	<u>Unexpended Plant</u>	<u>Renewals &amp; Replacements</u>	<u>Debt Retirement</u>	<u>Investment In Plant</u>	<u>Total Plant Funds</u>
<b>Assets:</b>					
Pooled investments	\$ 33,531,816	\$ 1,159,354	\$ 27,363,203	\$ 32,794	\$ 62,054,373
Property taxes receivable			237,393		32,794
Deferred Outflow-Bond Insurance Cost			182		237,393
Accrued Interest					279
Land					13,702,219
Land improvements					19,735,640
Accum. Depr. - Land Improv./Infra					(11,054,385)
Buildings - EPCC					180,526,029
Buildings - federal					9,958,316
Construction in progress					82,937,353
Accum. Depr. - Buildings					(66,693,720)
Furniture & Equipment					15,216,543
Furniture & Equipment - federal					6,542,840
Accum. Depr. - Furniture & Equip.					(18,743,230)
Library books EPCC					6,111,462
Library books - grant					63,151
Accum. Depr. - Library Books					(4,200,832)
Total assets	<u>\$ 33,531,913</u>	<u>\$ 1,159,354</u>	<u>\$ 27,633,572</u>	<u>\$ 234,101,386</u>	<u>\$ 296,426,225</u>
<b>Liabilities:</b>					
Accounts Payable - general					\$ 1,526,579
Revenue bonds 2016					105,140,000
Unamortized Bond premium 2016					11,704,501
Revenue bonds 2017					15,780,000
Deferred Inflow-Gain on Bond Refunding					307,056
Accrued Interest - Bonds					1,319,511
Total liabilities	<u>\$ 1,526,579</u>	<u>\$ 0</u>	<u>\$ 3,536,568</u>	<u>\$ 130,714,500</u>	<u>\$ 135,777,647</u>
<b>Fund balance:</b>					
Designated fund balance					\$ 103,386,886
Total fund balance					\$ 103,386,886
Total liabilities & fund balance	<u>\$ 33,531,913</u>	<u>\$ 1,159,354</u>	<u>\$ 27,633,572</u>	<u>\$ 234,101,386</u>	<u>\$ 296,426,225</u>

**EL PASO COMMUNITY COLLEGE  
UNEXPENDED PLANT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2021**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>2016 Revenue Bond</u>	<u>Other</u>	<u>Total</u>	<u>Budget Balance</u>
Revenues:						
Transferred from current unrestricted	\$ 3,190,829	\$ 3,190,829		\$ 3,190,829	\$ 3,190,829	\$ 0
Intrafund transfers	6,395,000	6,395,000		118,000	118,000	6,277,000
2016 Revenue Bond Interest	2,500	2,500	427		427	2,073
Interest income	11,500	11,500		5,731	5,731	5,769
Total revenues	<u>\$ 9,599,829</u>	<u>\$ 9,599,829</u>	<u>\$ 427</u>	<u>\$ 3,314,560</u>	<u>\$ 3,314,987</u>	<u>\$ 6,284,842</u>
Expenditures:						
Intrafund transfers	\$ 6,395,000	\$ 6,395,000		\$ 118,000	\$ 118,000	\$ 6,277,000
Interfund transfers	548,000	548,000		595,000	595,000	(47,000)
Repairs and rehabilitation	13,539,740	13,539,740		486,400	486,400	13,053,340
Equipment	5,786,312	5,786,312		387,589	387,589	5,398,723
2016 RB - Master Plan Phase I						
Buildings	4,186,593	4,186,593		326,096	326,096	3,860,497
Furniture and Equipment	728,729	728,729		150,454	150,454	578,275
District Wide Projects	129,139	129,139		46,541	46,541	82,598
Proj. Reserve Master Plan Phase I						
Furniture and Equipment	2,656,618	2,656,618		792,416	792,416	1,864,202
District Wide Projects	<u>938,992</u>	<u>938,992</u>	<u>\$ 34,909,123</u>	<u>\$ 523,091</u>	<u>\$ 2,408,255</u>	<u>\$ 28,850</u>
Total expenditures	<u>\$ 34,909,123</u>	<u>\$ 34,909,123</u>	<u>\$ 523,091</u>	<u>\$ 2,408,255</u>	<u>\$ 2,931,346</u>	<u>\$ 910,142</u>
Revenues over/(under) expenditures	\$ (25,309,294)	\$ (25,309,294)	\$ (522,664)	\$ 906,305	\$ 383,641	
Beginning balance - September 1, 2021	31,621,693	31,621,693	5,041,961	26,579,732	31,621,693	
Ending balance - December 31, 2021	<u>\$ 6,312,399</u>	<u>\$ 6,312,399</u>	<u>\$ 4,519,297</u>	<u>\$ 27,486,037</u>	<u>\$ 32,005,334</u>	<u>\$ 31,977,777</u>

**EL PASO COMMUNITY COLLEGE  
RENEWALS & REPLACEMENTS FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2021**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual</u>	<u>Total</u>	<u>Budget Balance Available</u>
<b>Revenues:</b>					
Transfer from unexpended plant funds	\$ 548,000	\$ 548,000	\$ 595,000	\$ 595,000	\$ (47,000)
Transfer from unrestricted current funds	110,000	110,000	110,000	110,000	0
Transfer from auxiliary enterprises	325,000	325,000	0	0	325,000
Other Income	40,000	40,000	4,795	4,795	35,205
Interest income	500	500	273	273	227
<b>Total revenues</b>	<b>\$ 1,023,500</b>	<b>\$ 1,023,500</b>	<b>\$ 710,068</b>	<b>\$ 710,068</b>	<b>\$ 313,432</b>
 <b>Expenditures:</b>					
Replacements and Renovations	\$ 1,761,418	\$ 1,761,418	\$ 288,632	\$ 288,632	\$ 1,472,786
<b>Total expenditures</b>	<b>\$ 1,761,418</b>	<b>\$ 1,761,418</b>	<b>\$ 288,632</b>	<b>\$ 288,632</b>	<b>\$ 1,472,786</b>
Revenues over (under) expenditures	\$ (737,918)	\$ (737,918)	\$ 421,436	\$ 421,436	
Beginning balance-September 1, 2021	737,918	737,918	737,918	737,918	
<b>Ending balance - December 31, 2021</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 1,159,354</b>	<b>\$ 1,159,354</b>	

**EL PASO COMMUNITY COLLEGE  
DEBT RETIREMENT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2021**

	<u>Original Budget</u>		<u>Actual</u>		<u>Budget</u>	
	<u>Debt Service</u>	<u>Revenue Bonds</u>	<u>G.O. Bonds 1975</u>	<u>Total</u>		<u>Balance Available</u>
Revenues:						
Property tax interest	\$ 9,000,000	\$ 6,324,052	\$ 12	\$ 6,324,052	\$ (12)	\$ 2,675,948
General use fees	7,000	757		757		6,243
Interest income	9,009,194					9,009,194
Intrafund transfers	800,000	364,110		364,110		435,890
Tuition	1,801,953					1,801,953
Lost revenue recovery						
Total revenues	<u>\$ 20,618,147</u>	<u>\$ 6,688,919</u>	<u>\$ 12</u>	<u>\$ 6,688,931</u>	<u>\$ 13,929,216</u>	
Expenditures:						
Bond principal	\$ 3,820,000	\$ 1,910,001	\$	\$ 1,910,001	\$	1,909,999
Bond interest	5,244,787	1,759,352		1,759,352		3,485,435
Intrafund transfers	9,009,194					9,009,194
Agents fee	1,825	7,700		0		1,825
Other bond costs	9,042			7,700		1,342
Amortization of bond insurance	11,304			0		11,304
Loss (gain) on bond refunding	(76,764)					(76,764)
Total expenditures	<u>\$ 18,019,388</u>	<u>\$ 3,677,053</u>	<u>\$ 0</u>	<u>\$ 3,677,053</u>	<u>\$ 14,342,335</u>	
Revenues over/(under) expenditures	\$ 2,598,759	\$ 3,011,866	\$ 12	\$ 3,011,878		
Beginning balance - September 1, 2021	<u>21,085,126</u>	<u>21,043,413</u>	<u>41,713</u>	<u>21,085,126</u>		
Ending balance - December 31, 2021	<u>\$ 23,683,885</u>	<u>\$ 24,055,279</u>	<u>\$ 41,725</u>	<u>\$ 24,097,004</u>		

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CUSTODIAL FUNDS  
DECEMBER 31, 2021**

EL PASO COMMUNITY COLLEGE  
CUSTODIAL FUNDS  
BALANCE SHEET  
DECEMBER 31, 2021

<b>Custodial Funds</b>	
ASSETS	
Cash and cash equivalents	\$ <u>296,730</u>
Total assets	\$ <u><u>296,730</u></u>
LIABILITIES	
Accounts payable and other liabilities	\$ 0
Total liabilities	\$ <u>0</u>
FUND BALANCE	
Beginning balance: September 1, 2021	\$ 425,260
Increase (decrease) in fund balance	(128,530)
Ending balance: December 31, 2021	\$ <u>296,730</u>
Total liabilities & fund balance	\$ <u><u>296,730</u></u>

EL PASO COMMUNITY COLLEGE  
STATEMENT OF CHANGES IN FUND BALANCE  
CUSTODIAL FUNDS  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2021

<u>Custodial Funds</u>	
Additions:	
Miscellaneous	\$ <u>96,678</u>
Total additions	\$ <u>96,678</u>
Deductions:	
Scholarship payments to students	\$ <u>225,208</u>
Total deductions	\$ <u>225,208</u>
Net increase (decrease) in fund balance	\$ <u>(128,530)</u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
TEMPORARY INVESTMENTS  
DECEMBER 31, 2021**

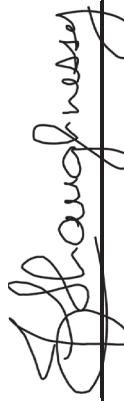
**PORTFOLIO SUMMARY**  
**EL PASO COMMUNITY COLLEGE**  
**DECEMBER 31, 2021**

<b>PORTFOLIO</b>	<b>Book Value</b>			<b>Market Value</b>		
	<b>Beginning Balance</b>	<b>Change</b>	<b>Ending Balance</b>	<b>Beginning Balance</b>	<b>Change</b>	<b>Ending Balance</b>
Pooled Investments	\$ 195,658,597	\$ 22,335,022	\$ 217,993,619	\$ 195,658,597	\$ 22,335,022	\$ 217,993,619
Revenue Bonds	4,643,369	103	4,643,472	4,643,369	103	4,643,472
Debt Service Reserve Fund	11,411,126	186	11,411,312	11,411,126	186	11,411,312
<b>Total Portfolio</b>	<b>\$ 211,713,092</b>	<b>\$ 22,335,311</b>	<b>\$ 234,048,403</b>	<b>\$ 211,713,092</b>	<b>\$ 22,335,311</b>	<b>\$ 234,048,403</b>

Effective yield for December 31, 2021 = 0.0631%

Benchmark: Average 13-week T-Bill rate for December = 0.0675%

The undersigned acknowledge that the College's investment portfolio is in compliance with Generally Accepted Accounting Principles and the policies and strategies as contained in the College's Investment Policy for El Paso Community College and also in compliance with the Public Funds Investment Act of the State of Texas.

 Josette Shaughnessy, CPA Vice President Financial & Administrative Operations	 Fernando Flores Associate Vice President Budget & Financial Services	 Ana P. Zúñiga Comptroller
--	--	--

EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
DECEMBER 31, 2021

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Pooled Investments</b>								
TexPool	\$	101,312,569.21	0.0376	31	11/30/21	12/31/21	\$	\$ 3,333.07
Texas Daily		67,908,652.32	0.0200	31	11/30/21	12/31/21		832.97
Wells Fargo		26,437,375.25	0.2500	3	11/26/21	11/29/21		550.78
Balance 12/1/2021	\$	195,658,596.78					\$ 20,357.99	\$ 4,716.82
 Purchases & Transfers in December 2021								
TexPool	\$	30,981,291.15	0.0376	31	11/30/21	12/31/21	\$ 3,255.90	\$ 0.00
Texas Daily		876.50	0.0200	31	11/30/21	12/31/21		876.50
Wells Fargo		695,903,898.33	0.2500	35	11/26/21	12/31/21	\$ 9,731.08	2,390.35
Balance 12/31/21	\$	217,993,618.57					\$ 13,863.48	\$ 2,390.35
 <b>Revenue Bond</b>								
Texas Daily	\$	4,643,369.49	0.0200	31	11/30/21	12/31/21	\$	\$ 97.49
Balance 12/1/2021	\$	4,643,369.49					\$ 227.40	\$ 97.49
Purchases & Transfers in December 2021	\$	102.27	0.0200	31	11/30/21	12/31/21	\$ 102.27	\$ 0.00
Balance 12/31/21	\$	4,643,471.76					\$ 329.67	\$ 97.49

EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
DECEMBER 31, 2021

	Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Debt Reserve</b>							
TexPool	\$ 1,855,538.62	0.0376	31	11/30/21	12/31/21	\$ 59.21	
Texas Daily	9,555,586.90	0.0200	31	11/30/21	12/31/21		122.55
Balance 12/1/2021	\$ 11,411,125.52					\$ 388.53	\$ 181.76
 Purchases & Transfers in December 2021							
TexPool	\$ 57.96	0.0376	31	11/30/21	12/31/21	\$ 57.96	\$ 0.00
Texas Daily	128.91	0.0200	31	11/30/21	12/31/21	128.91	0.00
Balance 12/31/21	\$ 11,411,312.39					\$ 186.87	\$ 0.00
All Funds	\$ 234,048,402.72					\$ 35,126.54	\$ 7,386.42

## BOARD POLICY ABSTRACT

<b>Policies to be Considered:</b> TASB Local Policies	<b>Policy #:</b> see list below
<b>Policy Section:</b> B (Local Governance) C (Business and Support Services) D (Personnel) E (Instruction) F (Students) G (Community and Governmental Relations)	<input type="checkbox"/> <b>New</b> <input checked="" type="checkbox"/> <b>Revision</b>
<b>Action:</b> <input checked="" type="checkbox"/> For information only ( <input checked="" type="checkbox"/> 1 <sup>st</sup> Reading)  <input type="checkbox"/> For Adoption ( <input type="checkbox"/> 2 <sup>nd</sup> Reading and Approval)	
<b>Resource Person:</b> Julie Penley	
<b>Purpose:</b> To ensure El Paso County Community College District (EPCCCD) Local Policies remain current, the Board of Trustees authorized the College President at its October 2019 Regular Meeting to execute a Community College District Policy Updating Services Agreement with the Texas Association of School Boards' (TASB). This Agreement includes numbered Local Manual Updates in response to changing legal authority.	
<b>Explanation:</b> TASB (Legal) Policies compile federal and state laws, as well as court decisions, and provide a statutory context for TASB (Local) Policies. TASB (Legal) Policies are posted in EPCC's TASB Portal: <a href="https://pol.tasb.org/Home/Index/435">https://pol.tasb.org/Home/Index/435</a>	
<p>As part of Local Manual Update 42, TASB recommends adoption of the attached Local Policies based on the rationale below.</p> <p>BBD (Board Members – Orientation and Training). As permitted by state law, this revision reflects the choice of the board to designate the college district's CEO or the CEO's designee to select a Cybersecurity Training program. Revisions provide that the CEO may remove a board member's access to the college district's computer systems if the board member does not satisfy the training requirements, and, in compliance with law, that the CEO must periodically require the review of the college district's compliance with the cybersecurity training requirements.</p> <p>CF (Purchasing and Acquisition). To ease the college district's response to emergencies, consistent with law, this revision reflects the board's delegation of authority to the college district CEO to contract for the replacement, construction, or repair of equipment or facilities in the event of a catastrophe, emergency, or natural disaster, under certain circumstances. The CEO must report to the board any contracts made under the delegated authority at the next regular meeting.</p> <p>CHA (Site Management – Security). This revision addresses recently-enacted HB 1758 provisions on college district peace officers' use of force by drone. The revisions reflect the decision not to authorize the use of force by drone. In addition, a recommended cross reference to DEC for new language from SB 1359 and HB 2073 addressing Peace Officer Leave has been added.</p> <p>CHF (Site Management – Weapons). In response to the removal of firearm silencers from the legal definition <i>prohibited weapon</i> in HB 957, this revision adds firearm silencers to the college district's locally developed list of prohibited weapons.</p>	

CKD (Insurance and Annuities Management – Health and Life Insurance). This revision reflects the board’s decision to extend group benefits program eligibility under the Insurance Code to employees who perform services outside of the state.

CM (Facilities Construction). To ease the college district’s response to emergencies, consistent with law, this revision reflects the board’s delegation of authority to the college district CEO to contract for the replacement, construction, or repair of equipment or facilities in the event of a catastrophe, emergency, or natural disaster, under certain circumstances. The CEO must report to the board any contracts made under the delegated authority at the next regular meeting.

DIAA (Freedom From Discrimination, Harassment, and Retaliation – Sex and Sexual Violence). This revision addresses recently-enacted SB 1371, clarifying that a college district Peace Officer may only be required to disclose the type of incident in a report of prohibited conduct submitted by the officer to the Title IX coordinator if the officer receives information regarding the incident from a student who chooses to complete a pseudonym form. Additional amendments are to conform to TASB style.

DK (Professional Development). As permitted by state law, this revision reflects the board’s choice to designate the college district’s CEO or the CEO’s designee to select a Cybersecurity Training program. Revisions provide that the CEO may remove an employee’s access to the college district’s computer systems if the employee does not satisfy the training requirements. The revisions also provide, in compliance with the law, that the CEO must verify and report cybersecurity training by college district employees and periodically require the review of the college district’s compliance with the cybersecurity training requirements.

DMD (Termination of Employment – Resignation). This revision is based on best practices and require resignations submitted by contract employees to be filed with the college district’s CEO or other board designee but continue to permit the college district’s CEO to delegate authority to accept at-will resignations to other administrators.

ECC (Instructional Arrangements – Course Load and Schedules). This revision addresses recently-enacted SB 165 requirements that college districts allow students to exceed the six-course limit on the number of dropped courses in the event of certain disasters.

FFDA (Freedom From Discrimination, Harassment and Retaliation – Sex and Sexual Violence). This revision addresses recently-enacted SB 1371, clarifying that a college district Peace Officer may only be required to disclose the type of incident in a report of prohibited conduct submitted by the officer to the Title IX coordinator if the officer receives information regarding the incident from a student who chooses to complete a pseudonym form.

FLB (Student Rights and Responsibilities – Student Conduct). This revision clarifies language related to Prohibited Weapons and Devices to better match the corresponding language at CHF (Local).

GCB (Public Information Program – Requests for Information). This revision addresses the recently enacted SB1225 requirements related to the Suspension of Public Information During a Catastrophe. This revision also addresses the new contact for public information requests.

**Recommendation:** Review and comment by the Board of Trustees.

<u>Orientation</u>	<p>The Board and the College President shall provide an orientation for new Board members within the calendar year of their election to assist them in understanding the Board's function, policies, and procedures. Assistance given in the orientation of new Board members may include the following, as appropriate or available:</p> <ol style="list-style-type: none"><li>1. Selected materials on the responsibilities of being a contributing member of the Board.</li><li>2. Material pertinent to meetings and an explanation of its use.</li><li>3. Invitations to meet with the College President and other administrative personnel designated by the College President to discuss services the administration performs for the Board.</li><li>4. Access to a copy of the Board's policies and administrative regulations and other documents and information currently in use by other Board members.</li><li>5. Information regarding appropriate meetings and workshops.</li><li>6. A formal orientation on legal and budgetary oversight responsibilities of the Board.</li><li>7. Other information and activities as the Board or the College President deems useful in fulfilling the role of Board member.</li></ol>
<u>Annual Training Plan</u>	<p>The College President shall work with the Board to develop and implement an annual plan to address the training needs of Board members.</p>
<u>Public Information Coordinator</u> <u>Cybersecurity Training</u>	<p>The College President or designee shall <u>determine, from the list of cybersecurity training programs certified by the Department of Information Resources (DIR) and published to DIR's website, the cybersecurity training program to be used in the College District. The College President may remove access to the College District's computer systems and databases for noncompliance with training requirements as appropriate.</u></p> <p><u>The College President shall periodically require an internal review of the College District to ensure compliance with the cybersecurity training requirements.</u></p>
<u>Public Information Coordinator</u>	<p><u>The College President or designee shall</u> fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012.</p>

<b>Purchasing Authority</b>	The Board delegates to the College President or designee the authority to make budgeted purchases for goods and services. Any purchases not included in the budget shall be taken to the Board for approval.
<u><a href="#">Emergency Exception</a></u>	<u>In the event of a catastrophe, emergency, or natural disaster affecting the College District, the Board delegates to the College President the authority to contract for the replacement, construction, or repair of College District equipment or facilities in accordance with law if emergency replacement, construction, or repair is necessary for the health and safety of College District students and staff. The College President shall report to the Board at the next regular meeting any contract made under this authority.</u>
Purchasing Procedures	The College President shall develop purchasing procedures to implement the requirements of state and federal law. [See CAA, CAAB, and CH(LEGAL)]
<b>Purchasing Method</b>	The Board delegates to the College President or designee the authority to determine the method of purchasing in accordance with state and federal law.
Competitive Bidding	If competitive bidding is chosen as the purchasing method, the College President or designee shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.  The College District may reject any and all bids.
Competitive Sealed Proposals	If competitive sealed proposals are chosen as the purchasing method, the College President or designee shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time for opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.  The College District may reject any and all proposals.

Electronic Bids or Proposals	Bids or proposals that the College District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.
<b>Responsibility for Debts</b>	The Board shall assume responsibility for debts incurred in the name of the College District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the College District's purchasing procedures. [See CC] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons making unauthorized purchases shall assume full responsibility for all such debts.
<b>Purchase Commitments</b>	All purchase commitments shall be made by the College President or designee, in accordance with administrative procedures, including the College District's purchasing procedures.
<b>Personal Purchases</b>	College District employees shall not be permitted to make purchases for personal use through the College District's business office.
<b>Delinquent Franchise Taxes</b>	Each corporation contracting with the College District shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement to that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

<b>College District Police Department</b>	To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a College District police department and shall employ and commission peace officers.
<b>Jurisdiction</b>	The jurisdiction of College District peace officers shall include all counties in which property is owned, leased, rented, or otherwise under the control of the College District.
<b>Police Authority</b>	<p>While within the jurisdiction set out in this policy, peace officers employed and commissioned by the College District shall have all the powers, privileges, and immunities of peace officers. Subject to limitations in law, College District peace officers shall have the authority to:</p> <ol style="list-style-type: none"><li>1. Protect the safety and welfare of any person in the jurisdiction of the College District and protect the property of the College District.</li><li>2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, College District police officers may serve search warrants in connection with College District-related investigations in compliance with the Texas Code of Criminal Procedure.</li><li>3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.</li><li>4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.</li><li>5. Enforce College District policies, rules, and regulations on College District property or at College District functions.</li><li>6. Investigate violations of College District policies, rules, and regulations as requested by the College President and participate in hearings concerning alleged violations.</li><li>7. Carry weapons as directed by the chief of police and approved by the College President.</li><li>8. Carry out all other duties as directed by the chief of police or College President.</li></ol>

Temporary Assignment	College District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.
<b>Limitations on Outside Employment</b>	No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the chief of police and College President or designee.
<b>Relationship with Outside Agencies</b>	The College District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The chief of police and the College President or designee shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.
<b>Use of Force</b>	The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.
<u>By Drone</u>	<u>The College District shall not use force by means of a drone.</u>
<b>High-Speed Pursuit</b>	Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.
<b>Video Monitoring</b>	Video equipment shall be used on a College District police car for safety purposes whenever the flashing lights on a car are in use.
Access to Recordings	Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law.
<b>Officer Training</b>	All College District officers shall receive at least the minimum amount of education and training required by law.
<u>Peace Officer Leave</u>	<u>For provisions regarding mental health leave and quarantine leave for peace officers, see DEC.</u>
<b>Department Regulations Manual</b>	To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The chief of police and the College President or designee shall review the manual annually and make any appropriate revisions.

**Racial Profiling** The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Peace officers employed by the College District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.

**Complaints** Complaints against a College District police officer shall be in writing on a form provided by the College District and shall be signed by the person making the complaint. In accordance with law, the College District shall provide to the police officer a copy of the complaint. [See Complaint Against Peace Officer at CHA(LEGAL)]  
Appeals regarding this complaint process shall be filed in accordance with DGBA, FLD, or GB, as appropriate.

**Firearms**

The College District prohibits the use, possession, or display of a firearm on College District property or at a College District-sponsored or -related activity in violation of law and College District regulations.

**Other Weapons and Devices Prohibited**

The College District prohibits the use, possession, or display of any location-restricted knife, club, knuckles, firearm silencers, or prohibited weapon, as defined by law, on College District property or at a College District-sponsored or -related activity, unless written authorization is granted in advance by the College President or designee.

Additionally, the following weapons are prohibited on College District property or at any College District-sponsored or -related activity:

1. Fireworks of any kind;
2. Incendiary devices;
3. Instruments designed to expel a projectile with the use of pressurized air, like a BB gun;
4. Razors;
5. Chains; or
6. Martial arts throwing stars.

The possession or use of articles not generally considered to be weapons may be prohibited when the College President or designee determines that a danger exists for any student, College District employee, or College District property by virtue of possession or use.

**Violations**

Employees and students found to be in violation of this policy shall be subject to disciplinary action. [See DH, FM, and FMA]

**College District  
Contribution**

The College District shall contribute the following amounts to the health insurance premiums for employees eligible to participate in the Texas Employees Uniform Group Insurance Program:

1. For an eligible full-time employee who works at least 30 hours per week, 100 percent to the premiums for the employee and 50 percent to the premiums for that employee's eligible dependents.
2. For an eligible part-time employee who works less than 30 hours per week, 50 percent to the premiums for the employee and 25 percent to the premiums for that employee's eligible dependents.

The Board may allocate funds as part of the annual budget development and adoption process for contributions to employee premiums for any additional health and life insurance programs available to employees.

Eligibility of  
Employees

If at least 75 percent of an employee's services are performed outside Texas, then the employee, if otherwise eligible, may participate in the Texas Employees Uniform Group Insurance Program in accordance with College District regulations.

Performing Services  
Outside Texas

Outside Texas

An employee's services are performed outside Texas if they are performed while the employee is located outside Texas and do not include instruction to a College District student who is located in-state.

**Continuation  
Coverage**

The College District shall continue its contribution toward the cost of the employee's group health insurance coverage while the employee is on paid leave or, if applicable, while the employee is on family and medical leave. [See DEC]

The College District shall not otherwise expend public funds for group health insurance coverage of an employee who is not on paid leave status. However, an employee who is not on paid leave status or Family and Medical Leave Act (FMLA) leave shall be allowed to continue group health insurance coverage, at his or her own expense, for the period specified in the College District's group health insurance plan.

<b>Compliance with Law</b>	The College President or designee shall establish procedures ensuring that all facilities within the College District comply with applicable laws and local building codes.
<b>Construction Contracts</b>	Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the College President shall recommend the project delivery/contract award method that <u>the College President</u> <del>the or she</del> determines provides the best value to the College District. [See CM series]
	For construction contracts valued at or above \$50,000, the College President shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the College President and consistent with law and policy. [See also CF]
<u><b>Emergency Exception</b></u>	<u>In the event of a catastrophe, emergency, or natural disaster affecting the College District, the Board delegates to the College President the authority to contract for the replacement, construction, or repair of College District equipment or facilities in accordance with law if emergency replacement, construction, or repair is necessary for the health and safety of College District students and staff. The College President shall report to the Board at the next regular meeting any contract made under this authority.</u>
<b>Change Orders</b>	Change orders permitted by law shall be approved prior to executing any changes in the approved plans or in the actual construction of the facility.
	Change orders valued at or above the contract amount approved by the Board shall require Board approval. The College President shall be authorized to approve change orders of a lesser amount.
<b>Project Administration</b>	All construction projects shall be administered by the College President or designee.
	The College President or designee shall keep the Board informed concerning construction projects and also shall provide information to the general public.
<b>Final Payment</b>	The College District shall not make final payments for the construction or the supervision of construction until the work has been completed and the College District has accepted the work.

---

**Note:** This policy addresses complaints of sex and gender discrimination, sexual harassment, sexual violence, dating violence, domestic violence, stalking, and retaliation targeting employees. For additional legally referenced material relating to discrimination, harassment, and retaliation, see DAA(LEGAL). For sex discrimination, sexual harassment, sexual violence, dating violence, domestic violence, stalking, and retaliation targeting students, see FFDA.

---

**Statement of  
Nondiscrimination**

The College District prohibits discrimination, including harassment, against any employee on the basis of sex. Retaliation against anyone involved in the complaint process is a violation of College District policy and is prohibited.

**Definitions**

Employee

Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of sex that adversely affects the employee’s employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee’s employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee’s work performance or creates an intimidating, threatening, hostile, or offensive work environment.

*Sexual Violence*

Sexual violence is a form of sexual harassment. Sexual violence includes physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent due to the victim’s use of drugs or alcohol or due to an intellectual or other disability.

*Dating Violence* “Dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

*Domestic Violence* “Domestic violence” means violence committed by:

- A current or former spouse or intimate partner of the victim;
- A person with whom the victim shares a child in common;
- A person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;
- Any other member of the victim's family as defined by state law;
- Any other current or former member of the victim's household as defined by state law;
- A person in a dating relationship with the victim as defined by state law; or
- Any other person who acts against the victim in violation of the family violence laws of this state or the jurisdiction where the conduct occurs.

*Stalking* “Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

For the purposes of this definition:

1. “Course of conduct” means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
2. “Reasonable person” means a reasonable person under similar circumstances and with similar identities to the victim.

*Examples* Examples of sexual harassment of an employee may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; sexual assault as defined by law; offensive or derogatory language

directed at another person's gender identity; and other sexually motivated conduct, communication, or contact.

Examples may also include forms of dating violence, domestic violence, or stalking, such as physical or sexual assaults; name-calling; put-downs; or threats directed at the employee, the employee's family members, or members of the employee's household; destroying the employee's property; threatening to commit suicide or homicide if the employee ends the relationship; tracking the employee; attempting to isolate the employee from friends and family; threatening an employee's spouse or partner; or encouraging others to engage in these behaviors.

Prohibited Conduct	In this policy, the term "prohibited conduct" includes discrimination, sexual harassment, dating violence, domestic violence, stalking, and retaliation as described by this policy, even if the behavior does not rise to the level of unlawful conduct.
Complainant	In this policy, the term "complainant" refers to an employee who is alleged to have experienced prohibited conduct.
Respondent	In this policy, the term "respondent" refers to a person who is alleged to have committed prohibited conduct.
Confidential Employee	A "confidential employee" is a person who holds a professional license requiring confidentiality, such as a counselor or medical provider, who is supervised by such a person, or a person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source.
<b>Reporting Procedures</b>	A victim of prohibited conduct has the right to report the incident to the College District and to receive a prompt and equitable resolution of the report.
Reporting by Alleged Victim	An employee who believes that <u>the employee</u> <del>he or she</del> has experienced prohibited conduct may report the alleged acts to <u>the employee</u> <del>his or her</del> immediate supervisor, to the Title IX coordinator, or to the College President or designee.
	Reports against the Title IX coordinator may be directed to the College President. A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation. An employee shall not be required to report prohibited conduct to the person alleged to have committed the conduct.
	Alternatively, the employee may report electronically through the College District's website.

A victim of a crime has the right to choose whether to report the crime to law enforcement, to be assisted by the College District in reporting the crime to law enforcement, or to decline to report the crime to law enforcement.

It is important that a victim of prohibited conduct go to a hospital for treatment and preservation of evidence, if applicable, as soon as practicable after the incident.

**Reporting by Other Employees**

Any employee who believes that another employee has experienced prohibited conduct, regardless of when or where the incident occurred, shall immediately report the alleged acts to the Title IX coordinator. Additionally, the employee may report to the College President or designee.

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

**Exceptions**

**Disclosure at Event**

A person who received the information solely from a disclosure at a sexual harassment, sexual assault, dating violence, or stalking public awareness event sponsored by a postsecondary educational institution or by an employee organization affiliated with the institution is not required to report the prohibited conduct unless the person has authority to institute corrective measures on behalf of the College District.

**Employee Subject to Confidentiality Rules**

Absent the employee's consent, or unless required by law, a confidential employee shall only be required to disclose the type of incident reported and may not disclose information that would violate the employee's expectation of privacy. If multiple confidential employees receive information about the same alleged incident, then only one report disclosing the type of incident must be submitted.

**Peace Officer**

A College District peace officer who received information regarding the incident from an employee who chooses to complete a pseudonym form as described by law shall only be required to disclose the type of incident reported and may not disclose the employee's name, phone number, address, or other information that may directly or indirectly reveal the employee's identity.

**Prior Report**

A person who has either learned of an incident of prohibited conduct during the course of the College District's review or process, or has confirmed with the person or office overseeing the review or process that the incident has been previously reported, is not required to report the prohibited conduct.

**Title IX Coordinator**

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The College District designates the following person to coordinate its efforts to

comply with Title IX of the Education Amendments of 1972, as amended, and related state and federal laws:

Title IX Coordinator: [Ms. Maria E.\(Malena\) Field, Employee Relations Adviser](#)  
[Ms. Audry Ortegon, Executive Director of Employee Relations & Compliance](#)

Address: P.O. Box 20500, El Paso, TX 79998-0500

Telephone: [\(915\) 831-6458](#)[\(915\) 831-6373](#)

Email: [Title IX Coordinator email<sup>1</sup>](#)

Webpage: [Title IX/Sexual Misconduct webpage<sup>2</sup>](#)

**Responsible Employees**

All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance with Title IX.

**Timely Reporting**

A failure to immediately report prohibited conduct may impair the College District's ability to investigate and address the conduct.

**Consolidate Reports**

When the allegations underlying two or more complaints arise out of the same facts or circumstances, the College District may consolidate the complaints.

**Advisor**

Each party to a complaint may be assisted by an advisor of the party's choice who may participate in the proceedings in a manner consistent with College District procedures.

**Conflict of Interest Prohibited**

No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall have a conflict of interest or bias.

**Training**

A person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law and College District procedures.

**Days**

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

**Extension of Timelines**

Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an extension and the reason for the extension. A limited delay determined to be necessary so as not to impede a criminal or regulatory investigation shall constitute good cause for an extension of timelines established by this policy and associated procedures.

<b>Investigation of the Report</b>	The College District may request, but shall not insist upon, a written report. If a report is made orally, the Title IX coordinator or designee shall reduce the report to written form.
<b>Initial Assessment</b>	Upon receipt or notice of a report, the Title IX coordinator shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the Title IX coordinator shall promptly offer supportive measures to the complainant. The Title IX coordinator shall explain the process for filing a formal complaint and assess any request not to investigate. If the College District moves forward with the investigation, the Title IX coordinator shall immediately provide notice to the known parties to the complaint.
	If the Title IX coordinator determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the Title IX coordinator shall refer the complaint for consideration under the appropriate policy.
<b>Request Not to Investigate</b>	The complainant may request that the College District not investigate the allegations. If the complainant requests that the allegations not be investigated, in deciding whether to initiate the investigation, the College District must consider the factors described by law and any other factors the College District considers relevant.
	The College District shall promptly notify the complainant of the decision regarding whether it will conduct the investigation. If the College District decides not to investigate the allegations, the College District shall take reasonable steps to protect the health and safety of the College District community.
<b>Formal Complaint</b>	To be considered a formal complaint under Title IX, the complainant or the Title IX coordinator must sign the written report.
<b>Notice to Parties</b>	The notice to the parties must describe the allegations and the formal and informal options for resolution of the complaint. The notice must state that the respondent is presumed not responsible until a determination regarding responsibility is made. The notice must also include information regarding the option to select an advisor, the opportunity to inspect and review evidence, and the prohibition on knowingly making false statements or submitting false information during the investigation and any ensuing proceedings.
	If the allegations are subsequently amended, the College District shall provide an updated notice reflecting the new allegations.
<b>Informal Resolution</b>	The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution

of a formal complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within ten days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process.

Formal Resolution	If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation.
Supportive Measures	If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to prevent prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive measures include work accommodations, such as leaves of absence or administrative leave; mutual restrictions on contact between the parties; counseling and health services; and increased security and monitoring of certain areas of the campus.
College District Investigation	The investigation may be conducted by the Title IX coordinator or a designee or by a third party designated by the College District, such as an attorney. When appropriate, the supervisor shall be involved in or informed of the investigation.
	The investigation may consist of personal interviews with the complainant, the respondent, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.
	The parties shall be provided an equal opportunity to present witnesses and evidence and to inspect and review any directly related evidence obtained by the College District so that the parties may meaningfully respond during the investigation process. The parties expected to participate in an investigative interview or other meeting shall be provided written notice in enough time to prepare to participate.
	At least ten days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.
Concluding the Investigation	The investigation shall be completed within a reasonable time, not to exceed 30 days from the date of the report.

	<p>The investigator shall prepare a written report of the investigation. The investigation report shall be filed with the Title IX coordinator within five days following the completion of the investigation.</p>
Notification of the Report	<p>The Title IX coordinator shall provide the investigation report, within the extent permitted by law, to the complainant and the respondent promptly following receipt. The parties shall be given ten days to respond to the report.</p>
<b>College District Action</b>	<p>The Title IX coordinator shall submit the investigation report to the Title IX committee promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.</p> <p>The Title IX committee or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed ten days. The hearing shall be conducted in accordance with law and College District procedures.</p> <p>After the hearing, the Title IX committee or designee shall determine whether each individual allegation of prohibited conduct occurred using a preponderance of evidence standard and determine the appropriate disciplinary or corrective action. In making the determination, the Title IX committee or designee shall evaluate all relevant evidence objectively and shall not make credibility assessments based on a person's status as the complainant, the respondent, or a witness. The Title IX committee or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.</p>
Disciplinary or Corrective Action	<p>If the Title IX committee or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.</p> <p>The College District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.</p> <p>Examples of disciplinary or corrective action may include:</p> <ul style="list-style-type: none"><li>• Implementing the disciplinary measures described in DH and the DM series for employees or FM for students;</li><li>• Providing a training program for those involved in the complaint;</li><li>• Providing a comprehensive education program for the College District community;</li></ul>

- Providing counseling for the victim and the student who engaged in prohibited conduct;
- Permitting the victim or student engaged in the prohibited conduct to drop a course in which they both are enrolled without penalty;
- Conducting follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred;
- Involving employees in efforts to identify problems and improve the College District climate;
- Increasing staff monitoring of areas where prohibited conduct has occurred;
- Reaffirming the College District's policy against discrimination and harassment; and
- Taking other actions described in College District regulations.

*Exception*

The College District shall minimize attempts to require a complainant to resolve the problem directly with the person who engaged in the harassment; however, if that is the most appropriate resolution method, the College District shall be involved in an appropriate manner.

*Improper Conduct*

If the Title IX committee or designee determines that improper conduct occurred that did not rise to the level of prohibited conduct, the College District may take disciplinary action in accordance with College District policy and procedures or other corrective action reasonably calculated to address the conduct.

**Dismissal of Complaint**

Mandatory Dismissal

An allegation presented as a formal complaint under Title IX is subject to the mandatory dismissal procedures under law.

Permissive Dismissal

Any complaint may be dismissed at any time on request of a complainant. The Title IX coordinator must first assess the request in accordance with this policy at Request Not to Investigate, above.

A complaint may also be dismissed if specific circumstances prevent the College District from gathering evidence sufficient to reach a determination as to the complaint or allegations.

Notice of Dismissal

Upon dismissal of a complaint, the Title IX coordinator or the Title IX committee or designee shall provide the parties written notice of the dismissal.

<b>Confidentiality</b>	To the greatest extent possible, consistent with law, the College District shall respect the privacy of the complainant or the respondent or a person who makes a report or serves as a witness. Limited disclosures may be necessary to carry out the purposes of this policy and associated regulations and to comply with applicable law.
<b>Retaliation</b>	<p>The College District prohibits retaliation against any person for the purpose of interfering with a right or privilege under this policy; the complainant; or a person who, in good faith, makes a report or complaint, serves as a witness, or otherwise participates or refuses to participate in an investigation, proceeding, or hearing under this policy. This prohibition does not apply to discipline of a person who perpetrated or assists in the perpetration of the prohibited conduct.</p> <p>A person who is alleged to have experienced retaliation may pursue a claim under this policy or policy FFDA, as appropriate.</p>
<b>Examples</b>	Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.
<b>Failure to Report and False Claims</b>	An employee who fails to make a required report or an employee or student who intentionally makes a false claim, offers a false statement, or refuses to cooperate with a College District investigation regarding prohibited conduct shall be subject to appropriate disciplinary action.
<b>Appeal</b>	If the Title IX committee or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the Title IX committee or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.
<b>Discipline or Corrective Action</b>	
<i>Employees</i>	
Suspension	
Without Pay or Termination of Contract	
Employees	
Other Action	If the Title IX committee or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the Title IX committee or designee shall inform the employee that the employee may appeal the determination within ten days in accordance with DGBA beginning at Level Three.
<i>Students</i>	
Suspension	If the Title IX committee or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A conference shall be scheduled within ten days of the notice of

determination in accordance with FMA, beginning at Appeal to College District Administration.

Expulsion	If the Title IX committee or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President to schedule an expulsion hearing before the Board in accordance with FMA.
Other Action	If the Title IX committee or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the Title IX committee or designee shall inform the student that the student may appeal the determination within ten days in accordance with FMA, beginning at Appeal to College District Administration.
Other Appeals	All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]
Complaints Filed with State or Federal Agencies	A party shall be informed of any right to file a complaint with appropriate state or federal agencies.
<b>Records Retention</b>	Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]
<b>Access to Policy, Procedures, and Related Materials</b>	Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to applicants for admission and employment and annually to College District employees, students, and parents or guardians of dual credit students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials and any materials used to train a person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator shall also be prominently published on the College District's website on a dedicated page accessible through a clear link on the homepage, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to an employee who makes a report.

<sup>1</sup> Title IX Coordinator email: <mailto:mfield5@epcc.edu> [ortego3@epcc.edu](mailto:ortego3@epcc.edu)

---

<sup>2</sup> Title IX/Sexual Misconduct webpage:  
[https://www.epcc.edu/About/Policies/title-ix?from=website\\_footer](https://www.epcc.edu/About/Policies/title-ix?from=website_footer)

**Cybersecurity  
Training**

Each employee shall meet the professional development standards described by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) as well as any professional development required of the employee by state or federal law or administrative regulations.

Each employee shall seek approval prior to pursuing professional development in accordance with administrative regulations.

The College President or designee shall determine, from the list of cybersecurity training programs certified by the Department of Information Resources (DIR) and published to DIR's website, the cybersecurity training program to be used in the College District. The College President shall verify and report to DIR, in the form required by DIR, the compliance of each employee required to complete the program. The College President may remove access to the College District's computer systems and databases for non-compliance with training requirements as appropriate.

The College President shall periodically require an internal review of the College District to ensure compliance with the cybersecurity training requirements.

TERMINATION OF EMPLOYMENT  
RESIGNATION

DMD  
(LOCAL)

<b>General Requirements</b>	All resignations shall be submitted in writing to the College President or <u>other person designated by the Board in accordance with this policy</u> . The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.  <u>If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the College President or other person designated by the Board.</u>
<b>Contract Employees</b>	<p>Any employee serving under a term contract may resign <u>the employee's his or her</u> position and leave the employment of the College District effective at the end of the contract term without penalty, provided the employee submits a letter of resignation, in accordance with administrative regulations and the provisions at <u>General Requirements</u><b>GENERAL REQUIREMENTS</b>, above.</p> <p>The College President or <u>other person designated by Board action</u><b>designee</b> shall be authorized to accept a term contract employee's resignation effective at the end of the contract term.</p>
Prior to End of the Contract Term	An employee serving under a term contract wishing to resign prior to the end of the contract term must submit a letter of resignation in accordance with the provisions at <u>General Requirements</u> <b>GENERAL REQUIREMENTS</b> . The consent of the Board or <u>other person designated by Board action</u> <b>its designee</b> is required for resignations effective prior to the end of the contract term.
<b>At-Will Employees</b>	The College President <u>or designee</u> shall be authorized to accept the resignation of an at-will employee at any time. <u>The College President may delegate to other administrators the authority to accept a resignation of an at-will employee.</u>
<b>Board Report</b>	At the next Board meeting, the College President shall provide to the Board a list of the employees who have resigned since the last Board meeting.
<b>Withdrawal of Resignation</b>	Once submitted and accepted, the resignation of an employee serving under a term contract may not be withdrawn without the consent of the Board.

**Course Load**

The normal course load for the fall or spring semester shall be 15 semester hours. Course loads in excess of 16 semester hours shall require approval by the dean. The maximum course load shall be no more than 21 semester hours.

The normal course load for the summer session shall be six semester hours for each six-week term or 12 semester hours for a full summer semester. Course loads in excess of six semester hours per term or 12 semester hours per summer semester shall require approval by the dean. The maximum summer credit hours earned shall be eight semester hours for one term or 16 semester hours for a full summer semester.

**Limitation on  
Number of Dropped  
Courses**

A College District student shall not be permitted to drop more than six courses taken while enrolled at the College District or another public institution of higher education. For the limit to apply:

1. The student must be permitted to drop the course without receiving a grade or being penalized academically;
2. The student's transcript must indicate or will indicate the student was enrolled in the course; and
3. The student must not have dropped the course to withdraw from the College District.

**Exceptions for  
Good Cause**

A student shall be permitted to exceed the limit on the number of dropped courses for any of the following reasons:

1. A severe illness or other debilitating condition that affects the student's ability to satisfactorily complete a course;
2. The care of a sick, injured, or needy person if providing that care affects the student's ability to satisfactorily complete a course;
3. The death of a member of the student's family as defined by law;
4. The death of a person who has a sufficiently close relationship to the student as defined by law;
5. The student's active military duty service;
6. The active military service of a member of the student's family or a person who has a sufficiently close relationship to the student; ~~or~~
7. A change in the student's work schedule that is beyond the student's control and affects the student's ability to satisfactorily complete the course; or -

INSTRUCTIONAL ARRANGEMENTS  
COURSE LOAD AND SCHEDULES

ECC  
(LOCAL)

	<p><u>8. A disaster declared by the governor that prevents or limits in-person course attendance for a period that significantly affects the student's ability to participate in coursework.</u></p>
Exception for Reenrolled Students	A qualifying reenrolled student may drop a seventh course in accordance with law.
<u>Exception for COVID-19 Pandemic</u>	<u>A course dropped by a student during the 2020 spring or summer semester or the 2020–21 academic year because of a bar or limit on in-person course attendance due to the COVID-19 pandemic may not be counted toward the limit on the number of dropped courses.</u>
Procedures	The College President shall develop procedures to implement this policy and shall publish the procedures in the College District catalog.

---

**Note:** This policy addresses complaints of sex discrimination, sexual harassment, sexual assault, dating violence, domestic violence, stalking, and retaliation targeting students. For additional legally referenced material relating to discrimination, harassment, and retaliation, see FA(LEGAL). For sex discrimination, sexual harassment, sexual assault, dating violence, domestic violence, stalking, and retaliation targeting employees, see DIAA.

---

**Statement of  
Nondiscrimination**

The College District prohibits discrimination, including harassment, against any student on the basis of sex or gender. Retaliation against anyone involved in the complaint process is a violation of College District policy and is prohibited.

**Definitions**

Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of sex or gender that adversely affects the student.

Sexual Harassment

*By an Employee*

Sexual harassment of a student by a College District employee includes unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A College District employee causes the student to believe that the student must submit to the conduct to participate in a college program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it limits or denies the student's ability to participate in or benefit from the College District's educational program or activities.

*By Others*

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it limits or denies a student's ability to participate in or benefit from the College District's educational program or activities.

*Sexual Violence*

Sexual violence is a form of sexual harassment. Sexual violence includes physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the victim's use of drugs or alcohol or due to an intellectual or other disability.

*Dating Violence*

"Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature

with the victim. The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

*Domestic  
Violence*

“Domestic violence” means violence committed by:

- A current or former spouse or intimate partner of the victim;
- A person with whom the victim shares a child in common;
- A person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;
- Any other member of the victim’s family as defined by state law;
- Any other current or former member of the victim’s household as defined by state law;
- A person in a dating relationship with the victim as defined by state law; or
- Any other person who acts against the victim in violation of the family violence laws of this state or the jurisdiction where the conduct occurs.

*Stalking*

“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person’s safety or the safety of others or suffer substantial emotional distress.

For the purposes of this definition:

1. “Course of conduct” means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person’s property.
2. “Reasonable person” means a reasonable person under similar circumstances and with similar identities to the victim.

*Examples*

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; rape; sexual assault as defined by law; sexual battery; sexual coercion; and other sexually motivated conduct, communications, or contact.

Examples may also include forms of dating violence, domestic violence, or stalking, such as physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household; destroying the student's property; threatening to commit suicide or homicide if the student ends the relationship; tracking the student; attempting to isolate the student from friends and family; threatening a student's spouse or partner; or encouraging others to engage in these behaviors.

Gender-Based  
Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct limits or denies a student's ability to participate in or benefit from the College District's educational program.

Acts of gender-based harassment may also be considered sex discrimination or sexual harassment.

*Examples*

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Prohibited Conduct

In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, domestic violence, stalking, and retaliation as described by this policy, even if the behavior does not rise to the level of unlawful conduct.

Complainant

In this policy, the term "complainant" refers to an applicant for admission or a student who is alleged to have experienced prohibited conduct. The term also includes a former student who is alleged to have experienced prohibited conduct while participating, or attempting to participate, in the College District's educational program or activity.

Respondent

In this policy, the term "respondent" refers to a person who is alleged to have committed prohibited conduct.

Confidential  
Employee

A "confidential employee" is a person who holds a professional license requiring confidentiality, such as a counselor or medical provider, who is supervised by such a person, or a person who is a

	nonprofessional counselor or advocate designated in administrative procedures as a confidential source.
<b>Reporting Procedures</b>	A victim of prohibited conduct has the right to report the incident to the College District and to receive a prompt and equitable resolution of the report.
Student Report	<p>Any student who believes that <u>the student he or she</u> has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to the Title IX coordinator, the College President, or another employee. A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation. A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct.</p> <p>Alternatively, a student may submit the report electronically through the College District's website. The submission of an anonymous electronic report may impair the College District's ability to investigate and address the prohibited conduct.</p>
	A victim of a crime has the right to choose whether to report the crime to law enforcement, to be assisted by the College District in reporting the crime to law enforcement, or to decline to report the crime to law enforcement.
	It is important that a victim of prohibited conduct go to a hospital for treatment and preservation of evidence, if applicable, as soon as practicable after the incident.
<i>Exception</i>	Absent consent or unless required by law, a student designated in administrative regulations as a student advocate to whom another student may speak confidentially concerning prohibited conduct may not disclose any communication made by the other student.
Employee Report	Any College District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct, regardless of when or where the incident occurred, shall immediately notify the Title IX coordinator and shall take any other steps required by this policy. Additionally, the employee may report to the College President or designee.
	A report against the College President must also be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.
<i>Exceptions</i>	A person who received the information solely from a disclosure at a sexual harassment, sexual assault, dating violence, or stalking public awareness event sponsored by a postsecondary educational
Disclosure at Event	

institution or by a student organization affiliated with the institution is not required to report the prohibited conduct unless the person has the authority to institute corrective measures on behalf of the College District.

Employee  
Subject to  
Confidentiality  
Rules

Absent the student's consent, or unless required by law, a confidential employee shall only be required to disclose the type of incident reported and may not disclose information that would violate the student's expectation of privacy. If multiple confidential employees receive information about the same alleged incident, then only one report disclosing the type of incident must be submitted.

Peace Officer

A College District peace officer who received information regarding the incident from a student who chooses to complete a pseudonym form as described by law shall only be required to disclose the type of incident reported and may not disclose the student's name, phone number, address, or other information that may directly or indirectly reveal the student's identity.

Prior Report

A person who has either learned of an incident of prohibited conduct during the course of the College District's review or process, or has confirmed with the person or office overseeing the review or process that the incident has been previously reported, is not required to report the prohibited conduct.

**Title IX Coordinator**

Reports of discrimination based on sex, including sexual harassment and gender-based harassment, may be directed to the Title IX coordinator. The College District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, and related state and federal laws:

Title IX Coordinator: Dr. Carlos Amaya, Interim Vice President of Student and Enrollment Services

Address: P.O. Box 20500, El Paso, TX 79998-0500

Telephone: (915) 831-2640

Email: [Title IX Coordinator email<sup>1</sup>](#)

Webpage: [Title IX/Sexual Misconduct webpage<sup>2</sup>](#)

**Responsible  
Employees**

All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance with Title IX.

**Timely Reporting**

A failure to immediately report prohibited conduct may impair the College District's ability to investigate and address the conduct.

<b>Consolidate Reports</b>	When the allegations underlying two or more reports arise out of the same facts or circumstances, the College District may consolidate the reports.
<b>Advisor</b>	Each party to the complaint may be assisted by an advisor of the party's choice who may participate in the proceedings in a manner consistent with College District procedures.
<b>Conflict of Interest Prohibited</b>	No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall have a conflict of interest or bias.
<b>Training</b>	A person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law and College District procedures.
<b>Days</b>	"Days" shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."
<b>Extension of Timelines</b>	Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an extension and the reason for the extension.
<b>Investigation of the Report</b>	The College District may request, but shall not require, a written report. If a report is made orally, the Title IX coordinator or designee shall reduce the report to written form.
<b>Initial Assessment</b>	Upon receipt or notice of a report, the Title IX coordinator shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the Title IX coordinator shall promptly offer supportive measures to the complainant. The Title IX coordinator shall explain the process for filing a formal complaint and assess any request not to investigate. If the College District moves forward with the investigation, the Title IX coordinator shall immediately provide notice to the known parties to the complaint.  If the Title IX coordinator determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the Title IX coordinator shall refer the complaint for consideration under the appropriate policy.
<b>Request Not to Investigate</b>	The complainant may request that the College District not investigate the allegations. If the complainant requests that the allega-

tions not be investigated, in deciding whether to initiate the investigation, the College District must consider the factors described by law and any other factors the College District considers relevant.

The College District shall promptly notify the complainant of the decision regarding whether it will conduct the investigation. If the College District decides not to investigate the allegations, the College District shall take reasonable steps to protect the health and safety of the College District community.

**Formal Complaint** To be considered a formal complaint under Title IX, the complainant or the Title IX coordinator must sign the written report.

**Notice to Parties** The notice to the parties must describe the allegations and the formal and informal options for resolution of the complaint. The notice must state that the respondent is presumed not responsible until a determination regarding responsibility is made. The notice must also include information regarding the option to select an advisor, the opportunity to inspect and review evidence, and the prohibition on knowingly making false statements or submitting false information during the investigation and any ensuing proceedings.

If the allegations are subsequently amended, the College District shall provide an updated notice reflecting the new allegations.

**Informal Resolution** The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution of the complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within ten days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process. This process is not available in situations where an employee is alleged to have sexually harassed a student.

**Formal Resolution** If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation, except as provided below at Criminal or Regulatory Investigation.

**Supportive Measures** If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to address prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive

	measures include academic accommodations, such as extensions of deadlines or other course-related adjustments and modifications of class schedules; housing and dining modifications; temporary removal from an education program or activity in accordance with law; counseling; health services; campus escort services; mutual restrictions on contact between the parties; and increased security and monitoring of certain areas of the campus.
College District Investigation	The investigation may be conducted by the Title IX coordinator or designee or by a third party designated by the College District, such as an attorney.  The investigation may consist of personal interviews with the complainant, the respondent, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.
	The parties shall be provided an equal opportunity to present witnesses and evidence and to inspect and review any directly related evidence obtained by the College District so that the parties may meaningfully respond during the investigation process. The parties expected to participate in an investigative interview or other meeting shall be provided written notice in enough time to prepare to participate.
	At least ten days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.
Criminal or Regulatory Investigation	If a law enforcement or regulatory agency notifies the College District that a criminal or regulatory investigation has been initiated, the College District shall confer with the agency to determine if the College District's investigation would impede the criminal or regulatory investigation. The College District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has completed gathering its evidence, the College District shall promptly resume its investigation. Any delay under this provision shall constitute good cause for an extension of timelines established by this policy and associated procedures.
Concluding the Investigation	The investigation shall be completed within a reasonable time, not to exceed 30 days from the date of the report.  The investigator shall prepare a written report of the investigation. The investigation report shall be filed with the Title IX coordinator within five days following the completion of the investigation.

Notification of the Report	The Title IX coordinator shall provide the investigation report, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the complainant and the respondent promptly following receipt. The parties shall be given ten days to respond to the report.
<b>College District Action</b>	<p>The Title IX coordinator shall submit the investigation report and any response from the parties to the Title IX committee promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.</p> <p>The Title IX committee or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed ten days, following the receipt of the investigation report. The hearing shall be conducted in accordance with law and College District procedures.</p> <p>After the hearing, the Title IX committee or designee shall determine whether each individual allegation of prohibited conduct occurred using a preponderance of the evidence standard and determine the appropriate disciplinary or corrective action. In making the determination, the Title IX committee or designee shall evaluate all relevant evidence objectively and shall not make credibility assessments based on a person's status as the complainant, the respondent, or a witness. The Title IX committee or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.</p>
Disciplinary or Corrective Action	<p>If the Title IX committee or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.</p> <p>Examples of disciplinary or corrective action may include:</p> <ul style="list-style-type: none"><li>• Implementing the disciplinary measures described in FM for students or DH and DM series for employees;</li><li>• Providing a training program for those involved in the complaint;</li><li>• Providing a comprehensive education program for the College District community;</li><li>• Providing counseling for the victim and the party who engaged in prohibited conduct;</li></ul>

- Permitting the victim or student who engaged in the prohibited conduct to drop a course in which they both are enrolled without penalty;
- Conducting follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred;
- Involving students in efforts to identify problems and improve the College District climate;
- Increasing staff monitoring of areas where prohibited conduct has occurred;
- Reaffirming the College District's policy against discrimination and harassment; and
- Taking other actions described in College District regulations.

*Exception*

The College District shall minimize attempts to require a complainant to resolve the problem directly with the person who engaged in the harassment; however, if that is the most appropriate resolution method, the College District shall be involved in an appropriate manner. In no event may a student be required to resolve a complaint of sexual harassment by an employee directly with the employee.

*Improper  
Conduct*

If the Title IX committee or designee determines that improper conduct occurred that did not rise to the level of prohibited conduct, the College District may take disciplinary action in accordance with College District policy and procedures or other corrective action reasonably calculated to address the conduct.

**Dismissal of  
Complaint**

Mandatory  
Dismissal

An allegation presented as a formal complaint under Title IX is subject to the mandatory dismissal procedures under law.

Permissive  
Dismissal

Any complaint may be dismissed at any time on request of a complainant. The Title IX coordinator must first assess the request in accordance with this policy at Request Not to Investigate, above.

A complaint may also be dismissed if specific circumstances prevent the College District from gathering evidence sufficient to reach a determination as to the complaint or allegations.

Notice of Dismissal

Upon dismissal of a complaint, the Title IX coordinator or the Title IX committee or designee shall provide the parties written notice of the dismissal.

**Confidentiality**

To the greatest extent possible, consistent with law, the College District shall respect the privacy of the complainant or the respondent or a person who makes a report or serves as a witness. Limited

disclosures may be necessary to carry out the purposes of this policy and associated regulations and to comply with applicable law.

**Retaliation**

The College District prohibits retaliation against any person for the purpose of interfering with a right or privilege under this policy; the complainant; or a person who, in good faith, makes a report or complaint, serves as a witness, or otherwise participates or refuses to participate in an investigation, proceeding, or hearing under this policy. This prohibition does not apply to discipline of a person who perpetrated or assists in the perpetration of the prohibited conduct.

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

**Examples**

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

**Failure to Report and  
False Claims**

An employee who fails to make a required report or a student or employee who intentionally makes a false claim, offers a false statement, or refuses to cooperate with a College District investiga-tion regarding prohibited conduct shall be subject to appropriate disciplinary action.

**Appeal**

**Discipline or  
Corrective Action**

*Students*

Suspension

Expulsion

If the Title IX committee or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A con-ference shall be scheduled within ten days of the notice of determination in accordance with FMA, beginning at Appeal to Col-lege District Administration.

If the Title IX committee or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President to schedule an expulsion hearing before the Board in accordance with FMA.

Other Action

If the Title IX committee or designee determines that the student committed prohibited conduct that warrants other discipline or cor-rective action, the Title IX committee or designee shall inform the student that the student may appeal the determination within ten days in accordance with FMA, beginning at Appeal to College Dis-trict Administration.

<i>Employee</i>	
Suspension Without Pay or Termination of Contract Employees Other Action	If the Title IX committee or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the Title IX committee or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.
Other Appeals	If the Title IX committee or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the Title IX committee or designee shall inform the employee that the employee may appeal the determination within ten days in accordance with DGBA, beginning at Level Three.
Complaints Filed with OCR	All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]
<b>Records Retention</b>	Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]
<b>Access to Policy, Procedures, and Related Materials</b>	Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to applicants for admission and employment and annually to College District employees, students, and parents or guardians of dual credit students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials and any materials used to train a person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator shall also be prominently published on the College District's website on a dedicated page accessible through a clear link on the homepage, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to a student who makes a report.

<sup>1</sup> Title IX Coordinator email: <mailto:camaya3@epcc.edu>  
<sup>2</sup> Title IX/Sexual Misconduct webpage:  
[https://www.epcc.edu/About/Policies/title-ix?from=website\\_footer](https://www.epcc.edu/About/Policies/title-ix?from=website_footer)

<b>Definitions</b>	Definitions of terms used in this policy shall be as follows.
Student	A "student" shall mean an individual who is currently enrolled in the College District and any prospective or former student who has been accepted for admission or readmission to any component institution while on the premises of any component institution.
Premises	The "premises" of the College District is defined as all real property over which the College District has possession and control.
Scholastic Dishonesty	<p>"Scholastic dishonesty" shall include, but not be limited to, cheating, plagiarism, and collusion.</p> <p>"Cheating" shall include, but not be limited to:</p> <ol style="list-style-type: none"><li>1. Copying from another student's test or class work;</li><li>2. Using test materials not authorized by the person administering the test;</li><li>3. Collaborating with or seeking aid from another student during a test without permission from the test administrator;</li><li>4. Knowingly using, buying, selling, stealing, or soliciting, in whole or in part, the contents of an unadministered test, paper, or another assignment;</li><li>5. The unauthorized transporting or removal, in whole or in part, of the contents of the unadministered test;</li><li>6. Substituting for another student, or permitting another student to substitute for one's self, to take a test;</li><li>7. Bribing another person to obtain an unadministered test or information about an unadministered test; or</li><li>8. Manipulating a test, assignment, or final course grades.</li></ol> <p>"Plagiarism" shall be defined as the appropriating, buying, receiving as a gift, or obtaining by any means another's work and the unacknowledged submission or incorporation of it in one's own written work.</p> <p>"Collusion" shall be defined as the unauthorized collaboration with another person in preparing written work for fulfillment of course requirements.</p>
Disorderly Conduct	<p>"Disorderly conduct" shall include any of the following activities occurring on premises owned or controlled by the College District:</p> <ol style="list-style-type: none"><li>1. Behavior of a boisterous and tumultuous character such that there is a clear and present danger of alarming persons where no legitimate reason for alarm exists.</li></ol>

2. Interference with the peaceful and lawful conduct of persons under circumstances in which there is reason to believe that such conduct will cause or provoke a disturbance.
3. Violent and forceful behavior at any time such that there is a clear and present danger that free movement of other persons will be impaired.
4. Behavior involving personal abuse or assault when such behavior creates a clear and present danger of causing assaults or fights.
5. Violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which there is reason to believe that such conduct will cause or provoke a disturbance.
6. Willful and malicious behavior that interrupts the speaker of any lawful assembly or impairs the lawful right of others to participate effectively in such assembly or meeting when there is reason to believe that such conduct will cause or provoke a disturbance.
7. Willful and malicious behavior that obstructs or causes the obstruction of any doorway, hall, or any other passageway in a College District building to such an extent that the employees, officers, and other persons, including visitors, having business with the College District are denied entrance into, exit from, or free passage in such building.

**Responsibility**

Each student shall be charged with notice and knowledge of, and shall be required to comply with, the contents and provisions of the College District's rules and regulations concerning student conduct.

All students shall obey the law, show respect for properly constituted authority, and observe correct standards of conduct. Each student shall be expected to:

1. Demonstrate courtesy, even when others do not;
2. Behave in a responsible manner, always exercising self-discipline;
3. Attend all classes, regularly and on time;
4. Prepare for each class and take appropriate materials and assignments to class;
5. Obey all classroom rules;

6. Respect the rights and privileges of students, faculty, and other College District staff and volunteers;
7. Respect the property of others, including College District property and facilities; and
8. Cooperate with and assist the College District staff in maintaining safety, order, and discipline.

**Prohibited Conduct**

Federal, State, and Local Law

Violations of federal, state, or local law or College District policies, procedures, or rules, including the student handbook shall be prohibited.

Prohibited Weapons and Devices

Possession, distribution, sale, or use of firearms, location-restricted knives, clubs, knuckles, firearm silencers, or other prohibited weapons or devices, as described in violation of law or College District policies and procedures~~CHF, without prior approval~~ shall be prohibited. [See CHF]

Drugs and Alcohol

Behaviors regarding drugs and alcohol and associated paraphernalia shall be prohibited as described in policy FLBE.

Debts

Owing a monetary debt to the College District that is considered delinquent or writing an "insufficient funds" check to the College District shall be prohibited.

Disruptions

"Disorderly conduct," as defined above, or disruptive behavior shall be prohibited.

Behavior Targeting Others

The following behavior targeting others shall be prohibited:

1. Threatening another person, including a student or employee;
2. Intentionally, knowingly, or negligently causing physical harm to any person;
3. Engaging in conduct that constitutes harassment, sexual assault, dating violence, stalking, or bullying directed toward another person, including a student or employee; [See DIA series, FFD series, and FFE as appropriate]
4. Hazing with or without the consent of a student; [See FLBC]
5. Initiations by organizations that include features that are dangerous, harmful, or degrading to the student, a violation of which also renders the organization subject to appropriate discipline; and
6. Endangering the health or safety of members of the College District community or visitors to the premises.

Property

The following behavior regarding property shall be prohibited:

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT CONDUCT

FLB  
(LOCAL)

1. Intentionally, knowingly, or negligently defacing, damaging, misusing, or destroying College District property or property owned by others;
2. Stealing from the College District or others; and
3. Theft, sabotage, destruction, distribution, or other use of the intellectual property of the College District or third parties without permission.

**Directives** Failure to comply with directives given by College District personnel, and failure to provide identification when requested to do so by College District personnel shall be prohibited.

**Tobacco and E-cigarettes** Possession or use of tobacco products or e-cigarettes on College District property without authorization shall be prohibited. [See FLBD]

**Misuse of Technology** The following behavior regarding misuse of technology shall be prohibited:

1. Violating policies, rules, or agreements signed by the student regarding the use of technology resources;
2. Attempting to access or circumvent passwords or other security-related information of the College District, students, or employees or uploading or creating computer viruses;
3. Attempting to alter, destroy, disable, or restrict access to College District technology resources including but not limited to computers and related equipment, College District data, the data of others, or other networks connected to the College District's system without permission;
4. Using the internet or other electronic communications to threaten College District students, employees, or volunteers;
5. Sending, posting, or possessing electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal;
6. Using email or websites to engage in or encourage illegal behavior or threaten the safety of the College District, students, employees, or visitors; and
7. Possessing published or electronic material that is designed to promote or encourage illegal behavior or that could threaten the safety of the College District, students, employees, or visitors.

**Dishonesty** The following behavior regarding dishonesty shall be prohibited:

	<ol style="list-style-type: none"><li>1. Scholastic dishonesty, as defined above;</li><li>2. Making false accusations or perpetrating hoaxes regarding the safety of the College District, students, employees, or visitors;</li><li>3. Intentionally or knowingly providing false information to the College District; and</li><li>4. Intentionally or knowingly falsifying records, passes, or other College District-related documents.</li></ol>
<b>Gambling and Other Conduct</b>	Gambling or engaging in any other conduct that College District officials might reasonably believe will substantially disrupt the College District program or incite violence shall be prohibited.
<b>Discipline</b>	A student shall be subject to discipline, including suspension, in accordance with FM and FMA if the student violates this policy: <ol style="list-style-type: none"><li>1. While on College District premises;</li><li>2. While attending a College District activity; or</li><li>3. While elsewhere if the behavior adversely impacts the educational environment or otherwise interferes with the College District's operations or objectives.</li></ol>
<b>Publication</b>	The student conduct rules contained in this policy and any other conduct rules of the College District developed by the College President shall be published in the student handbook.

Requests for public information shall be made to the College District by one of the following methods:

1. Hand delivery;
2. U.S. mail to El Paso Community College, Employee Relations & Compliance Department, P.O. Box 20500, El Paso, TX 79998 Attn: Dr. Andrew M. PenaMs. Audry Ortegon; or
3. Email at [apena20@epcc.edu](mailto:apena20@epcc.edu) or [audrey.orteg03@epcc.edu](mailto:audrey.orteg03@epcc.edu).

~~2. U.S. mail to El Paso Community College, Employee Relations Department, P.O. Box 20500, El Paso, TX 79998 Attn: Dr. Andrew M. Pena; or~~

~~3. Email at [apena20@epcc.edu](mailto:apena20@epcc.edu).~~

**Suspension of  
Public Information  
During a  
Catastrophe**

In the event a catastrophe, as defined by law, significantly impacts the College District such that the catastrophe directly causes the inability of the College District to comply with the requirements of the Texas Public Information Act (PIA), the Board shall suspend the applicability of the PIA~~Texas Public Information Act~~ to the College District for the time permitted by law and provide the required notices to the attorney general and the public. The Board shall extend an initial suspension period as necessary in accordance with law. [See GCB(LEGAL)]

**Charging for  
Personnel Time**

In addition to other labor charges permitted by, and in accordance with law, the College District shall charge a requestor for additional personnel time spent producing information for the requestor after College District personnel have collectively spent:

1. Thirty-six hours of time during the College District's fiscal year; or
2. Fifteen hours of time during a one-month period.

## BOARD POLICY ABSTRACT

<b>Policies to be Considered:</b> TASB Local Policies		<b>Policy #:</b> see list below
<b>Policy Section:</b> D (Personnel) F (Students)	<input type="checkbox"/> <b>New</b>	<input checked="" type="checkbox"/> <b>X Revision</b>
<b>Action:</b> <input checked="" type="checkbox"/> For Adoption ( <input type="checkbox"/> Approval)		
<b>Resource Person:</b> Julie Penley		
<p><b>Purpose:</b> To update previously-approved Texas Association of School Boards (TASB) Local Policies by reflecting changes in individuals and/or positions identified within the policy.</p> <p><b>Explanation:</b> TASB (Legal) Policies compile federal and state laws, as well as court decisions, and provide a statutory context for TASB (Local) Policies. TASB (Legal) Policies are posted in EPCC's TASB Portal: <a href="https://pol.tasb.org/Home/Index/435">https://pol.tasb.org/Home/Index/435</a></p> <p>College-specific supplements to TASB (Legal) Policies are found in corresponding TASB (Local) Policies, which require Board of Trustee approval for both the initial adoption and for subsequent updates. The following Local Policies require updating to reflect a new District contact for the information described below.</p> <p>DGBA (Personnel-Management Relations – Employee Grievances). Reflects a change in the College District individual identified to receive complaints alleging a violation of law by a supervisor. The Board of Trustees approved the original policy in August 2021.</p> <p>DIAB (Freedom From Discrimination, Harassment, And Retaliation – Other Protected Characteristics). Reflects a change in the individual identified as the College District's Americans With Disabilities Act (ADA)/Section 504 coordinator. The Board of Trustees approved the original policy in August 2021.</p> <p>DMAB (Term Contracts – Nonrenewal). Reflects a change in the College District individual identified to hear employee nonrenewals. The Board of Trustees approved the original policy in August 2021.</p> <p>FFDB (Freedom From Discrimination, Harassment, And Retaliation – Other Protected Characteristics). Reflects a change in the individual identified as the College District's Americans With Disabilities Act (ADA)/Section 504 coordinator for students. The Board of Trustees approved the original policy in April 2021.</p> <p><b>Recommendation:</b> Approval by the Board of Trustees.</p>		

<b>Guiding Principles</b>	
Informal Process	<p>The Board encourages employees to discuss their concerns with their supervisor or other appropriate administrator who has the authority to address the concerns.</p> <p>Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.</p> <p>Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.</p>
Formal Process	<p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
<b>Complaints Against Supervisors</b>	<p>Complaints alleging a violation of law by a supervisor may be made to the <u>employee relations advisor</u> <u>executive director of employee relations &amp; compliance</u> or designee. Complaint forms alleging a violation of law by the College President may be submitted directly to the Board or designee.</p>
<b>Notice to Employees</b>	<p>The College District shall inform employees of this policy through appropriate College District publications.</p>
<b>Freedom from Retaliation</b>	<p>Neither the Board nor any College District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.</p>
<b>Whistleblower Complaints</b>	<p>Whistleblower complaints shall be filed within the time specified by law. Such complaints shall first be filed in accordance with Level Three, below. Timelines for the employee and the College District set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the initiation of the complaint.</p> <p>[See DG]</p>
<b>Complaints</b>	<p>In this policy, the terms “complaint” and “grievance” shall have the same meaning.</p>
Other Complaint Processes	<p>Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:</p>

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

**General Provisions**

**Filing**

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

**Scheduling  
Conferences**

The College District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the College District may hold the conference and issue a decision in the employee's absence.

**Response**

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

shall be timely if they are postmarked by U.S. Mail on or before the deadline.	
<b>Days</b>	"Days" shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."
<b>Representative</b>	"Representative" means any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.
	The employee may designate a representative through written notice to the College District at any level of this process. If the employee designates a representative with fewer than three days' notice to the College District before a scheduled conference or hearing, the College District may reschedule the conference or hearing to a later date, if desired, in order to include the College District's counsel. The College District may be represented by counsel at any level of the process.
<b>Consolidating Complaints</b>	Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.
	When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the College District may consolidate the complaints.
<b>Untimely Filings</b>	All time limits shall be strictly followed unless modified by mutual written consent.
	If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.
<b>Costs Incurred</b>	Each party shall pay its own costs incurred in the course of the complaint.
<b>Complaint and Appeal Forms</b>	Complaints and appeals under this policy shall be submitted in writing on a form provided by the College District.
	Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies

of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

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

**Level One**

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

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

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

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

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

**Level Two**

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

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

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

The Level One record shall include:

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

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

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

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

**Level Three**

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may request a conference with the College President or designee to appeal the Level Two decision.

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

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

The Level Two record shall include:

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

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

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

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

#### **Level Four**

If the employee did not receive the relief requested at Level Three or if the time for a response has expired, the employee may appeal the decision to the Board.

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

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

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

The Level Three record shall include:

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

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

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

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

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

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

---

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

---

**Statement of  
Nondiscrimination**

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

**Discrimination**

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

**Harassment**

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

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

**Examples**

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

<b>Retaliation</b>	<p>The College District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.</p> <p>An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College District investigation regarding harassment or discrimination is subject to appropriate discipline.</p>								
<b>Examples</b>	<p>Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.</p>								
<b>Prohibited Conduct</b>	<p>In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.</p>								
<b>Reporting Procedures</b>	<p>An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her immediate supervisor.</p> <p>Alternatively, the employee may report the alleged acts to one of the College District officials below.</p> <p>For the purposes of this policy, College District officials are the ADA/Section 504 coordinator and the College President.</p>								
<b>Definition of College District Officials</b>	<p>The College District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:</p> <table><tr><td>Name:</td><td><u>Ms. Maria E. (Malena) Field</u><u>Ms. Audry Ortegon</u></td></tr><tr><td>Position:</td><td><u>Employee Relations Advisor</u><u>Executive Director of Human Relations &amp; Compliance</u></td></tr><tr><td>Address:</td><td>P.O. Box 20500, El Paso, TX 79998-0500</td></tr><tr><td>Telephone:</td><td><u>(915) 831-6458</u><u>(915) 831-6373</u></td></tr></table>	Name:	<u>Ms. Maria E. (Malena) Field</u> <u>Ms. Audry Ortegon</u>	Position:	<u>Employee Relations Advisor</u> <u>Executive Director of Human Relations &amp; Compliance</u>	Address:	P.O. Box 20500, El Paso, TX 79998-0500	Telephone:	<u>(915) 831-6458</u> <u>(915) 831-6373</u>
Name:	<u>Ms. Maria E. (Malena) Field</u> <u>Ms. Audry Ortegon</u>								
Position:	<u>Employee Relations Advisor</u> <u>Executive Director of Human Relations &amp; Compliance</u>								
Address:	P.O. Box 20500, El Paso, TX 79998-0500								
Telephone:	<u>(915) 831-6458</u> <u>(915) 831-6373</u>								
<b>Other Anti-discrimination Laws</b>	<p>The College President or designee shall serve as coordinator for purposes of College District compliance with all other antidiscrimination laws.</p>								

<b>Alternative Reporting Procedures</b>	<p>An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the ADA/Section 504 coordinator, may be directed to the College President or designee.</p> <p>A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
<b>Timely Reporting</b>	<p>Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the College District's ability to investigate and address the prohibited conduct.</p>
<b>Notice of Report</b>	<p>Any College District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate College District official listed above and take any other steps required by this policy.</p>
<b>Investigation of the Report</b>	<p>The College District may request, but shall not insist upon, a written report. If a report is made orally, the College District official shall reduce the report to written form.</p> <p>Upon receipt or notice of a report, the College District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.</p> <p>If the College District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the College District official shall refer the complaint for consideration under the appropriate policy.</p> <p>If appropriate, the College District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.</p> <p>The investigation may be conducted by the College District official or a designee or by a third party designated by the College District, such as an attorney. When appropriate, the supervisor shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>

<b>Concluding the Investigation</b>	Absent extenuating circumstances, the investigation should be completed within ten College District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.  The investigator shall prepare a written report of the investigation. The report shall be filed with the College District official overseeing the investigation.
<b>College District Action</b>	If the results of an investigation indicate that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.  The College District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.
<b>Confidentiality</b>	To the greatest extent possible, the College District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
<b>Appeal</b>	A party who is dissatisfied with the outcome of the investigation may appeal through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]  The party may have a right to file a complaint with appropriate state or federal agencies.
<b>Records Retention</b>	Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]
<b>Access to Policy, Procedures, and Related Materials</b>	Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed annually to College District employees and students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials shall also be prominently published on the College District's website, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to an employee who makes a report.

**Nonrenewal**

An employee may be nonrenewed by the College President at the end of the employee's contract term. The employee may be nonrenewed for any reason or no reason provided that the decision shall not be based on the employee's exercise of rights guaranteed by law or be based unlawfully on the employee's race, color, religion, sex, national origin, disability, or age.

The employee may request an appearance before the Board providing that a request for such appearance is made in writing to the College President within ten days of the employee's receipt of the letter of nonrenewal. The College President shall notify the employee of the date of the appearance and the procedures to be followed. Notice shall be given at least ten days prior to the scheduled appearance.

**Appeals**

Appeals related to this policy may be submitted through DGBA(LOCAL) beginning at the appropriate level.

Faculty Members

Alternatively, a faculty member, as defined by Education Code 51.960, may first present a grievance under Section 51.960 to the ~~employee relations advisor~~executive director of employee relations & compliance on an issue related to the faculty member's nonrenewal.

It is recommended that the faculty member file a request to present the grievance within ten business days after final action on the nonrenewal proceeding.

Once a request to present a grievance has been filed, the conference shall be scheduled within seven business days.

The faculty member may appeal the decision of the ~~executive director of employee relations & compliance~~employee relations advisor in accordance with DGBA(LOCAL) beginning at the appropriate level.

---

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

---

**Statement of  
Nondiscrimination**

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

**Discrimination**

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

**Prohibited  
Harassment**

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

**Examples**

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

**Retaliation**

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

**Examples**

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

<b>False Claims</b>	A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College District investigation regarding discrimination or harassment shall be subject to appropriate disciplinary action.
<b>Prohibited Conduct</b>	In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.
<b>Reporting Procedures</b>	Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a responsible employee.
Student Report	
Employee Report	Any College District employee who suspects and any responsible employee who receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate College District official listed in this policy and shall take any other steps required by this policy.
<i>Exceptions</i>	A person who holds a professional license requiring confidentiality, such as a counselor, or who is supervised by such a person shall not be required to disclose a report of prohibited conduct without the student’s consent.
	A person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source shall not be required to disclose information regarding an incident of prohibited conduct that constitutes personally identifiable information about a student or other information that would indicate the student’s identity without the student’s consent, unless the person is disclosing information as required for inclusion in the College District’s annual security report under the Clery Act. [See GCC]
<b>Responsible Employee</b>	For purposes of this policy, a “responsible employee” is an employee:
	<ol style="list-style-type: none"><li>1. Who has the authority to remedy prohibited conduct.</li><li>2. Who has been given the duty of reporting incidents of prohibited conduct.</li><li>3. Whom a student reasonably believes has the authority to remedy prohibited conduct or has been given the duty of reporting incidents of prohibited conduct.</li></ol>
	The College District designates the following persons as responsible employees: any instructor, any administrator, or any College District official defined below.

<b>Definition of College District Officials</b>	For the purposes of this policy, College District officials are the ADA/Section 504 coordinator and the College President.
ADA / Section 504 Coordinator	Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The College District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:  Name: <u>Ms. Maria E. (Malena) Field</u> <u>Ms. Audry Ortegon</u> Position: <u>Employee Relations Advisor</u> <u>Executive Director of Employee Relations &amp; Compliance</u> Address: P.O. Box 20500, El Paso, TX 79998-0500 Telephone: <u>(915) 831-6458</u> <u>(915) 831-6373</u>
Other Anti-discrimination Laws	The College President or designee shall serve as coordinator for purposes of College District compliance with all other antidiscrimination laws.
<b>Alternative Reporting Procedures</b>	A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the ADA/Section 504 coordinator, may be directed to the College President.  A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.
<b>Timely Reporting</b>	Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the College District's ability to investigate and address the prohibited conduct.
<b>Investigation of the Report</b>	The College District may request, but shall not require, a written report. If a report is made orally, the College District official shall reduce the report to written form.
Initial Assessment	Upon receipt or notice of a report, the College District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official shall immediately authorize or undertake an investigation, except as provided below at Criminal Investigation.  If the College District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules

or regulations, the College District official shall refer the complaint for consideration under the appropriate policy.

**Interim Action**

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the College District shall promptly take interim action calculated to address prohibited conduct prior to the completion of the College District's investigation.

**College District  
Investigation**

The investigation may be conducted by the College District official or a designee or by a third party designated by the College District, such as an attorney. The investigator shall have received appropriate training regarding the issues related to the complaint and the relevant College District's policy and procedures.

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

**Criminal  
Investigation**

If a law enforcement or regulatory agency notifies the College District that a criminal or regulatory investigation has been initiated, the College District shall confer with the agency to determine if the College District's investigation would impede the criminal or regulatory investigation. The College District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has completed gathering its evidence, the College District shall promptly resume its investigation.

**Concluding the  
Investigation**

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the College District to delay its investigation, the investigation should be completed within ten College District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

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

*Notification of the  
Outcome*

The College District shall provide written notice of the outcome, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the victim and the person against whom the complaint is filed.

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

requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to a student who makes a report.

## BOARD POLICY ABSTRACT

<b>Policies to be Considered:</b> Appropriations and Revenue Sources – Investments		<b>Policy #:</b> CAK (Local)
<b>Policy Section:</b> C (Business and Support Services)		<input checked="" type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Revision</b>
<b>Action:</b> <input type="checkbox"/> For information only ( <input type="checkbox"/> 1 <sup>st</sup> Reading) <input checked="" type="checkbox"/> For Adoption ( <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading and Approval)		
<b>Resource Person:</b> Julie Penley		
<b>Purpose:</b> To transition EPCC Board Policies to the Texas Association of School Boards (TASB) format and organizational system. EPCC's Board of Trustees authorized Dr. Serrata to begin this work and execute four TASB agreements at its October 2019 Regular Meeting, including the Community College Policy On-Line Service Agreement and the Community College Localization Agreement.		
<b>Explanation:</b> TASB (Legal) Policies compile federal and state laws, as well as court decisions, and provide a statutory context for TASB (Local) Policies. TASB (Legal) Policies are posted in EPCC's TASB Portal: <a href="https://pol.tasb.org/Home/Index/435">https://pol.tasb.org/Home/Index/435</a>  College-specific supplement to TASB (Legal) Policies are found in corresponding TASB (Local) Policies, which require Board of Trustee approval.  CAK (Appropriations and Revenue Sources – Investments): Outlines parameters of the College District's investment practices and processes, including identifying the District's investment officers, approved investment instruments and monitoring protocols, and assurances for safekeeping District investments. If approved, CAK (Local) would replace current Board Policy 4.06.01, <i>Investments</i> .		
<b>Recommendation:</b> Approval by the Board of Trustees.		

<u>Policy</u>	<p><u>The College District manages and invests financial assets as set forth below and follows these guidelines, which have been developed in accordance with Government Code 2256.</u></p>
<u>Scope</u>	<p><u>This investments policy applies to all financial assets of the College District. These funds are accounted for in the College District's audited financial statements, including, but not limited to, the following:</u></p> <ol style="list-style-type: none"><li><u>1. Unrestricted Fund;</u></li><li><u>2. Restricted Fund;</u></li><li><u>3. Endowment Fund;</u></li><li><u>4. Agency Fund; and</u></li><li><u>5. Plant Funds.</u></li></ol>
<u>Investment Authority</u>	<p><u>The College District will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. In addition to this policy, the investment of unexpended plant funds, debt service and reserve funds shall be managed by their respective bond covenants and federal legislation.</u></p>
	<p><u>The [G head of district/college/ESC, initial upper case]College President or other person designated by Board resolution shall serve as the investment officer of the College District and shall invest College District funds as directed by the Board and in accordance with the College District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.</u></p> <p><u>The vice president-financial and administrative operations, the associate vice president-budget and financial services, and the comptroller are designated as primary investment officers and are responsible for investment decisions and activities.</u></p> <p><u>An Investment Advisory Committee shall be responsible for monitoring, reviewing, and making recommendations regarding the College District's cash management and investment program. The Investment Advisory Committee will consist of the vice president, financial and administrative operations, associate vice president, budget and financial services, comptroller, and additional members appointed by those three administrators.</u></p>

**Approved  
Investment  
Instruments**

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

- 1.6. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
- 2.7. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
- 3.8. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
- 7.9. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
- 9.10. Public funds investment pools as permitted by Government Code 2256.016.
10. Cash management and fixed income funds as permitted by Government Code 2256.020.
11. Negotiable certificates of deposit as permitted by Government Code 2256.020.
12. Corporate bonds, debentures, or similar debt obligations as permitted by Government Code 2256.020.

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month

period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment  
Management**

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

Standard of Care

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. According to the “prudent person” standard, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment officers acting in accordance with the written procedures and the investments policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Training

Each member of the Board and investment officer shall attend at least one training session within six months after taking office or assuming duties relating to responsibilities under Government Code 2256.

The primary investment officers shall attend not less than once in a two -year period an investment training session relating to investment responsibilities from an independent source approved by the Board. The independent sources may include:

11. Texas Higher Education Coordinating Board;
12. Center for Public Management at the University of North Texas;
13. Government Treasurer’s Organization of Texas; and
14. PFM Asset Management LLC

Ethics and Conflicts  
of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and

investment officials shall disclose to the College President any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the College District, particularly with regard to the time of purchase and sale. An investment officer has a personal relationship with a business organization if:

15. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
16. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
17. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

An investment officer of the College District who has personal business relationship with an organization seeking to sell an investment to the College District shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity of consanguinity and seeking to sell an investment to the College District shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the College District.

Investment Adviser

Pursuant to the Act, the College District may, at its discretion, contract with an investment management firm registered under the Investment Advisers Act of 1940 and with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed investment adviser shall act solely in an advisory and administrative capacity, within the guidelines of this policy. At no time shall the adviser take possession of investments or funds or otherwise be granted authority to transact business on behalf of the College District. Any contract awarded by the College District for investment advisory services shall be approved by the Board and shall not exceed two years, with an option to extend by mutual consent of both parties.

The investment adviser contracted by the College District shall

abide by the “prudent expert rule,” whereby investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion, and intelligence in such matters exercised in the management of their client’s affairs, not for speculation by the client or production of fee income by the adviser or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

Chapter 2263 of the Government Code mandates certain actions by governing boards of state entities involved in the management and investment of state funds and adds disclosure requirements for outside financial advisers and service providers. Ethics and disclosure requirements for outside financial advisers and service providers are in Chapters 2263.01 through 2263.06 of the Government Code.

**Liquidity and Maturity**

Any internally created pool fund group of the College District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the College District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The College District’s investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

To the extent possible, the College District will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the College District will not directly invest in securities maturing more than two years from the date of purchase. However, the College District may collateralize its repurchase agreements using longer-dated investments that either:

18. Have a term to maturity not to exceed ten years; or
19. Are marked-to-market at least weekly and require any valuation deficiencies below the required collateral margin to be cured within one business day.

The composite portfolio will have a weighted average maturity of one year or less. This dollar weighted average maturity will be calculated using the stated final maturity dates of each security.

**Diversity**

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

**Monitoring Market  
Prices**

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

**Monitoring Rating  
Changes**

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

**Collateralization**

The College District is not required to liquidate investments that were authorized investments at the time of purchase. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the College District to require full collateralization of all College District investments and funds on deposit with a depository bank, other than investments which are obligations of the U.S. Government and its agencies and instrumentalities. The collateralization level will be at not less than 100% of market value of the principal and accrued interest, reduced by that portion of funds insured by the FDIC. Securities pledged as collateral shall be held by an independent third party with whom the College District has a current custodial agreement and will be of any type permitted by the provisions of the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code. The vice president for financial and administrative operations is responsible for entering into collateralization agreements with third party collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the College District and retained.

**Funds / Strategies**

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

	need arises to liquidate before maturity, diversification of the investment portfolio, and yield.
	<u>The College District's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, consistent with the College District's investment risk constraints and the cash flow needs projected.</u>
	<u>The College District's cash management portfolio shall be designed with the objective of equaling or exceeding the average returns on the thirteen week U.S. Treasury bill rates.</u>
Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
<u>Capital Project</u> <u>Plant</u> Funds	Investment strategies for <u>capital project</u> <u>Plant</u> funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Safekeeping and Custody	The College District shall retain clearly marked receipts providing proof of the College District's ownership. The College District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with College District funds by the investment pool.
Competitive Bidding	<u>Competitive quotes must be taken from at least three qualifying institutions for any investment transaction requiring competitive bidding. Investment transactions may be done verbally but followed by electronic or written confirmation. Funds will be authorized to be released after notification the purchased security has been received. Written confirmation shall be received from the financial institution or broker/dealer. All investments purchased will be held in the College District's name in safekeeping at a third-party custodial institution with a safekeeping receipt being sent to the College District investment officer.</u>

<u>Safekeeping Agreement</u>	<p><u>All security transactions, including collateral for repurchase agreements, entered into by the College District shall be conducted on a delivery-versus-payment (DVP) basis, except those with investment pool funds and mutual funds. Securities will be held by a third-party custodian designated by the comptroller in the College District's name and evidenced by safekeeping receipts.</u></p>
<b>Sellers of Investments</b>	<p>Prior to handling investments on behalf of the College District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law.</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p> <p><u>If the College District chooses to invest in securities that require the services of brokers/dealers, the Board or the Investment Advisory Committee shall adopt a list of approved qualified brokers that are authorized to engage in investment transactions with the College District. This list should be reviewed and revised at least annually.</u></p> <p><u>A written copy of the investments policy shall be presented to any person offering to engage in an investment transaction with the College District. The qualified representative of the business organization offering to engage in an investment transaction with the College District shall execute a written instrument in a form acceptable to the College District and the business organization substantially to the effect that the business organization has:</u></p> <p class="list-item-l1">20. Received and reviewed the College District's investment policy; and</p> <p class="list-item-l1">21. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organizations that are not authorized by the College District's investments policy.</p>
<b>Soliciting Bids for CDs</b>	<p>In order to get the best return on its investments, the College District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.</p>
<b>Interest Rate Risk</b>	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the College District shall use final and weighted-average-maturity limits and diversification.</p>

The College District shall monitor interest rate risk using weighted average maturity and specific identification.

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the College District. Controls deemed most important shall include:

- 13.22. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
- 14.23. Avoidance of collusion.
- 15.24. Custodial safekeeping.
- 16.25. Clear delegation of authority.
- 17.26. Written confirmation of telephone transactions.
- 18.27. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
- 19.28. Avoidance of bearer-form securities.

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

#### Reporting

A written report of the College District's funds investment transactions shall be prepared not less than quarterly and signed by the Investments officers for submittal to the Board. The report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principles and Government Code 2256 and will include the following:

- 29. A listing of individual securities held at the end of the reporting period;
- 30. Additions and changes to the market value during the period;
- 31. Listing of investments by maturity date;
- 32. Fully accrued interest for the reporting period;
- 33. Average weighted yield to maturity of portfolio as compared to applicable benchmark;

34. Statement of compliance of the College District's investment portfolio with state law and the investment strategy and policy approved by the Board.

Market value of all securities in the portfolio will be determined on a quarterly basis if the nature of the investments warrants it. These values will be obtained from a reputable and independent source and reflected on the written report to the Board. A formal annual review of the quarterly reports will be performed by an independent auditor with the results reported on the Board.

The investment officer shall prepare a report on any changes in the Government Code 2256 and deliver the report to the Board not later than the 180th day after the last day of each regular session of the legislature.

**Annual Review**

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

**Annual Audit**

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

## BOARD POLICY ABSTRACT

<b>Policies to be Considered:</b> Relations With Businesses And The Community	<b>Policy #:</b> GL (Local)
<b>Policy Section:</b> G (Community and Governmental Relations) <input checked="" type="checkbox"/> <b>New</b> <b>Revision</b>	
<b>Action:</b> <input type="checkbox"/> For information only ( <input type="checkbox"/> 1 <sup>st</sup> Reading) <input checked="" type="checkbox"/> For Adoption ( <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading and Approval)	
<b>Resource Person:</b> Julie Penley	
<b>Purpose:</b> To transition EPCC Board Policies to the Texas Association of School Boards (TASB) format and organizational system. EPCC's Board of Trustees authorized Dr. Serrata to begin this work and execute four TASB agreements at its October 2019 Regular Meeting, including the Community College Policy On-Line Service Agreement and the Community College Localization Agreement.	
<b>Explanation:</b> TASB (Legal) Policies compile federal and state laws, as well as court decisions, and provide a statutory context for TASB (Local) Policies. TASB (Legal) Policies are posted in EPCC's TASB Portal: <a href="https://pol.tasb.org/Home/Index/435">https://pol.tasb.org/Home/Index/435</a>	
College-specific supplement to TASB (Legal) Policies are found in corresponding TASB (Local) Policies, which require Board of Trustee approval.	
GL (Relations With Businesses And The Community): Authorizes EPCC's President to establish guidelines for community representation on College Advisory Committees. If approved, GL (Local) would replace current Board Policy 2.03.02, <i>Advisory Committees</i> .	
<b>Recommendation:</b> Approval by the Board of Trustees.	

**Advisory  
Committees**

In recognition of the important contributions that citizens can make to the success of the College District, and recognizing that it is also important for the College District to foster and maintain a continuing relationship with the various sectors of the community to identify needs and to develop programs to meet those needs, the College President shall develop procedures for recommending appointing persons to the Board for appointment to serve on advisory committees in compliance with, but not limited to, the provisions of the Texas Education Code and Texas Education Agency. Such committees shall be available to the College District for consultation and advice on those issues which may have a significant impact on the community.

Exhibit 3.1  
Full-Time Institutionally-Funded Actions

**Akhtar, Zaira**

Program Assistant  
Classified Staff  
Contract Opportunities Center  
Temporary Status  
01/01/22 – 08/31/22  
Grade D  
Extension of Appointment

**Ayala, Ammy**

Administrative Office Assistant  
Classified Staff  
Center for College Access & Development  
01/24/22 – 08/31/22  
Grade C  
Competitive Appointment  
(Replacement Action)

**Amaya, Miguel**

Admissions & Registration Assistant  
Classified Staff  
Admissions & Registration  
01/24/22 – 08/31/22  
Grade D  
Competitive Appointment  
(Replacement Action)

**Cassolopez, Jose**

Program Manager  
Professional Staff  
Center for Corporate & Workforce Training  
Temporary Status  
11/01/21 – 12/31/21  
Grade D  
Extension of Appointment

**Amezcua, Jazmin**

Peace Officer II  
Classified Staff  
Police Department  
01/24/22 – 08/31/22  
Grade E  
Competitive Appointment  
(Replacement Action)

**Elliott, Robert**

Interim Director, Grants Management  
Administrator  
Grants Management  
Temporary Status  
01/01/22 – 03/31/22  
Grade C  
Extension of Appointment

**Arriola, Jason**

Campus Coordinator, Testing Services  
Professional Staff  
Testing Services  
01/24/22 – 08/31/22  
Grade C  
Competitive Appointment  
(Replacement Action)

**Gomez, Joe**

Lab Assistant II  
Classified Staff  
Vocational Nursing  
01/24/22 – 08/31/22  
Grade D  
Competitive Appointment  
(Replacement Action)

Exhibit 3.1  
Full-Time Institutionally-Funded Actions

**Gomez, Marco**

Academic Advisor  
Professional Staff  
Counseling  
01/24/22 – 08/31/22  
Grade C  
Competitive Appointment  
(Replacement Action)

**Hernandez Ramirez, Jorge**

Buyer  
Professional Staff  
Purchasing & Contract Management  
Temporary Status  
01/01/22 – 03/31/22  
Grade C  
Extension of Appointment

**Guerra, Javier**

Peace Officer II  
Classified Staff  
Police Department  
01/24/22 – 08/31/22  
Grade E  
Competitive Appointment  
(Replacement Action)

**Jacobo, Raul**

Peace Officer II  
Classified Staff  
Police Department  
01/24/22 – 08/31/22  
Grade E  
Competitive Appointment  
(Replacement Action)

**Henderson, Yvette**

Admissions & Registration Assistant  
Classified Staff  
Admissions & Registration  
10/01/21 – 08/31/22  
Grade D  
Temporary Increase in Responsibilities (10%)

**Kirby, Brian**

Interim Dean, Arts, Communications, Career & Technical Education and Social Sciences  
Administrator  
Arts, Communications, Career & Technical Education & Social Sciences  
Temporary Status  
01/01/22 – 02/28/22  
Grade E  
Extension of Appointment

**Heiney, James**

Interim Director, Marketing & Community Relations  
Administrator  
Marketing & Community Relations  
Temporary Status  
01/01/22 – 05/31/22  
Grade D  
Extension of Appointment

**Loera, Nabil**

Academic Advisor  
Professional Staff  
Counseling  
01/24/22 – 08/31/22  
Grade C  
Competitive Appointment  
(Replacement Action)

Exhibit 3.1  
Full-Time Institutionally-Funded Actions

**Martinez, Veronica**

Student Services Assistant  
Classified Staff  
Counseling  
01/24/22 – 08/31/22  
Grade C  
Competitive Appointment  
(Replacement Action)

**Palacios, Mariana**

Admissions & Registration Assistant  
Classified Staff  
Admissions & Registration  
01/24/22 – 08/31/22  
Grade D  
Competitive Appointment  
(Replacement Action)

**Monreal, David**

Interim Assistant Director, Technical Support Services  
Professional Staff  
Technical Support Services  
Temporary Status  
01/01/22 – 07/04/22  
Grade I  
Extension of Appointment

**Pasillas, Mirella**

Academic Advisor  
Professional Staff  
Early Alert  
02/01/22 – 08/31/22  
Grade C  
Competitive Appointment  
(Replacement Action)

**Monroy, Monica**

Administrative Associate  
Classified Staff  
Institutional Research  
01/24/22 – 08/31/22  
Grade E  
Competitive Appointment  
(Replacement Action)

**Perez, Daisy**

Academic Advisor  
Professional Staff  
Counseling  
01/24/22 – 08/31/22  
Grade C  
Competitive Appointment  
(Replacement Action)

**Murphy, Melissa**

Procurement Specialist  
Professional Staff  
Contract Opportunities Center  
Temporary Status  
01/01/22 – 08/31/22  
Grade C  
Extension of Appointment

**Primozich, Blayne**

Associate Vice President, Workforce & Continuing Education  
Administrator  
Workforce & Continuing Education  
01/24/22 – 08/31/22  
Grade F  
Competitive Appointment  
(Replacement Action)

Exhibit 3.1  
Full-Time Institutionally-Funded Actions

**Rodriguez, Carmen**

Administrative Associate  
Classified Staff  
Dual Credit & Early College High School  
01/24/22 – 08/31/22  
Grade E  
Competitive Appointment  
(New Position)

**Weaver, Melissa**

Admissions & Registration Assistant  
Classified Staff  
Admissions & Registration  
10/01/21 – 08/31/22  
Grade D  
Temporary Increase in Responsibilities (10%)

**Romero, Alejandro**

Instructor  
Faculty  
Medical Assisting  
Temporary (Lecturer) Status  
01/10/22 – 05/14/22  
Grade H/5  
Noncompetitive Appointment  
(New Position)

**Salcedo, Alicia**

Administrative Associate  
Classified Staff  
Contract Opportunities Center  
Temporary Status  
01/01/22 – 08/31/22  
Grade E  
Extension of Appointment

**Sifuentes, Angelica**

Program Manager  
Professional Staff  
Workforce Strategic Initiatives  
01/24/22 – 08/31/22  
Grade D  
Competitive Appointment  
(Replacement Action)

Exhibit 3.1  
Full-Time Institutionally-Funded Actions

Advancements for Educational  
Achievement:

**Aguilera, Melissa**

Speech Instructor

Master's Degree + 45 sem. hrs.

08/16/21

Exhibit 3.2  
Full-Time Externally-Funded Actions

**Chavez, Erica**

Advanced Technology Center Job Corps  
Specialist  
Classified Staff  
Advanced Technology Center  
DOL Job Corps Scholars Program  
Temporary Status  
01/18/22 – 08/31/22  
Grade E  
Competitive Appointment  
(New Position)

**Dominguez, Leticia**

Manager, College Assistance Migrant  
Program  
Professional Staff  
Community Education Program  
College Assistance Migrant Program  
Temporary Status  
12/01/21 – 06/30/22  
Grade D  
Extension of Appointment

**Heidenescher, Patricia**

Learning Facilitator  
Classified Staff  
Retention Action Program  
Carl Perkins  
Temporary Status  
01/24/22 – 08/31/22  
Grade E  
Competitive Appointment  
(Replacement Action)

**Vasquez, Raymundo**

Program Manager, Workforce Strategic  
Initiatives  
Professional Staff  
Workforce Strategic Initiatives  
Texas Workforce Commission- The Hospitals  
of Providence  
Temporary Status  
01/01/22 – 02/28/22  
Grade D  
Extension of Appointment

Exhibit 3.3  
Information Items  
(No Action Required)

Resignations:

**Del Toro, Clarissa**

Clerk  
Police Department  
11/04/21

**Garcia, Mozella**

Project Director  
STEMGROW Articulation Program  
01/07/22

**Hernandez, Nadia**

Peace Officer I  
Police Department  
11/17/21

**Twomey, Priscilla**

Counselor  
Counseling Department  
11/05/21

Retirements:

**Apodaca, Yvonne**

Coordinator, Workstudy Program  
Financial Aid Office  
12/31/21

**Brown, Dwight**

Admissions Evaluation Assistant  
Admissions and Registrar  
12/31/21

**Camacho, Irma**

Instructor  
Educational Psychology  
12/31/21

**Cannell, Lee**

Instructor  
Accounting  
12/31/21

**Carreno, Margarita**

Manager, Human Resources Information  
Systems  
Human Resources  
01/31/22

**Chavez Holguin, Mary**

Center for Students with Disabilities Campus  
Coordinator  
Center for Students with Disabilities  
12/31/21

**Cisneros, Javier**

Maintenance Specialist  
Physical Plant  
01/31/22

**Dominguez, Mercedes**

Manager, Student Services  
Admissions and Registrar  
12/31/21

Exhibit 3.3  
Information Items  
(No Action Required)

Retirements (cont.):

**Gallegos, Ruben**  
Graduation Specialist  
Admissions and Registrar  
12/31/21

**Gomez, Armando**  
Assistant Director, Computer Based Testing  
Testing Services  
12/31/21

**Gurany-Garcia, Irene**  
Counselor  
Counseling Department  
01/31/22

**Gutierrez, Minerva**  
Administrative Associate  
Testing Services  
01/31/22

**Harmon, William**  
Lab Facilities Supervisor  
Mathematics  
12/31/21

**Lucero, Raul**  
Grounds Foreman  
Physical Plant  
12/31/21

**Marquez, Elizabeth**  
Admissions and Registration Assistant  
Admissions and Registrar  
12/31/21

**Minott, Eugenie**  
Instructor  
Nursing  
12/31/21

Exhibit 3.3  
Information Items  
(No Action Required)

Retirements (cont.):

**Prats, Luis**

Pretesting Retesting Educational Program  
Guidance Assistant  
Student Success Pretesting Retesting  
Educational Program  
12/31/21

**Quiroz, Beatriz**

Administrative Associate  
Arts, Communications, and Social Sciences  
12/31/21

**Rodriguez, Margaret**

Instructor  
Teacher Preparation Child Development  
12/31/21

**Segovia, Juan**

Center for Students with Disabilities Campus  
Coordinator  
Center for Students with Disabilities  
12/31/21

**Serna, Maria**

Sign Language Interpreter  
Center for Students with Disabilities  
12/31/21

**Stroud, James**

Director, Institutional Effectiveness  
Institutional Effectiveness  
12/31/21

**Taboada, Luz**

Director, Center for Corporate and  
Workforce Training  
Center for Corporate and Workforce Training  
12/31/21

**Terrones, Luz**

Security Specialist  
Police Department  
12/31/21

Exhibit 3.3  
Information Items  
(No Action Required)

Retirements (cont.):

**Vasquez, Edmundo**  
Database Administrator  
Information Technology Applications and  
Analytics  
12/31/21

**Zarate, Maria**  
Supervisor, Public Services  
Library  
01/31/22

## FINANCIAL SERVICES ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the approval to purchase a CommVault System hardware upgrade and maintenance solution for increased data recovery from SHI Government Solutions.		<b>Amount:</b> \$255,069										
<b>Requestor:</b>	Marco Fernandez	<b>Area Responsible:</b>	Information Technology										
<b>Resource Persons:</b>	Jenny Girón, Marco Fernandez												
<b>Purpose:</b>													
To provide a hardware upgrade and maintenance solution for data management, including protection (backup and recovery), archiving, and data de-duplication. El Paso Community College currently has thirty-two (32) terabytes (TB) of data recovery storage, and the maintenance program for it will be expiring soon. The new hardware will have eighty-eight (88) TB of storage capacity and include three (3) years of maintenance.													
<b>Explanation:</b>													
This procurement will provide a hardware upgrade and additional storage. The upgrade is required to centrally create and manage mission-critical backups for data recovery and disaster recovery. It provides a reliable, efficient backup and recovery of file systems, applications, and database systems. Furthermore, the new system has the data encryption capabilities to keep data stored safe and meet legal discovery and regulatory compliance requirements. This solution will also allow the capability to back up business-critical systems data to an external source for backup redundancy and business continuity. It will also increase the amount of data that can be held in short-term retention on disk, enabling faster recovery and search access using less disk space. This will also provide backup, recovery, storage, and eDiscovery for online mail Microsoft 0365 cloud applications, such as OneDrive, Teams, and Exchange.													
At the onset of the pandemic and during the past year, the email quota for all users was increased several times to accommodate remote work and online instruction. IT has moved email to the cloud but needs additional storage due to the increase in email quota for all users and must be backed up. Also, due to continued remote work and online instruction, there continues to be an increase in the use of online applications such as MS Teams and OneDrive, therefore, requiring additional storage and backup. Since much work is being conducted online, it is necessary to ensure for the security of information, and this upgrade will assist with secure backups for disaster recovery and business continuity. The need for this increased storage and data management upgrade has been accelerated by the COVID 19 pandemic.													
This purchase will be conducted through the State of Texas Department of Information Resources, contract DIR-TSO-4317, as allowed by the Information Resources Act, Texas Government Code, Section 2054.0565(b).													
Funding is provided by the Higher Education Emergency Relief Fund (HEERF) Account.													
<b>Recommendation:</b>	Approval by the Board of Trustees.												
<b>Vendor:</b>	SHI Government Solutions 3828 Pecana Trail Austin, TX 78749												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Date:</td> <td style="width: 33%; text-align: right;"><u>01/05/2022</u></td> </tr> <tr> <td>Account:</td> <td style="text-align: right;"><u>21265-F21265</u></td> </tr> <tr> <td>Budget:</td> <td style="text-align: right;"><u>\$11,247,455</u></td> </tr> <tr> <td>Expenditures to date:</td> <td style="text-align: right;"><u>\$3,236,078</u></td> </tr> <tr> <td>Balance:</td> <td style="text-align: right;"><u>\$8,011,377</u></td> </tr> </table>				Date:	<u>01/05/2022</u>	Account:	<u>21265-F21265</u>	Budget:	<u>\$11,247,455</u>	Expenditures to date:	<u>\$3,236,078</u>	Balance:	<u>\$8,011,377</u>
Date:	<u>01/05/2022</u>												
Account:	<u>21265-F21265</u>												
Budget:	<u>\$11,247,455</u>												
Expenditures to date:	<u>\$3,236,078</u>												
Balance:	<u>\$8,011,377</u>												

## FINANCIAL SERVICES ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the approval of a three-year software maintenance and support contract with Ad Astra Information Systems, LLC.	<b>Amount:</b> <i>(Not to exceed)</i> \$194,646										
<b>Requestor:</b>	Martha Arvizo	<b>Area Responsible:</b> Instruction and Workforce Education										
<b>Resource Persons:</b> Steven Smith, Jenny Girón, Abraham Hubail												
<b>Purpose:</b>	To approve the renewal of the Ad Astra annual service agreement to maintain the facilities scheduler and resource management system. Ad Astra is a software solution that brings together facilities scheduling with event and resource management. This system is used to optimize classroom and physical plant resources and usage. The service allows viewers to check space availability on each campus, check room resources and submit space requests.											
<b>Explanation:</b>	The Divisions of Instruction & Workforce Education and Student & Enrollment Services utilizes the room reservation system and makes better use of facilities using the analytics package to improve course offerings based on actual student demand.											
<p>The web-based room scheduling system combines academic and event activities to refine both the number of sections and the times of course offerings. The planning and implementation of Ad Astra has been integrated with the College's ERP system, Ellucian Banner. The Ad Astra software was approved by the Board in January 2013.</p> <p>Ad Astra software includes the Scheduling and Platinum Analytics modules that assist the College divisions in assessing how to make the most effect use of college facilities. The results can be accomplished through the review of key performance indicators and goals developed by Ad Astra, including increasing enrollment ratios, improving seat-fill ratios and increasing room utilization. This information will allow EPCC to optimize student access to needed courses, which will help improve graduation rates. The Ad Astra Scheduling module is now fully functional and the Platinum Analytics module of the software has been activated.</p> <p>The total amount for the three-year contract will be \$181,913. A 7% contingency is included in this request if needed for any activities or purchases that might occur between March 12, 2022 through March 11, 2025. The total amount of the contract will not exceed \$194,646.</p>												
<p>Sole source letter follows this item.</p> <p>Funding is provided by the Technology Fund.</p> <p><b>Recommendation:</b> Approval by the Board of Trustees.</p> <p><b>Vendor:</b> Ad Astra Information Systems, LLC 6900 W. 80<sup>th</sup> Street, Suite 300 Overland Park, KS 66204</p>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Date:</td> <td style="width: 33%; text-align: right;"><u>01/05/2022</u></td> </tr> <tr> <td>Account:</td> <td style="text-align: right;"><u>91326-M91326</u></td> </tr> <tr> <td>Budget:</td> <td style="text-align: right;"><u>\$1,503,098</u></td> </tr> <tr> <td>Expenditures to date:</td> <td style="text-align: right;"><u>\$741,697</u></td> </tr> <tr> <td>Balance:</td> <td style="text-align: right;"><u>\$761,401</u></td> </tr> </table>			Date:	<u>01/05/2022</u>	Account:	<u>91326-M91326</u>	Budget:	<u>\$1,503,098</u>	Expenditures to date:	<u>\$741,697</u>	Balance:	<u>\$761,401</u>
Date:	<u>01/05/2022</u>											
Account:	<u>91326-M91326</u>											
Budget:	<u>\$1,503,098</u>											
Expenditures to date:	<u>\$741,697</u>											
Balance:	<u>\$761,401</u>											



---

## INFORMATION TECHNOLOGY DIVISION

---

### MEMORANDUM

**TO:** Ruben Gallardo, Director, Purchasing & Contract Mgmt. *mgp*.

**FROM:** Martha Arvizo, Assistant Director, Enrollment Management

**THROUGH:** Steven Smith, Vice President, Instruction & Workforce Education *SS*

**DATE:** December 14, 2021

**SUBJECT:** Ad Astra as a Sole Source

The purpose of this memo is to validate the reasons in recognizing Ad Astra Information Systems ("Ad Astra") as a sole source for the subscription renewal for the Ad Astra software.

Ad Astra is the sole developer of the platform and applications. Ad Astra develops, maintains and utilizes patented proprietary software and algorithms. Many of the processes leveraged within the Platinum Analytics software have been awarded a patent meaning that Ad Astra is the sole provider of these solutions.

The application will provide college administrator's with historical analysis of course demands, including demand trends, time availability, and section to section scheduling conflicts. The software provides program analysis of course demands, including quantitative demand for eligible and helpful courses. It provides course offering analysis metrics highlighting disconnects between offerings and student's course needs.

Ad Astra provides specialized assistance and subject matter expertise. Their support and maintenance is provided exclusively to customers which affords access to the Ad Astra technical support team and standard releases of the licensed product.

## El Paso Community College,

*Ad Astra Information Systems, LLC* is the sole manufacturer and distributor of Astra Schedule software. The features included in this software are vital to improving the scheduling business practices of higher education institutions, El Paso Community College currently own and maintain a campus-wide license to Astra Schedule software, which is a Cloud hosted product for specialized academic space and event management system produced and marketed solely by Ad Astra Information Systems, LLC. El Paso Community College purchased Astra Schedule software in March, 2013.

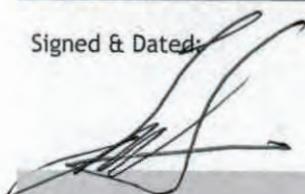
Annual maintenance, support, and hosting is provided solely by Ad Astra Information Systems LLC, as the lone vendor able to support the Astra Schedule software.

The annual maintenance agreement between Ad Astra Information Systems, LLC and El Paso Community College renews annually on March 12 and is payable Net 30.

The product has been sole sourced by other institutions.

### Ad Astra Information Systems, L.L.C.

Signed & Dated:

 12/7/2021

**Tom Shaver, Founder and CEO**

Ad Astra Information Systems, L.L.C.  
6900 W. 80<sup>TH</sup> Street  
Overland Park, KS 66204

## FINANCIAL SERVICES ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the approval of a one-year Banner Technical Advisory Services & Technology Support contract with Ellucian Company, L.P.		<b>Amount:</b> (Not to Exceed) \$141,240										
<b>Requestor:</b>	Abraham Hubail	<b>Area Responsible:</b>	Information Technology										
<b>Resource Persons:</b>	Jenny Girón, Abraham Hubail												
<b>Purpose:</b>													
To approve the Ellucian Banner Technical Advisory Services & Technology Support contract through Ellucian Company L.P.													
<b>Explanation:</b>													
<p>The Ellucian Banner Technology Support contract offers a partnership with an Ellucian solutions advisor and designated experts who provide consistent, ongoing guidance, communication and support for Ellucian products and services. The proactive guidance and support establish a close working relationship with team members that learn and know the College's environment through a regular cadence of meetings, phone conferences, emails, and open support cases for troubleshooting and problem resolution. An annual visit by the lead is also provided to work side-by-side with and collaboratively build the Support and Success Plan with the College's goals and objectives in mind followed by a Solution Review with documentation of the current solution implementation and opportunities to improve. Experts will understand the College's goals, processes and challenges allowing for day-to- day resolutions and guidance on upgrades, changes, and use of new features in order to maintain Ellucian Banner to date.</p> <p>Ellucian Banner is a suite of student and administrative software applications specifically designed for higher education institutions approved by the Board of Trustees on February 15, 1999 for \$2,825,316. Since then, the College has upgraded through many versions of Banner for increased functionality and efficiencies. The current version is a web-based Banner 9 that integrates all departments and functions across the College serving different departmental needs. It is utilized district-wide by the following student support areas: Admissions &amp; Registrar, Financial Aid services, Counseling, and Student Web Services. The administrative support areas are Finance, Budget, Accounting Services, Payroll, Accounts Payable, Accounts Receivable, Cashier Services, Purchasing &amp; Contract Management, Human Resources, Document Management, and Banner employee web services. Banner is highly integrated and all of the modules use a common database. It allows for 24 x 7 system access via the web and real time information regarding student enrollment, grades, HR, finance, and budget.</p> <p>This Banner Technology Support is issued pursuant to the 2016 Master Software, License, and Maintenance Agreement (as thereafter amended) between: The State of Texas, acting by and through Texas A&amp;M University Corpus Christi ("TAMUCC") and the TCC Members; and; Ellucian. All terms and conditions of the 2016 Master Agreement, as amended, are applicable to the Order Form provided.</p> <p>The total amount for the one-year contact is \$132,000. A 7% contingency is included in this request if needed for hardware shipping changes. The total amount of the contact will not exceed \$141, 240.</p>													
<p>Funding is provided by the DOE IREPO-IT account.</p> <p>Sole source letter follows this item.</p> <p><b>Recommendation:</b> Approval by the Board of Trustees.</p> <p><b>Vendor:</b> Ellucian Company L.P. 2003 Edmund Halley Drive Reston, VA 20191</p>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Date:</td> <td style="width: 75%;"><u>01/18/2022</u></td> </tr> <tr> <td>Account:</td> <td><u>21283-F21283</u></td> </tr> <tr> <td>Budget:</td> <td><u>\$345,000</u></td> </tr> <tr> <td>Expenditures to date:</td> <td><u>-0-</u></td> </tr> <tr> <td>Balance:</td> <td><u>\$345,000</u></td> </tr> </table>				Date:	<u>01/18/2022</u>	Account:	<u>21283-F21283</u>	Budget:	<u>\$345,000</u>	Expenditures to date:	<u>-0-</u>	Balance:	<u>\$345,000</u>
Date:	<u>01/18/2022</u>												
Account:	<u>21283-F21283</u>												
Budget:	<u>\$345,000</u>												
Expenditures to date:	<u>-0-</u>												
Balance:	<u>\$345,000</u>												



## INFORMATION TECHNOLOGY DIVISION

### MEMORANDUM

**TO:** Ruben Gallardo, Director, Purchasing & Contract Mgmt.

**FROM:** Abraham Hubail, Executive Director, IT Applications & Analytics 

**THROUGH:** Jenny Girón, Ph.D., Vice President, Information Technology/CIO 

**DATE:** January 12, 2022

**SUBJECT:** Ellucian Company, L.P. as a Sole Source

The purpose of this memo is to validate the reasons in recognizing Ellucian Company, L.P as a sole source.

Ellucian is a sole source for Banner ERP as it exclusively develops, enhances, and maintains their proprietary software which in turn provides Ellucian clients with upgrades and enhancements that address federal requirements that are not available through other firms or individuals.

As a sole source, Ellucian provides a team that is focused on Texas specific solutions. The Texas Connection Consortium works with a team of Ellucian developers on state specific solutions by developing interfaces and reporting requirements to meet Texas mandates. These solutions are supported and maintained by Ellucian exclusively for Texas consortium colleges and universities in order to maintain proprietary governance. In the state of Texas, only community colleges and universities using Banner ERP can obtain software solutions and services through Ellucian as part of the Texas master agreement. The Texas master agreement has centralized all support services to colleges and universities.



January 13, 2022

Mr. Ruben C. Gallarado  
Director Purchasing Contract Management  
El Paso Community College  
9050 Viscount Blvd.  
El Paso, TX 79925

Dear Mr. Gallarado:

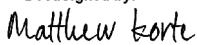
We at Ellucian appreciate the opportunity to serve the technology requirements of El Paso Community College and look forward to continuing and strengthening our technology relationship with the College in the coming years.

Ellucian does not maintain a service provider certification program, and Ellucian is the only authorized vendor to provide maintenance and support services for which it is the exclusive licensor of numerous software products for the higher education marketplace. These products, collectively referred to as the "Ellucian Software," include the Company's proprietary Banner software suite of products. The Ellucian Software is fully developed, is integrated, and is licensed and maintained exclusively by Ellucian. Ellucian protects its intellectual property interests by carefully safeguarding distribution of the Ellucian Software, in whole or in part. Licensees are required to execute a license agreement pursuant to which the users, at an institution level, agree to use Ellucian Software only for the purpose of conducting in-house, non-commercial computing operations and further agree to limit use of the Ellucian Software to those employees with a need to know.

The Ellucian Software is protected under the copyright laws of the United States and the trade secret laws of the several states. Ellucian employs industry-standard measures, both legal and technical in nature, to protect the investment that licensees make in the Ellucian Software. Accordingly, Ellucian is also the only authorized provider of installation, customization, training and educational services for the Ellucian Software. We have no authorized services providers or distributors that provide the Ellucian-approved installation, customization, training and educational services in the United States.

We hope that this information is helpful. If I can be of further assistance, please contact me at your convenience. Thank you for your consideration.

Sincerely,  
DocuSigned by:



F75FBD29F6E04B1...

Vice President, Sales

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the approval of the Expansion of Dual Credit Faculty for College and Career Readiness School Models (CCRSM) Memorandum of Understanding between EPCC, UTEP and YISD.	
<b>Requestor:</b> Steven Smith	<b>Area Responsible:</b> Instruction & Workforce Education
<b>Resource Persons:</b> Steven Smith, Tonie Badillo	
<b>Purpose:</b> To obtain approval from El Paso County Community College District Board of Trustees for the Expansion of Dual Credit Faculty for College and Career Readiness School Models (CCRSM) Memorandum of Understanding between El Paso Community College (EPCC), the University of Texas at El Paso (UTEP), and Ysleta Independent School District (YISD).	
<b>Explanation:</b> With the guidance of legal counsel and respective stakeholders from El Paso County Community College District, the University of Texas at El Paso, and the Ysleta Independent School District, this agreement states the responsibilities of each entity to meet the requirements of the Texas Education Agency (TEA) Expansion of Dual Credit Faculty for College and Career Readiness School Models (CCRSM) two-year grant awarded to support YISD teachers enrolled in graduate coursework at UTEP interested in teaching college courses for dual credit in strict adherence to EPCC's credentialing guidelines.	
<b>Recommendation:</b> Approval by the Board of Trustees.	

**MEMORANDUM OF UNDERSTANDING**

**YSLETA INDEPENDENT SCHOOL DISTRICT,  
EL PASO COMMUNITY COLLEGE,  
and  
THE UNIVERSITY OF TEXAS AT EL PASO**

This **Memorandum of Understanding** ("MOU") is entered into and is effective as of August 15, 2021 between **Ysleta Independent School District** ("YISD"), a Texas independent school district located at 9600 Sims Dr., El Paso, TX 79925, **El Paso County Community College District** ("EPCC"), an institution of higher education located at 9050 Viscount Blvd., El Paso, Texas, 79925, and **The University of Texas at El Paso** ("UTEP"), a Texas State Agency, Texas Public Institution of Higher Education and component institution of The University of Texas System addressed at 500 West University Avenue, El Paso, Texas, 79968 (collectively, the "Parties" separately "Party").

**WHEREAS**, YISD submitted a Letter of Interest (LOI) grant application to the Texas Education Agency (TEA) under RFA #701-21-113; SAS #576-21, for the 2021-2023 Expansion of Dual Credit Faculty for College and Career Readiness School Models (CCRSM) (Grant);

**WHEREAS**, EPCC and UTEP both provided letters of support for the grant application and roles each of them would have should the Grant be awarded;

**WHEREAS**, the purpose of the Grant is to increase the number of high school educators credentialed to teach academic dual credit courses at CCRSM campuses;

**WHEREAS**, the Grant Application has been awarded to YISD subject to certain requirements, including that the Parties enter into a partnership agreement or Memorandum of Understanding;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, YISD, EPCC, and UTEP agree as follows:

1. **Scope of Services**. The Parties agree to collaborate as set forth in the grant application and the Grant with YISD as a Local Education Authority employing high school teachers, UTEP as the 4-year university providing an accelerated educational program to the participating YISD high school teachers, and EPCC as the partner college that serves as the dual credit provider for the CCRSM campus.

2. **Term**. The initial term of this MOU shall begin on August 15, 2021 and continue for a period of two (2) years, unless extended longer or terminated earlier as provided herein. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term." Any Party may terminate this MOU, without cause, upon at least thirty (30) calendar days with prior written notice to the other Parties, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the Parties. Notwithstanding the foregoing, the Parties agree that as to

educators who have not completed the necessary coursework for their degrees as of the end of the Term, the Parties will continue the collaboration as provided in Section 4.

3. **Changes and Amendments.** This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the Parties, in writing signed by duly authorized representatives of each Party, to be attached to and incorporated in this MOU.

4. **Incorporation of Exhibits and further agreements.** The Parties further agree to the following conditions:

- a. The Parties agree to perform the roles and responsibilities as more fully described in the Grant Application, attached hereto as **Exhibit A** and incorporated herein for all purposes, as updated to include the final version as approved by TEA and any updated rosters and commitments shown in Attachments 4 and 5 thereto.
- b. YISD shall serve as Grantee and fiscal agent for the Grant, and shall request a maximum of \$25,000 per educator for expenses related to tuition, fees, and travel during the life of the Grant. Additional costs will be the responsibility of YISD or the participating employee of YISD.
- c. UTEP shall provide the instruction needed for participant education as shown on **Exhibit B** attached hereto and incorporated herein for all purposes.
- d. EPCC commits during the Term to continue its Dual Credit Partnership Agreement with YISD as shown on **Exhibit C** attached hereto and incorporated herein for all purposes and to credentialing participating YISD high school teachers as described in the Grant.
- e. The Parties commit that if any significant change occurs or is expected to occur that would likely impact a Party's ability to perform as agreed herein, that Party will promptly notify the other Parties so that appropriate modifications can be made.
- f. The Parties commit to ensuring that all participating teachers will be afforded the opportunity outside the Grant Term to complete the necessary coursework for credentialing with eligibility and expense sharing to be determined among the Parties based on the circumstances at the time and such other agreements between the Parties as may be then in effect.

5. **Points of Contact.** For purposes of this MOU, the point of contact for each Party is:

Ysleta Independent School District

Christine Gleason, Director, High School Academics

9600 Sims

El Paso, Texas 79925

915-434-0540

[cgleason@yisd.net](mailto:cgleason@yisd.net)

El Paso Community College

Tonie Badillo

Dean of Dual Credit and Early College High Schools

El Paso Community College

915-831-6755

mbadill4@epcc.edu

The University of Texas at El Paso

Maria Teresa de la Piedra,

Professor, Teacher Education Department

500 W. University Avenue

El Paso, TX 79968

915-747-5527

mdelapiedra@utep.edu

6. **Reservation of rights.** Nothing herein shall be construed to be a waiver of sovereign or governmental immunity or similar rights of any of the Parties, except to the limited extent required by law to enforce the Parties' respective obligations to each other hereunder. No provision of this MOU that imposes an obligation or restriction on any Party not permitted by applicable law shall be enforceable.

7. **Miscellaneous.** Without the prior written consent of all other Parties, no Party shall have right or power to assign this MOU in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. THIS MOU SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. This MOU, and every provision thereof, shall be binding upon and shall inure to the benefit of the named Parties and their respective successors and permitted assigns. This MOU shall not be binding upon a named Party until such Party has received any required approval of this MOU by its respective governing body, if applicable, and has executed this MOU. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa. No consent or waiver, express or implied, by a Party to or for any breach or any provision hereunder by the other Party shall be deemed a consent or waiver to or for any other breach of the same provision or any other provision hereunder. This MOU has been jointly prepared by the Parties, and no ambiguity shall be construed against any Party based on the identity of the author of this MOU. This MOU may be executed in original or facsimile signatures, in multiple counterparts. Any provision, or part thereof, of this MOU held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this MOU and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable. The headings, captions, and arrangements used in this MOU are for convenience only and shall not affect the interpretation of this MOU.

8. **Supplemental Agreements.** In addition to this MOU, the award may require or allow the Parties to execute additional agreements regarding their duties and responsibilities. Any such

written agreement executed after the execution of this MOU (each, a "Supplemental Agreement") shall be considered as a supplement to this MOU and will be construed in conjunction with this MOU.

9. **Reservation of Rights, Immunity and Governmental Function.** In addition to section 6 above, the Parties agree that the performance of this MOU is for the purpose of performing governmental functions and that, in all things related to this MOU, the Parties were performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this MOU shall be construed as a waiver of sovereign or governmental immunity or similar rights. The Parties agree that neither Party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this MOU that imposes an obligation or restriction on the Parties not permitted by applicable law shall be enforceable. Records relating to the MOU may be subject to disclosure pursuant to the Texas Public Information Act.

10. **Interlocal Cooperation Contract.** This MOU constitutes an "interlocal contract" within the meaning of, and as authorized by, the Texas Interlocal Cooperation Act, Section 791.001 et. seq. of the Texas Government Code. The purpose of this MOU is to provide "governmental functions or services" as therein defined.

11. **Disputes.** If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

12. **Amendment and Assignment.** Any changes to this Agreement may only be made by mutual written agreement of the Parties signed by duly authorized representatives. This Agreement may not be assigned by any Party without the express written consent of the other Parties. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement.

13. **Mutual Negotiation.** This MOU has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any Party.

14. **Warranty of Capacity to Execute Contract.** The person signing this MOU on behalf of each Party warrants that he/she has the authority to do so and to bind said Party to this MOU. The signatories may sign individual signature pages to facilitate the circulation and execution of this MOU.

15. **Execution in Counterparts.** This MOU may be executed by the Parties in counterparts, as if executing a single document.

Executed as of the dates established below.

-----*Signature Pages to follow*-----

YSLETA INDEPENDENT SCHOOL DISTRICT



---

Xavier De La Torre, Ed.D., Superintendent

Date: 11/16/2021

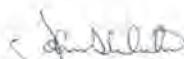
EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

---

William Serrata, Ph.D., President

Date: \_\_\_\_\_

THE UNIVERSITY OF TEXAS AT EL PASO



---

John Wiebe, Ph.D., Provost and Vice President for  
Academic Affairs

Date: 11/16/2021

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the approval of the Expansion of Dual Credit Faculty for College and Career Readiness School Models (CCRSM) Memorandum of Understanding between EPCC, UTEP and Clint ISD.		
<b>Requestor:</b>	Steven Smith	<b>Area Responsible:</b>	Instruction & Workforce Education
<b>Resource Persons:</b> Steven Smith, Tonie Badillo			
<b>Purpose:</b>	To obtain approval from El Paso County Community College District Board of Trustees for the Expansion of Dual Credit Faculty for College and Career Readiness School Models (CCRSM) Memorandum of Understanding between El Paso Community College (EPCC), the University of Texas at El Paso (UTEP), and Clint Independent School District (Clint ISD).		
<b>Explanation:</b> With the guidance of legal counsel and respective stakeholders from El Paso County Community College District, the University of Texas at El Paso, and the Clint ISD, this agreement states the responsibilities of each entity to meet the requirements of the Texas Education Agency (TEA) Expansion of Dual Credit Faculty for College and Career Readiness School Models (CCRSM) two-year grant awarded to support Clint ISD teachers enrolled in graduate coursework at UTEP interested in teaching college courses for dual credit in strict adherence to EPCC's credentialing guidelines.			
<b>Recommendation:</b> Approval by the Board of Trustees.			

**MEMORANDUM OF UNDERSTANDING**

**CLINT INDEPENDENT SCHOOL DISTRICT,  
EL PASO COMMUNITY COLLEGE,  
and  
THE UNIVERSITY OF TEXAS AT EL PASO**

This **Memorandum of Understanding** (“MOU”) is entered into and is effective as of December 1, 2021 between **Clint Independent School District** (“CISD”), a Texas independent school district located at 14521 Horizon Blvd, **El Paso County Community College District** (“EPCC”), an institution of higher education located at 9050 Viscount Blvd., El Paso, Texas, 79925, and **The University of Texas at El Paso** (“UTEP”), a Texas State Agency, Texas Public Institution of Higher Education and component institution of The University of Texas System addressed at 500 West University Avenue, El Paso, Texas, 79968 (collectively, the “Parties” separately “Party”).

**WHEREAS**, CISD submitted a Letter of Interest (LOI) grant application to the Texas Education Agency (TEA) under the Texas Covid Learning Acceleration Grant, for the 2021-2023 Expansion of Dual Credit Faculty for College and Career Readiness School Models (CCRSM) (Grant) ;

**WHEREAS**, EPCC and UTEP both provided letters of support for the grant application and roles each of them would have should the Grant be awarded;

**WHEREAS**, the purpose of the Grant is to increase the number of high school educators credentialed to teach academic dual credit courses at CCRSM campuses;

**WHEREAS**, the Grant Application has been awarded to CISD subject to certain requirements, including that the Parties enter into a partnership agreement or Memorandum of Understanding;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CISD, EPCC, and UTEP agree as follows:

1. **Scope of Services.** The Parties agree to collaborate as set forth in the grant application and the Grant with CISD as a Local Education Authority employing high school teachers, UTEP as the 4-year university providing an accelerated educational program to the participating CISD high school teachers, and EPCC as the partner college that serves as the dual credit provider for the CCRSM campus.
2. **Term.** The initial term of this MOU shall begin on December 1, 2021 and continue for a period of two (2) years, unless extended longer or terminated earlier as provided herein. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term." Any Party may terminate this MOU, without cause, upon at least thirty (30) calendar days with prior

written notice to the other Parties, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the Parties. Notwithstanding the foregoing, the Parties agree that as to educators who have not completed the necessary coursework for their degrees as of the end of the Term, the Parties will continue the collaboration as provided in Section 4.

3. **Changes and Amendments.** This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the Parties, in writing signed by duly authorized representatives of each Party, to be attached to and incorporated in this MOU.

4. **Incorporation of Exhibits and further agreements.** The Parties further agree to the following conditions:

- a. The Parties agree to perform the roles and responsibilities as more fully described in the Grant Application, attached hereto as **Exhibit A** and incorporated herein for all purposes, as updated to include the final version as approved by TEA and any updated rosters and commitments shown in Attachments 4 and 5 thereto.
- b. CISD shall serve as Grantee and fiscal agent for the Grant, and shall request a maximum of \$25,000 per educator for expenses related to tuition, fees, and travel during the life of the Grant. Additional costs will be the responsibility of CISD or the participating employee of CISD.
- c. UTEP shall provide the instruction needed for participant education as shown on **Exhibit B** attached hereto and incorporated herein for all purposes.
- d. EPCC commits during the Term to continue its Dual Credit Partnership Agreement with CISD as shown on **Exhibit C** attached hereto and incorporated herein for all purposes and to credentialing participating CISD high school teachers as described in the Grant.
- e. The Parties commit that if any significant change occurs or is expected to occur that would likely impact a Party's ability to perform as agreed herein, that Party will promptly notify the other Parties so that appropriate modifications can be made.
- f. The Parties commit to ensuring that all participating teachers will be afforded the opportunity outside the Grant Term to complete the necessary coursework for credentialing with eligibility and expense sharing to be determined among the Parties based on the circumstances at the time and such other agreements between the Parties as may be then in effect.

5. **Points of Contact.** For purposes of this MOU, the point of contact for each Party is:

Clint Independent School District

Adriana Cantu

Director of Accelerated Learning

Clint ISD

915-926-4000

adriana.cantu@clint.net

El Paso Community College

Tonie Badillo

Dean of Dual Credit and Early College High Schools

El Paso Community College

915-831-6755

mbadill4@epcc.edu

The University of Texas at El Paso

Maria Teresa de la Piedra,

Professor, Teacher Education Department

500 W. University Avenue

El Paso, TX 79968

915-747-5527

mdelapiedra@utep.edu

6. **Reservation of rights.** Nothing herein shall be construed to be a waiver of sovereign or governmental immunity or similar rights of any of the Parties, except to the limited extent required by law to enforce the Parties' respective obligations to each other hereunder. No provision of this MOU that imposes an obligation or restriction on any Party not permitted by applicable law shall be enforceable.

7. **Miscellaneous.** Without the prior written consent of all other Parties, no Party shall have right or power to assign this MOU in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. THIS MOU SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. This MOU, and every provision thereof, shall be binding upon and shall inure to the benefit of the named Parties and their respective successors and permitted assigns. This MOU shall not be binding upon a named Party until such Party has received any required approval of this MOU by its respective governing body, if applicable, and has executed this MOU. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa. No consent or waiver, express or implied, by a Party to or for any breach or any provision hereunder by the other Party shall be deemed a consent or waiver to or for any other breach of the same provision or any other provision hereunder. This MOU has been jointly prepared by the Parties, and no ambiguity shall be construed against any Party based on the identity of the author of this MOU. This MOU may be executed in original or facsimile signatures, in multiple counterparts. Any provision, or part thereof, of this MOU held by a court

of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this MOU and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable. The headings, captions, and arrangements used in this MOU are for convenience only and shall not affect the interpretation of this MOU.

8. **Supplemental Agreements.** In addition to this MOU, the award may require or allow the Parties to execute additional agreements regarding their duties and responsibilities. Any such written agreement executed after the execution of this MOU (each, a “Supplemental Agreement”) shall be considered as a supplement to this MOU and will be construed in conjunction with this MOU.

9. **Reservation of Rights, Immunity and Governmental Function.** In addition to section 6 above, the Parties agree that the performance of this MOU is for the purpose of performing governmental functions and that, in all things related to this MOU, the Parties were performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this MOU shall be construed as a waiver of sovereign or governmental immunity or similar rights. The Parties agree that neither Party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this MOU that imposes an obligation or restriction on CISD the Parties not permitted by applicable law shall be enforceable. Records relating to the MOU may be subject to disclosure pursuant to the Texas Public Information Act.

10. **Interlocal Cooperation Contract.** This MOU constitutes an “interlocal contract” within the meaning of, and as authorized by, the Texas Interlocal Cooperation Act, Section 791.001 et. seq. of the Texas Government Code. The purpose of this MOU is to provide “governmental functions or services” as therein defined.

11. **Disputes.** If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

12. **Amendment and Assignment.** Any changes to this Agreement may only be made by mutual written agreement of the Parties signed by duly authorized representatives. This Agreement may not be assigned by any Party without the express written consent of the other Parties. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement.

13. **Mutual Negotiation.** This MOU has been prepared at the joint request, direction, and construction of the Parties, at arms’ length, and shall be construed without favor to any Party.

14. **Warranty of Capacity to Execute Contract.** The person signing this MOU on behalf of each Party warrants that he/she has the authority to do so and to bind said Party to this MOU.

The signatories may sign individual signature pages to facilitate the circulation and execution of this MOU.

15. **Execution in Counterparts.** This MOU may be executed by the Parties in counterparts, as if executing a single document.

Executed as of the dates established below.

-----*Signature Pages to follow* -----

CLINT INDEPENDENT SCHOOL DISTRICT

---

Dr. Juan I. Martinez, Clint ISD Superintendent

Date: \_\_\_\_\_

EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

---

William Serrata, Ph.D., President

Date: \_\_\_\_\_

THE UNIVERSITY OF TEXAS AT EL PASO

---

John Wiebe, Ph.D., Provost and Vice President for  
Academic Affairs

Date: \_\_\_\_\_

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the acceptance of an Interlocal Agreement with the Cancer and Chronic Disease Consortium (CCDC).	<b>Amount:</b> \$2,316
<b>Requestor:</b>	Raul Ramirez	<b>Area Responsible:</b> Student Technology Services
<b>Resource Persons:</b>	Steven Smith, Rick Webb, Raul Ramirez, Robert Elliott	
<b>Purpose:</b>	To approve a 12-month Interlocal Agreement that supports students obtaining real-world work experience.	
<b>Explanation:</b>	<p>EPCC's Student Technology Services (STS) program provides students of all majors an opportunity to gain professional experience while earning an income. Students employed under STS will be placed with CCDC in a position closely related to their educational goals. Through the STS program, students can obtain real-world experience and hands-on skills necessary to succeed in the industry.</p> <p>The cost category of Fringe represents those employer benefit costs that vary based upon an employee's actual salary and benefit options chosen by each employee. Benefits choices include the health/dental insurance plan and retirement programs selected. Other employer benefit costs normally borne by the institution and charged to the grant also apply like workers' compensation, state unemployment insurance, life insurance, and long-term disability insurance.</p>	
<b>Budget Account Number: 23852-P23852 Budget Summary: \$2,316.48</b> <b>November 1, 2021 – October 31, 2022</b> <b>Detailed Budget Overview:</b>		
	61601      Instructor PT Pool 62000      Fringe Benefits <sup>1</sup> <b>TOTAL</b>	\$2,073.25 <u>243.23</u> <b>\$2,316.48</b>
<p><sup>1</sup>Full-time fringe benefit rate is 0 %, Part-time fringe benefit rate is 10.5 %, and overall composite fringe benefit rate is 10.5 %</p> <p><b>Recommendation:</b> Approval by the Board of Trustees.</p>		

Interlocal Agreement  
Between  
El Paso Community College  
And  
Cancer and Chronic Disease Consortium

This Interlocal Agreement ("this agreement") is made by and between the El Paso Community College District, hereinafter referred to as EPCC, and the Cancer and Chronic Disease Consortium, hereinafter referred to as CCDC. In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. Scope of Work**

EPCC's Student Technology Services (STS) program provides EPCC students of all majors and opportunity to gain professional experience, while earning an income. Students employed under STS are placed with experienced EPCC faculty/staff offices or local businesses/organizations in a field closely related to their education goals. Through the STS program, students are able to obtain real-world experience and hands-on skills necessary to succeed in the industry.

Under this agreement, CCDC and EPCC agree as follows:

1. CCDC shall provide to EPCC the desired number of STS students to be placed with CCDC, the desired work hours, and the nature of the desired duties to be performed for CCDC.
2. EPCC will subsequently provide CCDC with a listing of STS students available for placement, including a summary of capabilities for each student and the position description under which they are employed by EPCC.
3. From this pool of available students, CCDC shall select the student(s) it desires to have placed under this agreement.
4. Prior to the start of placement, CCDC representative for this agreement shall meet with the assigned EPCC STS supervisor to confirm student placements, establish work schedules for each, clarify the nature and extent of work to be performed, and resolve any other matters deemed appropriate by either party to this agreement. Such other matters may include, but are not limited to, CCDC personnel policies, security issues, information restrictions, and the like. This agreement shall be documented in writing and provided to the Company, student and STS program.
5. Following commencement of student placement(s) under this agreement, the assigned EPCC STS supervisor and CCDC representative shall meet whenever deemed necessary by either party, to assess the placement, STS student performance, and/or any other matters that either party may deem appropriate.

6. Should, for any reason, a STS student placed under this agreement be unable to continue this placement or CCDC wishes a placement terminated or either party wishes to propose a change to the placement of a STS student, the parties shall meet to discuss the situation to reach a mutually agreeable resolution; provided, however, that CCDC is not required to maintain placement of any STS student who has violated any CCDC policies and procedures or applicable law. Replacement of a STS student shall be done in accordance with the procedures in subsections 1 through 4 above.
7. Any and all STS students placed under this agreement shall be at the initiation of their placement and throughout the term of their placement an employee of EPCC subject to all applicable employment laws and to the personnel rules and policies of EPCC. Further, CCDC agrees not to employ or otherwise directly or indirectly compensate a STS student placed under this agreement at any time during that student's placement under this agreement; except CCDC may make available, at its option, any morale benefit generally available to CCDC employees. Questions concerning the applicability of this subsection shall be resolved under subsections 1.4 or 1.5 above as appropriate. CCDC is not, and shall not be construed to be, the employer of any STS student placed under this agreement for any purpose whatsoever, and EPCC shall obtain the written acknowledgment thereto of each such STS student.
8. CCDC hereby agrees not to extend the hours or change the work schedule of any STS student placed under this agreement beyond the hours or work schedule established for each student at the time of placement without the written consent of EPCC.

## **II. Performance Period**

1. This agreement will begin on November 1, 2021 and expire on August 31, 2022, except that either party may terminate this agreement by written notice to the other. Termination under this subsection shall be effective thirty (30) calendar days from the date of receipt by the party being so notified.
2. This agreement may be extended beyond the above expiration date by written amendment of this agreement signed by both parties to this agreement.
3. Either party may, without penalty, terminate the agreement at the end of any budget period of such party occurring during the term of the agreement, if funds of the agreement during the succeeding budget period have not been appropriated. This agreement may also be terminated at any time by mutual consent of the parties.

## **III. Compensation**

1. As consideration for the performance of STS students under this agreement, CCDC agrees to pay to EPCC an aggregate total amount not to exceed two thousand three hundred sixteen dollars and forty-eight cents (\$2,316.48); unless this amount is changed by written modification to this agreement to be effective when signed by both parties to this agreement.
2. EPCC shall pay all STS students in accordance with applicable law, including without limitation any minimum wage laws. CCDC shall pay to EPCC an amount equivalent to an hourly rate of three dollars and eighty-one cents per hour (\$3.81/hour) for actual hours

worked by each STS student placed with CCDC, up to an aggregate maximum for all STS students of two-thousand three hundred sixteen dollars and forty-one cents (\$2,316.48). This amount will support 19 hours per week for a total of 32 weeks (\$3.81 X 19 hours X 32 weeks totals \$2,316.48)

3. CCDC agrees to maintain a monthly timesheet for each STS student placed under this agreement. This time sheet shall record for each week, or part of a week, in the month covered the hours worked by and for each date worked, and shall be signed by CCDC representative for this agreement and by the STS student, certifying its correctness.

#### **IV. Payments**

1. Within ten (10) calendar days following the last day of each month during which an STS student(s) worked at CCDC under this agreement, CCDC shall mail to EPCC the timesheet(s) specified in subsection III.3 above, along with a check payable to EPCC in an amount computed by multiplying the total hours recorded on the timesheet(s) by the hourly rate specified in Subsection III.2 above. This timesheet(s) and payment shall be mailed to:

El Paso Community College  
P.O. Box 20500  
El Paso, TX 79998-0500  
Attention: Cashier

2. Any disagreements between EPCC and CCDC concerning the hours worked or the payments due shall be discussed between EPCC and CCDC and adjustments made accordingly.

#### **V. Relationship of the Parties**

Nothing contained in this agreement shall be construed as establishing a partnership or joint obligations among the parties hereto. Each party retains the right to conduct its business as it sees fit.

#### **VI. Reservation of Rights**

Nothing herein shall be construed to be a waiver of sovereign immunity or similar rights and its rights under the Texas Tort Claims Act by any of the parties, except to the limited extent required by law to enforce the parties' respective obligations to each other hereunder. No provision of the agreement that imposes an obligation or restriction on CCDC not permitted by applicable law shall be enforceable. Records relating to the agreement may be subject to disclosure pursuant to the Texas Public Information Act a/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code.

#### **VII. Interlocal**

This agreement constitutes an "interlocal contract" within the meaning of, and authorized by, the Texas Interlocal Cooperation Act, Section 791.001 et. seq. of the Texas Government Code (the "Act"), and, among other things, a contract for purchase under Section 791.025 of the Texas

Government Code. The purpose of this agreement is to provide "governmental functions or services", within the meaning of the Act.

### **VIII. Disputes**

Should any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the EPCC STS supervisor and CCDC representative.

### **IX. Assignments**

This agreement may not be assigned by either party to the agreement without the express written consent of the other party.

### **X. Entirety of Agreement**

This agreement, and any subsequent written amendments to this agreement, constitute the entire and only agreement between the parties relating to the matters described herein, and supersedes all prior agreements and discussions, whether written or oral.

### **XI. Notices to Parties**

Any notice required by this agreement shall be given by prepaid first class certified mail, return receipt requested.

Notices sent to EPCC shall be addressed to:

Raul Ramirez, STS Manager  
Student Technology Services  
El Paso Community College  
P.O. Box 20500  
El Paso, TX 79998-0500

Notices sent to CCDC shall be addressed to:

Pat Morales  
Co-Executive Director  
Cancer and Chronic Disease Consortium  
6070 Gateway East Suite 202  
El Paso, TX 79905

### **XII. Applicable Law**

This agreement shall be construed and enforced in accordance with the laws of the State of Texas. Further, and for any project that is in whole or in part funded through the Federal government, the applicable program or appropriation statute(s), federal agency regulations, and Circulars of the U.S. Office of Management and Budget (OMB) shall apply.

### **XIII. Miscellaneous**

This agreement, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa. No consent or waiver, express or implied, by a party to or for any breach of any provision hereunder by the other party shall be deemed a consent or waiver to or for any other breach of the same provision or any other provision hereunder. This agreement has been jointly prepared by the parties, and no ambiguity shall be construed against any party based on the identity of the author of this agreement. This agreement may be executed in original or facsimile signatures, in multiple counterparts. Any provision, or part thereof, of this agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this agreement and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable. The headings, captions, and arrangements used in this agreement are for convenience only and shall not affect the in perpetration of this agreement. Changes to this agreement may only be made by mutual written agreement of the parties.

### **XIV. Indemnification**

To the extent authorized by the Constitution and the laws of the State of Texas, EPCC agrees to hold the CCDC harmless from liability for the negligent acts or omissions of officers, agents, and employees of EPCC for activities undertaken under this agreement; provided, however, that the EPCC shall not hold CCDC harmless from claims arising out of the negligence and willful malfeasance of CCDC, its officers, agents, employees, or any person or entity not subject to the control or supervision of the EPCC. The CCDC shall indemnify and hold harmless EPCC, its trustees, officers, agents and employees from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out under this agreement; provided, however, that the CCDC obligation to indemnify and hold harmless shall not include claims arising from the negligence or willful malfeasance of a Trustee, officer, agent or employee of EPCC.

In witness whereof, the parties have caused this agreement to be executed by their duly authorized representatives.

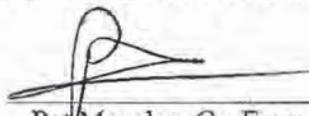
El Paso Community College District



William Serrata, Ph.D., President

Date: 11/5/2021

Cancer and Chronic Disease Consortium



Pat Morales, Co-Executive Director

Date: 10/29/2021

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the acceptance of the Texas Higher Education Coordinating Board (THECB) Texas Reskilling and Upskilling for Education (TRUE) Institutional Capacity Grant.																						
<b>Requestor:</b>	<b>Area Responsible:</b> Souraya Hajjar Health Career and Technical Education, Math and Science																						
<b>Resource Persons:</b> Steven Smith, Souraya Hajjar, Robert Elliott																							
<b>Purpose:</b>	To approve the TRUE Institutional Capacity Grant to accelerate the number of high-value credential opportunities offered to students urgently needed for economic recovery due to the COVID-19 pandemic. EPCC will focus on six existing offerings and develop three offerings within the Health Careers Program.																						
<b>Explanation:</b> The objective of the grant is to increase the participation and success of students in health careers programs at the College. EPCC will develop a curriculum for new credential opportunities, update small equipment (<\$5,000) for clinical and lab instructional needs, fund faculty wages for additional course offerings, marketing courses, and a project coordinator. The grant will provide a \$2,500/semester award for 84 students' expenses (tuition and fees, books, and preclearance requirements for clinicals, including immunizations, background checks, drug screening, physical, etc.) Funding provided by the Texas Higher Education Coordinating Board's Governor's Emergency Education Relief (GEER) Fund.																							
<p>The cost category of Fringe represents those employer benefit costs that vary based upon an employee's actual salary and benefit options chosen by each employee. Benefits choices include the health/dental insurance plan and retirement programs selected. Other employer benefit costs normally borne by the institution and charged to the grant also apply like workers' compensation, state unemployment insurance, life insurance, and long-term disability insurance.</p>																							
<p><b>Budget Account Number: 22216-E22216 Budget Summary: \$366,943</b>  <b>December 13, 2021 – September 30, 2022</b>  <b>Detailed Budget Overview:</b></p> <table> <tbody> <tr> <td>61061</td> <td>Instructor FT/PT</td> <td>\$54,261</td> </tr> <tr> <td>62000</td> <td>Fringe Benefits<sup>1</sup></td> <td>6,535</td> </tr> <tr> <td>71123</td> <td>Instructional Supplies</td> <td>41,223</td> </tr> <tr> <td>71432</td> <td>Marketing</td> <td>30,000</td> </tr> <tr> <td>71910</td> <td>Indirect Costs</td> <td>24,924</td> </tr> <tr> <td>74000</td> <td>Student Aid Pool</td> <td><u>210,000</u></td> </tr> <tr> <td colspan="2"><b>TOTAL</b></td><td><b>\$366,943</b></td></tr> </tbody> </table>			61061	Instructor FT/PT	\$54,261	62000	Fringe Benefits <sup>1</sup>	6,535	71123	Instructional Supplies	41,223	71432	Marketing	30,000	71910	Indirect Costs	24,924	74000	Student Aid Pool	<u>210,000</u>	<b>TOTAL</b>		<b>\$366,943</b>
61061	Instructor FT/PT	\$54,261																					
62000	Fringe Benefits <sup>1</sup>	6,535																					
71123	Instructional Supplies	41,223																					
71432	Marketing	30,000																					
71910	Indirect Costs	24,924																					
74000	Student Aid Pool	<u>210,000</u>																					
<b>TOTAL</b>		<b>\$366,943</b>																					
<p><sup>1</sup>Fringe benefit percentage for part-time is 10.5% and full-time at 29.5% with composite 12.0% fringe benefit rate.</p>																							
<b>Recommendation:</b> Approval by the Board of Trustees.																							



Texas Higher Education  
Coordinating Board

THECB Award Number:  
Federal Fiscal Year:

25707  
20

Notice of Federal Grant Award  
to  
**El Paso Community College**

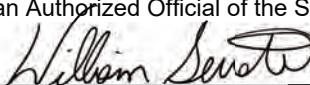
Grantee's Name and Address: <b>El Paso Community College</b> <b>PO Box 20500</b> <b>El Paso, TX 79998</b>	Federal Grant Title: <b>Texas Reskilling and Upskilling for Education (TRUE) Institutional Capacity Grants</b>
	CFDA: <b>84.425C</b>
	Federal Grant Award Number: <b>2020-GE-84425C</b>
	Federal Award Date: <b>06/02/2020</b>
Amount of Award: <b>\$ 366,943.00</b>	Term of Grant: <b>upon execution to 9/30/2022</b> All funds must be expended by: <b>9/30/2022</b> (if applicable)
	Federal Grant Funding Agency: <b>U.S. Department of Education, Education Stabilization Fund Program Governor's Emergency Education Relief (GEER) Fund</b>
	<b>Research and Development: no</b>
	DUNS Number: <b>030160782</b>
Payment Method: <b>50% upon execution and 50% after acceptance of the first interim reports</b>	Congressional District Location: <b>16</b> Congressional District Place of Performance: <b>16</b>
<b>Authority: Governor's Emergency Education Relief (GEER) Fund. GEER dollars, in turn, originate from the U.S. Department of Education's administration of the Education Stabilization Fund in the Coronavirus Aid, Relief and Economic Security (CARES) Act of 2020. The CARES Act (HR 748/S 3548 of the 116th Congress) was signed into law on March 27, 2020.</b>	
The Texas Higher Education Coordinating Board's ("THECB") and the Grantee's (collectively, referred to as "the parties") execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application (RFA) including any addenda issued, (2) the addenda to Grantee's Application (if any), and (3) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.	
<b>Grantee is encouraged, but not required, to meet the 25% cost-sharing/match requirements as set forth in the RFA.</b>	
Any changes in the approved Grant must follow THECB's amendment process as defined in the RFA. Any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within thirty (30) days unless otherwise agreed by THECB and Grantee.	
<b>Signed by THECB Official:</b>  	<b>Signed by Grantee Official:</b>  
<b>Ray Martinez</b> <b>Deputy Commissioner</b>	<b>William Serrata, Ph.D.</b> <b>President</b>
<b>Date:</b>	<b>Date:</b>

Rev. 10/2021

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the approval of a sub-grant from the University of Texas at El Paso under the Department of Education's Hispanic-Serving Institutions for STEM and Articulation program.		<b>Amount:</b> \$350,000 <i>per year for 5 years</i>																																				
<b>Requestor:</b>	Mozella Garcia	<b>Area Responsible:</b>	Arts, Arch, Math and Science - VV																																				
<b>Resource Persons:</b> Steven Smith, Allison Bruce, Robert Elliott																																							
<b>Purpose:</b>	To request approval of a sub-grant reflecting a cooperative program with UTEP to increase enrollment and subsequent successful outcomes in STEM academic disciplines.																																						
<b>Explanation:</b> This is a 5-year program which UTEP will fund for a year at a time. The grant is designed to increase the number of students graduating in a STEM discipline and who will immediately enter the workforce or successfully transfer to an accredited four-year institution of higher education well prepared to continue in a bachelor's STEM program. EPCC project objectives will concentrate on the Biology and Engineering disciplines using interdisciplinary applied learning projects that also involve the Architecture program to allow students to learn their science in real-world applied situations. Activities will also include STEM advisement, instructional designing, and the participation of STEM guest speakers from local or national industries that employ these disciplines.																																							
The cost category of Fringe represents those employer benefit costs that vary based upon an employee's actual salary and benefit options chosen by each employee. Benefits choices include the health/dental insurance plan and retirement programs selected. Other employer benefit costs normally borne by the institution and charged to the grant also apply like workers' compensation, state unemployment insurance, life insurance, and long-term disability insurance.																																							
<b>Budget Account Number: 23851-P23851 - Budget Summary: \$350,000</b> <b>October 1, 2021 – September 30, 2022</b> <b>Detailed Budget Overview:</b>																																							
<table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 10%;">61000</td> <td style="width: 60%;">Instructor PT Pool</td> <td style="width: 30%; text-align: right;">\$14,898</td> </tr> <tr> <td>61205</td> <td>Administrator FT</td> <td style="text-align: right;">80,107</td> </tr> <tr> <td>61305</td> <td>Professional Staff FT</td> <td style="text-align: right;">34,076</td> </tr> <tr> <td>61605</td> <td>Classified Staff FT</td> <td style="text-align: right;">28,013</td> </tr> <tr> <td>62000</td> <td>Fringe Benefits<sup>1</sup></td> <td style="text-align: right;">44,298</td> </tr> <tr> <td>71120</td> <td>Office Supplies</td> <td style="text-align: right;">2,117</td> </tr> <tr> <td>71123</td> <td>Furn &amp; Equip &lt;5000</td> <td style="text-align: right;">24,392</td> </tr> <tr> <td>71130</td> <td>Instructional Supplies</td> <td style="text-align: right;">9,028</td> </tr> <tr> <td>71313</td> <td>Consultant</td> <td style="text-align: right;">30,000</td> </tr> <tr> <td>71317</td> <td>Other Prof/Tech</td> <td style="text-align: right;">500</td> </tr> <tr> <td>71910</td> <td>Indirect Cos</td> <td style="text-align: right;">82,571</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>TOTAL</b></td><td style="text-align: right;"><b>\$350,000</b></td></tr> </tbody> </table>				61000	Instructor PT Pool	\$14,898	61205	Administrator FT	80,107	61305	Professional Staff FT	34,076	61605	Classified Staff FT	28,013	62000	Fringe Benefits <sup>1</sup>	44,298	71120	Office Supplies	2,117	71123	Furn & Equip <5000	24,392	71130	Instructional Supplies	9,028	71313	Consultant	30,000	71317	Other Prof/Tech	500	71910	Indirect Cos	82,571	<b>TOTAL</b>		<b>\$350,000</b>
61000	Instructor PT Pool	\$14,898																																					
61205	Administrator FT	80,107																																					
61305	Professional Staff FT	34,076																																					
61605	Classified Staff FT	28,013																																					
62000	Fringe Benefits <sup>1</sup>	44,298																																					
71120	Office Supplies	2,117																																					
71123	Furn & Equip <5000	24,392																																					
71130	Instructional Supplies	9,028																																					
71313	Consultant	30,000																																					
71317	Other Prof/Tech	500																																					
71910	Indirect Cos	82,571																																					
<b>TOTAL</b>		<b>\$350,000</b>																																					
<p><sup>1</sup>Full-time fringe benefit rate is 31.4%, Part-time fringe benefit rate is 10.5%, and overall composite fringe benefit rate is 29%.</p> <p><b>Recommendation:</b> Approval by the Board of Trustees.</p>																																							

# FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Type in Agency]		US DEPARTMENT OF EDUCATION	
Pass-Through Entity (PTE):		Subrecipient:	
The University of Texas at El Paso		El Paso Community College District	
PTE PI: Peter Golding		Sub PI: Allison I. Bruce	
PTE Federal Award No: P031C210149		Subaward No: 226150919A	
Project Title: STEMFuerte/STEMStrong – a STEM Pathway Program			
Subaward Budget Period:		Amount Funded This Action (USD): \$ 350,000.00	
Start: 10/01/2021 End: 09/30/2022			
Estimated Period of Performance:		Incrementally Estimated Total (USD): \$ 1,750,000.00	
Start: 10/01/2021 End: 09/30/2026			
<b>Terms and Conditions</b>			
<p>1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.</p> <p>2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's <b>Financial</b> Contact, shown in Attachment 3A.</p> <p>3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's <b>Financial</b> Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.</p> <p>4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.</p> <p>5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.</p> <p>6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's <b>Administrative</b> Contact and the Subrecipient's <b>Authorized Official</b> Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.</p> <p>7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget <b>Unilaterally</b>. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's <b>Authorized Official</b> Contact, as shown in Attachment 3B.</p> <p>8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.</p> <p>9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the <b>Administrative</b> Contact, and Subrecipient notice shall be directed to the <b>Authorized Official</b> Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable</p> <p>10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.</p>			
By an Authorized Official of the PTE:		By an Authorized Official of the Subrecipient:	
 Roberto Osegueda Vice President for Research Texas at El Paso, Vice President for Research, email: osegueda@utep.edu, c:US Date: 2021.10.28 15:57:32 -06'00'		 William Serrata President, El Paso Community College Date: 10/27/2021	
Name: Roberto Osegueda		Date: 10/28/2021	
Title: VP for Research			

## **Attachment 1** **Certifications and Assurances**

Subaward Number:

226150919A

### **Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

### **Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

---

### **Audit and Access to Records**

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward.

Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request.

Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

---

### **Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

---

### **Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

---

### **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number

226150919A

**Required Data Elements**

The data elements required by Uniform  
Guidance are incorporated in the attached Federal Award.

**This Subaward Is:**

Research & Development

Subject to FFATA

Awarding Agency Institute (If Applicable)

US DEPARTMENT OF EDUCATION

Federal Award Issue Date	FAIN	Assistance Listing No.
09/17/21	P031C210149	84.031

Assistance Listing Program Title (ALPT)

Higher Education Institutional Aid

Key Personnel Per NOA

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

**Special Terms and Conditions:**

**Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

**Copyrights:**

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: US DEPARTMENT OF EDUCATION

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

---

**Work Involving Human or Vertebrate Animals (Select Applicable Options)**

No Human or Vertebrate Animals

This section left intentionally blank.

---

**Human Subjects Data (Select One)**  Not Applicable

This section left intentionally blank

---

This section left intentionally blank

---

**Additional Terms**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

226150919A

**PTE Information**

Entity Name: The University of Texas at El Paso

Legal Address: 500 W. University Ave  
El Paso, TX 79968-0587

Website: <https://www.utep.edu/orsp/>

**PTE Contacts**

Central Email: subcontracts@utep.edu

Principal Investigator Name: Peter Golding

Email: pgolding@utep.edu Telephone Number: (915) 747-8125

Administrative Contact Name: Raul Chavez

Email: rchavez13@utep.edu Telephone Number: (915) 747-7938

COI Contact email (if different to above):

Financial Contact Name: Jose Ramirez

Email: subkinvoices@utep.edu Telephone Number: (915) 747-7809

Email invoices?  Yes  No Invoice email (if different):

Authorized Official Name: Roberto A. Osegueda, VP for Research

Email: subcontracts@utep.edu Telephone Number: N/A

**PI Address:**

The University of Texas at El Paso  
College of Engineering  
Engineering Education & Leadership  
Engineering Building, Room E-230  
500 W University  
El Paso, Texas 79968

**Administrative Address:**

The University of Texas at El Paso  
Office of Research and Sponsored Projects  
Administration Building, Room 209  
500 W University  
El Paso, Texas 79902

**Invoice Address:**

The University of Texas at El Paso  
Office of Contracts & Grants Accounting Services  
Administration Building, Room 200  
500 W University  
El Paso, Texas 79968-0697

**Attachment 3B**  
**Subrecipient Contacts**

Subaward Number:  
226150919A

**Subrecipient Information for FFATA reporting**

Entity's DUNS Name: El Paso Community College District

EIN No.: 74-1690850 Institution Type: Hispanic Serving Institution

DUNS: 030160782 Currently registered in SAM.gov:  Yes  No

Parent DUNS: *This section for U.S. Entities:*  Yes  No (if no, complete 3Bpg2)

Place of Performance Address Congressional District: TX-016 Zip Code [Look-up](#)  
Zip Code+4: 79998-0500

El Paso community College - Valle Verde Campus  
919 Hunter Dr.  
El Paso, TX. 79915-1914

**Subrecipient Contacts**

Central Email:

Website:

Principal Investigator Name: Allison I. Bruce

Email: abruche@epcc.edu Telephone Number: (915) 831-2165

Administrative Contact Name: Maribel Gomez

Email: mgome282@epcc.edu Telephone Number: (915) 831-6766

Financial Contact Name: Juanita Antunez

Email: jantune1@epcc.edu Telephone Number: (915) 831-6388

Invoice/Payment Email:

Authorized Official Name: William Serrata, PhD., President

Email: wserrata@epcc.edu Telephone Number: (915) 831-6511

**Legal Address:**

P.O. Box 20500  
El Paso, TX. 79998-0500

**Administrative Address:**

El Paso Community College, Administrative Services Center  
Grants Management Office  
9050 Viscount  
El Paso, TX. 79925-6511

**Payment Address:**

Direct Deposit-Wells Fargo

**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:  
226150919A

**Subrecipient:**

Institution Name: El Paso Community College District

PI Name: Allison I. Bruce

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

## Attachment 4

### Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.
- Annual technical / progress reports will be submitted within 30 days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:

Carryover is automatic

**Other Reports:**

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.  
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Additional Technical and Reporting Requirements:**

The Subrelease Form (See Attachments) shall be submitted to PTE's Authorized Official (as shown in Attachment 3A) within 60 days of the end of the Project Period or after the termination of this award, whichever comes first.

**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget****Statement of Work** Below  Attached,  pagesIf award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

EPCC proposes to enter into a cooperative agreement (subgrant) with UTEP. This is a five-year program designed to increase the number of students graduating in a STEM discipline and immediately enter the workforce or successfully transfer to an accredited 4-year institution of higher education well prepared to continue in a bachelor's STEM program. To meet the program goals, UTEP and EPCC will jointly and individually engage in a variety of activities designed to increase the number of Hispanic and low-income students to enroll in STEM majors, persist and maintain good academic achievement, and timely complete their studies at EPCC.

**Budget Information**

<b>Indirect Information</b>	Indirect Cost Rate (IDC) Applied	<input type="text" value="41"/> %	<b>Cost Sharing</b>	<input type="checkbox"/> No
Rate Type:	<input type="checkbox"/> Modified Total Direct Costs		If Yes, include Amount: \$	<input type="text"/>

**Budget Details**  Below  Attached,  pages**Budget Totals**Direct Costs \$ Indirect Costs \$ Total Costs \$ 

All amounts are in United States Dollars



## STEMFUERTE PROJECT SCOPE

**PURPOSE:** EPCC proposes to enter into a cooperative agreement (subgrant) with UTEP. This is a five-year program designed to increase the number of students graduating in a STEM discipline and immediately enter the workforce or successfully transfer to an accredited 4-year institution of higher education well prepared to continue in a bachelor's STEM program. To meet the program goals, UTEP and EPCC will jointly and individually engage in a variety of activities designed to increase the number of Hispanic and low-income students to enroll in STEM majors, persist and maintain good academic achievement, and timely complete their studies at EPCC.

		<b>Date</b>	September 2021 (if accepted, begin date)
<b>Project Name</b>	STEMFUERTE		
<b>Project Objectives</b>	Project objectives will concentrate on the Engineering and Biology disciplines using interdisciplinary applied learning projects that also involve the Architecture program to allow students to learn their science in real-world applied situations. Additional activities will include a STEM advisor, instructional designer, and STEM guest speakers from local or national industry which employ these disciplines		
<b>Product Scope Definition</b>	<p>Competitive Preference Priority 1 – Fostering Flexible and Affordable Paths to Obtaining Knowledge and Skills - Projects that are designed to address the following priority areas: Improving collaboration between education providers and students; and providing work-based learning experiences.</p> <p>Competitive Preference Priority 2 – Academic Achievement and Retention Strategies - Projects designed to develop or enhance tutoring, counseling, and student service programs designed to improve academic success, including innovative and customized instruction courses (which may include remedial education and English language instruction) designed to help retain students and move the students rapidly into core courses and through program completion.</p> <p>Invitational Priority – Providing Student Supports for Addressing the Impact of COVID-19 on Students' Mental Health and Academic Outcomes - Projects that will provide integrated student support services (also known as wrap-around services) for HSI STEM students to address mental health and academic support due to the COVID-19 Pandemic.</p>		
<b>Project Requirements</b>	Absolute Priority: Projects designed to increase the number of Hispanic and other low-income students attaining degrees in the fields of science, technology, engineering, or mathematics; and to develop model transfer and articulation agreements between 2-year Hispanic-serving institutions and 4-year institutions in such fields.		
<b>Initial Project Organization</b>	The members of the project team, as well as stakeholders, are identified. PI – Dr. Carlos Amaya, CoPIs – Dr. Aref Mazloum & Glenda Hill, Multidiscipline Faculty – Clark Myers, Project Director – Dr. Mozella Garcia, Administrative Assistant – Ana Torres, STEM Advisor – TBD, Instructional Designer – TBD, and STEM Guest Speakers – TBD.		

<b>Schedule Milestones</b>	<b>Performance Measures:</b>
	<ul style="list-style-type: none"> <li>a. The percentage change, over the five-year grant period, of the number of Hispanic and low-income full-time STEM field degree-seeking undergraduate students enrolled.</li> <li>b. The number and percent of Hispanic and low-income first-time, full-time STEM field degree-seeking undergraduate students who were in their first year of postsecondary enrollment in the previous year and are enrolled in the current year who remain in a STEM field degree/credential program.</li> <li>c. The number and percentage of Hispanic and low-income first-time, full-time degree-seeking undergraduate students enrolled at four-year HSIs graduating within six years of enrollment with a STEM field degree.</li> <li>d. The number and percentage of Hispanic and low-income first-time, full-time degree-seeking undergraduate students enrolled at two-year HSIs graduating within three years of enrollment with a STEM field degree/credential.</li> <li>e. The number and percentage of Hispanic and low-income students transferring successfully to a four-year institution from a two-year institution and retained in a STEM field major.</li> <li>f. The number of Hispanic and low-income students participating in grant-funded student support programs or services.</li> <li>g. The number of Hispanic and low-income students who participated in grant-supported services or programs in good academic standing.</li> <li>h. The number of Hispanic and low-income STEM field major transfer students on track to complete a STEM field degree within three years from their transfer date.</li> <li>i. The number of Hispanic and low-income students who participated in grant-supported services or programs and completed a degree or credential.</li> </ul>

EPCC STEM FUERTE Budget							
		<u>Yr 1</u>	<u>Yr 2</u>	<u>Yr 3</u>	<u>Yr 4</u>	<u>Yr 5</u>	
<b>Salaries</b>							
Project Director	FT	\$ 79,000	\$ 80,975	\$ 82,999	\$ 85,074	\$ 87,201	
Admin Assistant	FT	\$ 26,000	\$ 26,650	\$ 27,316	\$ 27,999	\$ 28,699	
STEM Advisor	FT	\$ 34,076	\$ 34,928	\$ 35,801	\$ 36,696	\$ 37,614	
Aref Mazloum	PT NI rate	\$ 4,990	\$ 6,497	\$ 6,659	\$ 6,826	\$ 6,997	
Glenda Hill	PT NI rate	\$ 4,990	\$ 6,497	\$ 6,659	\$ 6,826	\$ 6,997	
Clark Myers	PT NI rate	\$ 4,990	\$ 6,497	\$ 6,659	\$ 6,826	\$ 6,997	
	<b>Subtotal:</b>	<b>\$ 154,046</b>	<b>\$ 162,044</b>	<b>\$ 166,095</b>	<b>\$ 170,247</b>	<b>\$ 174,504</b>	
<b>Fringe Benefits</b>							
Full-Time @ 30%		\$ 41,723	\$ 42,766	\$ 43,835	\$ 44,931	\$ 46,054	
Part-Time @ 11%		\$ 1,647	\$ 2,144	\$ 2,198	\$ 2,253	\$ 2,309	
	<b>Subtotal:</b>	<b>\$ 43,370</b>	<b>\$ 44,910</b>	<b>\$ 46,033</b>	<b>\$ 47,183</b>	<b>\$ 48,363</b>	
	<b>Total Personnel:</b>	<b>\$ 197,416</b>	<b>\$ 206,954</b>	<b>\$ 212,128</b>	<b>\$ 217,431</b>	<b>\$ 222,867</b>	
<b>Equipment</b>	<b>Subtotal:</b>	<b>\$ 30,000</b>	<b>\$ 16,195</b>	<b>\$ 6,457</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Travel Domestic</b>							
Conferences	<b>Subtotal:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,443</b>	<b>\$ 4,012</b>	<b>\$ 5,000</b>	
<b>Other Direct Costs</b>							
<b>Materials and Supplies</b>							
Office Supplies		\$ 2,117	\$ 2,000	\$ 2,000	\$ 2,000	\$ 258	
Instructional Supplies		\$ 9,027	\$ 9,500	\$ 9,500	\$ 6,911	\$ -	
	<b>Subtotal:</b>	<b>\$ 11,144</b>	<b>\$ 11,500</b>	<b>\$ 11,500</b>	<b>\$ 8,911</b>	<b>\$ 258</b>	
<b>Publication Costs</b>							
Postage		\$ -	\$ -	\$ -	\$ -	\$ -	
Printing/Duplicating		\$ -	\$ -	\$ -	\$ -	\$ -	
Marketing/Advertise		\$ -	\$ -	\$ -	\$ -	\$ -	
	<b>Subtotal:</b>	<b>\$ -</b>					
<b>Consultant</b>							
Guest Speakers		\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	
Instructional Designer		\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	
	<b>Subtotal:</b>	<b>\$ 30,500</b>					
	<b>TOTAL DIRECT COSTS:</b>	<b>\$ 269,060</b>	<b>\$ 265,149</b>	<b>\$ 263,028</b>	<b>\$ 260,854</b>	<b>\$ 258,625</b>	
<b>Indirect Costs</b>							
41% of Salaries & wages plus	<b>Subtotal:</b>	<b>\$ 80,940</b>	<b>\$ 84,851</b>	<b>\$ 86,972</b>	<b>\$ 89,147</b>	<b>\$ 91,375</b>	
	<b>TOTAL PROGRAM COSTS</b>	<b>\$ 350,000</b>					
		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$0)</b>	<b>\$0</b>	

**El Paso Community College**  
**STEM FUERTE Budget Justification**

**Budget is Adequate to Support Project:** The STEM FUERTE budget provides the resources to execute the goals, objectives, and outcomes. The budget details each major line item with reasonable costs for operation of activity of this size and in this region of the country, Southwest Texas.

Key personnel budget for STEM FUERTE include a 100% Project Director, one 100% STEM Advisor, one contract Instructional Designer, three STEAM faculty (two are CoPIs), and 100% full-time Administrative Assistant will provide administrative support to key personnel and maintain the files for necessary programmatic and fiscal documents. Each position is appropriately and necessarily budgeted under EPCC salary and benefits based on education and experience. Additionally, funds have been allocated to pay faculty with particular expertise in the various STEAM fields to pilot applied learning and DIY practices and strategies, participate in faculty development, classroom survey distribution, and other program-related work. Depending on the particular faculty member's teaching load, payment may be made through an overload assignment or course development time. Either way, the rate of compensation per hour is governed by the faculty hourly salary schedule and is based upon the faculty member's years of service teaching within the district.

**Budget Justification – Years 1 through 5**

---

**Salaries and Wages.**

All personnel are hired through the EPCC personnel system which is fully compliant with applicable OMB grant guidelines. Pay levels are based on the College position classification system which sets job titles and pay based on position duties and the knowledge and skills required to perform the work; compared with similar positions within the hiring area. Note that all pay is increased by 2.5% each year which is consistent with the pattern of annual COLA increases provided by EPCC Board of Trustees.

**A. Senior Personnel: (Total: \$690,271)**

1. **Project Director – Dr. Mozella Garcia**, full-time employee, will serve as the Project Director of this project. Dr. Garcia will work closely with the Principal Investigator, Performance Evaluator, STEM Faculty, and support staff. She is responsible for overseeing all aspects of the NSF AISL award, such as program development, program implementation, management, budget, data collection, classroom survey distribution & collection, and reporting. For each year of the project, she will dedicate 100% effort to the project. (Requested salary **\$415,250**).
2. **STEAM Faculty**
  - a. The faculty who will teach Biofuels, Bioengineering, Biosports, and Biodiversity applied project learning and DIY projects at the Valle Verde campus include the CoPIs, Dr. Aref Mazloum & Glenda Hill, and interdisciplinary faculty Clark Myers. (Requested total **\$95,907**).
3. **STEM Advisor**, TBD, full-time employee. Advisor hired will participate in the development, coordination, and implementation of retention initiatives, academic advising, articulation and other related services including implementing programs to increase student enrollment to ensure student success. Assist and advise students in making well informed college and career choices. Also, will provide bilingual (Spanish English) workshops for local parents of STEM majors and those taking STEM courses. The goal is to inform families of the varied and lucrative opportunities in STEM careers. (Requested total **\$179,114**).

**B. Other Personnel: (\$136,665)**

1. **Secretarial – Clerical: Admin Assistant:** The project requires an administrative assistant that can aid the project in multiple capacities. Administrative duties include but not limited to; paperwork for the educators, schedule follow-ups for evaluation, serve as a liaison for college duties that involve the project, manage payments to participants of the project, schedule meetings, and follow-up logistics.

**C. Fringe Benefits: (\$229,858)**

Full-Time Employee: The set rates for all employees are: FICA Medicare = 1.45%, Workers Comp = 1.22%, and Teacher Retirement = 7.5%. The following rates vary by the individual employee's salary or wage level and/or benefit election: Health Insurance = 17.3% (average, based on employee election), Dental = 0.71%, Basic Life Insurance = 0.07%, Long Term Disability = 0.63%, and State Unemployment = 0.34%. Full-Time @ 30% of all full-time wages.

Part-time employees is based on: Social Security 7.65% (includes 1.45% Medicare), Workers Comp Insurance 1.35%, and State Unemployment Tax 1.5% (of first \$9,000). Part-Time @ 10.5% of all part-time wages. Faculty: Including overloads and faculty summer assignments @ 11%.

**D. C-Equipment: (\$52,652).** For the purchase of applied learning project and DIY project equipment, which will allow us to provide Biofuels, Bioengineering, Biosports, and Biodiversity APL and DIY projects. We will equip **STEM FUERTE** faculty, based on the APL & DIY projects they will offer at their campus, with the following items:

Equipment Item	Quantity	Approx. Unit Cost	Total
Metal Wire 3D Printer	1	\$6,000	\$6,000
Raise Lamination 3D Printer	1	\$6,652	\$6,652
MCOR Arke Color 3D Printer (Red Brick)	1	\$20,000	\$20,000
Laser Cutter Boss	1	\$20,000	\$20,000

**E. Travel (\$11,455)**

**Domestic: Out-of-Town.** Senior personnel will travel to conferences to gain STEM project knowledge and share project results. (Requested total **\$11,455**)

**In-Town:** N/A

**F. Participant Support Costs: N/A****G. Other Direct Costs: (\$43,313)**

1. **Office and Instructional Supplies.** We will equip each **STEM FUERTE** faculty, based on the APL & DIY projects they will offer at their campus, with the following items: A total of **\$34,938** has been allocated for instructional supplies, to include those consumable items necessary to the operation of APL biology and engineering labs. A total of **\$8,375** has been allocated for the purchase of general, non-instructional supplies necessary for the operation of the program. These items will be needed in order to equip each of the eight faculty teaching APL lessons.
2. **Publication Costs Documentation/Dissemination.** N/A
3. **Consultant Services: (\$152,500)**
  - a. **Instructional Designer,** TBD, contract labor. The individual will consult with faculty on instructional design, strategies, and learning objectives; makes recommendations on enhancing

instructional materials and deliveries to ensure students have an opportunity to interact and apply learning outcomes as well as increase the success and retention of students; assists in the development of course materials, assessment techniques, appropriate integration of instructional technologies, and best practices. (Requested total **\$150,000**).

- b. **STEM Guest Speakers:** A stipend will be paid Alumni who provide EPCC students their success stories, and share their current employment, as well as internships and employment opportunities. Guest speakers will come from various fields – NASA, Boeing, Western Refinery, etc... (Requested total **\$2,500**).

**4. Evaluator.** N/A

**H. TOTAL DIRECT COSTS: (\$1,316,714)**

**I. Indirect Costs: (\$433,286)**

**J. TOTAL DIRECT AND INDIRECT COST FOR FIVE YEARS: \$1,750,000**

## Attachment 6

### Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

P031C210149  
Peter Golding  
The University of Texas at El Paso  
500 W University Ave  
El Paso, TX 79968

P031C210149

Raul Chavez  
The University of Texas at El Paso  
500 W University Ave  
El Paso, TX 79968



US Department of Education  
Washington, D.C. 20202

P031C210149

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME  The University of Texas at El Paso 500 W University Ave El Paso, TX 79968	2	AWARD INFORMATION  PR/AWARD NUMBER ACTION NUMBER ACTION TYPE AWARD TYPE  P031C210149 1 New Discretionary (Research and Development)															
3	PROJECT STAFF  RECIPIENT PROJECT DIRECTOR Peter Golding (915) 747-8125 <a href="mailto:pgolding@utep.edu">pgolding@utep.edu</a> EDUCATION PROGRAM CONTACT Jymece Seward (202) 453-6138 <a href="mailto:Jymece.Seward@ed.gov">Jymece.Seward@ed.gov</a> EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 <a href="mailto:edcaps.user@ed.gov">edcaps.user@ed.gov</a>	4	PROJECT TITLE  84.031C STEMFUERTE															
5	KEY PERSONNEL  <table><thead><tr><th><u>NAME</u></th><th><u>TITLE</u></th><th><u>LEVEL OF EFFORT</u></th></tr></thead><tbody><tr><td>Peter Golding</td><td>Project Director</td><td>25 %</td></tr></tbody></table>			<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Peter Golding	Project Director	25 %									
<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>																
Peter Golding	Project Director	25 %																
6	AWARD PERIODS  BUDGET PERIOD 10/01/2021 - 09/30/2022 PERFORMANCE PERIOD 10/01/2021 - 09/30/2026  FUTURE BUDGET PERIODS  <table><thead><tr><th><u>BUDGET PERIOD</u></th><th><u>DATE</u></th><th><u>AMOUNT</u></th></tr></thead><tbody><tr><td>2</td><td>10/01/2022 - 09/30/2023</td><td>\$997,042.00</td></tr><tr><td>3</td><td>10/01/2023 - 09/30/2024</td><td>\$963,396.00</td></tr><tr><td>4</td><td>10/01/2024 - 09/30/2025</td><td>\$973,319.00</td></tr><tr><td>5</td><td>10/01/2025 - 09/30/2026</td><td>\$983,539.00</td></tr></tbody></table>			<u>BUDGET PERIOD</u>	<u>DATE</u>	<u>AMOUNT</u>	2	10/01/2022 - 09/30/2023	\$997,042.00	3	10/01/2023 - 09/30/2024	\$963,396.00	4	10/01/2024 - 09/30/2025	\$973,319.00	5	10/01/2025 - 09/30/2026	\$983,539.00
<u>BUDGET PERIOD</u>	<u>DATE</u>	<u>AMOUNT</u>																
2	10/01/2022 - 09/30/2023	\$997,042.00																
3	10/01/2023 - 09/30/2024	\$963,396.00																
4	10/01/2024 - 09/30/2025	\$973,319.00																
5	10/01/2025 - 09/30/2026	\$983,539.00																
7	AUTHORIZED FUNDING  THIS ACTION \$978,685.00 BUDGET PERIOD \$978,685.00 PERFORMANCE PERIOD \$978,685.00																	
8	ADMINISTRATIVE INFORMATION  DUNS/SSN 132051285 REGULATIONS EDGAR AS APPLICABLE 2 CFR AS APPLICABLE ATTACHMENTS 2 , 3 , 6 , 8 , 9 , 11 , 12 , 13 , 14 , B OPE-2 , GE1 , GE2 , GE3 , GE4 , GE5																	
9	LEGISLATIVE AND FISCAL DATA  AUTHORITY: PL 110-315 III THE HIGHER EDUCATION OPPORTUNITY ACT PROGRAM TITLE: HIGHER EDUCATION - INSTITUTIONAL AID CFDA/SUBPROGRAM NO: 84.031C																	



US Department of Education  
Washington, D.C. 20202

P031C210149

## GRANT AWARD NOTIFICATION

	FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
	0201M	2020	2021	EP000000	B	JMQ	000	031	4101C	\$978,685.00

10	PR/AWARD NUMBER:	P031C210149
	RECIPIENT NAME:	The University of Texas at El Paso
	GRANTEE NAME:	UNIVERSITY OF TEXAS AT EL PASO 500 W UNIVERSITY AVE, EL PASO, TX 79968 - 0001
	PROGRAM INDIRECT COST TYPE:	Restricted
	PROJECT INDIRECT COST RATE:	52%

### TERMS AND CONDITIONS

(1) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:

- 1) THE RECIPIENT'S APPLICATION (BLOCK 2);
- 2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS: 2 CFR PART 180; NONPROCUREMENT DEBARMENT AND SUSPENSION AS ADOPTED AT 2 CFR PART 3485; 2 CFR PART 200 AS ADOPTED AT 2 CFR 3474 (BLOCK 8), AND 34 CFR PARTS 75, 77, 79, 81, 82, 84, 86, 97, 98, 99; AND THE PROGRAM REGULATIONS SPECIFIED IN BLOCK 8; AND
- 3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED.

THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, THE SECRETARY CONSIDERS, AMONG OTHER THINGS, CONTINUED FUNDING IF:

- 1) CONGRESS HAS APPROPRIATED SUFFICIENT FUNDS UNDER THE PROGRAM;
- 2) THE DEPARTMENT DETERMINES THAT CONTINUING THE PROJECT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT;
- 3) THE GRANTEE HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE GOALS AND OBJECTIVES OF THE PROJECT;
- 4) THE SECRETARY ESTABLISHED PERFORMANCE MEASUREMENT REQUIREMENTS FOR THE GRANT IN THE APPLICATION NOTICE, THE PERFORMANCE TARGETS IN THE GRANTEE'S APPROVED APPLICATION;
- 5) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118, 2 CFR 200.328 AND 200.329, AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY; AND
- 6) THE GRANTEE HAS MAINTAINED FINANCIAL AND ADMINISTRATIVE MANAGEMENT SYSTEMS THAT MEET THE REQUIREMENTS IN 2 CFR 200.302, FINANCIAL MANAGEMENT, AND 2 CFR 200.303, INTERNAL CONTROLS.

IN ACCORDANCE WITH 2 CFR 200.308(c)(2) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 5 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD.

(2) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAI 260 (Exhibit 6.5)



US Department of Education  
Washington, D.C. 20202

P031C210149

## GRANT AWARD NOTIFICATION

If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:

1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. (See 2 CFR 200.331(a))
2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract. (See 2 CFR 200.1)

(3) Unless this grant solely funds research, you must comply with new regulations regarding awards to faith-based organizations (FBOs) that provide beneficiary services under this grant or under a contract you award to provide beneficiary services under this grant. These new regulations clarify the rights of FBOs and impose certain duties on FBOs regarding the referral of beneficiaries they serve. See 34 CFR 75.52, 75.712-75.714, appendix A to part 75, and 2 CFR 3474.15. The Department has established a web page that provides guidance on the new regulations, including FAQs and other implementation tools, which is available at <http://www2.ed.gov/policy/fund/reg/fbci-reg.html>. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.

(4) Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions. The negotiated indirect cost rate agreement authorizes a non-Federal entity to draw down indirect costs from the grant awards. The following conditions apply to the below entities.

A. All entities (other than institutions of higher education (IHE))

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under EDGAR or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).

B. Institutions of higher education (IHE)

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant's project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.



US Department of Education  
Washington, D.C. 20202

P031C210149

## GRANT AWARD NOTIFICATION

Signature Not Verified

Digitally signed by Stacey Slijepcevic

Date: Fri Sep 17 19:40:41 EDT 2021



---

AUTHORIZING OFFICIAL

---

DATE

Ver. 1

## EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

### For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

**1. RECIPIENT NAME** - The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.

**2. AWARD INFORMATION** - Unique items of information that identify this notification.

**PR/AWARD NUMBER** - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.

**ACTION NUMBER** - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"

**ACTION TYPE** - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)

**AWARD TYPE** - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.

**3. PROJECT STAFF** - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.

**\*RECIPIENT PROJECT DIRECTOR** - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.

**EDUCATION PROGRAM CONTACT** - The U.S. Department of Education staff person responsible for the programmatic, administrative and businessmanagement concerns of the Department.

**EDUCATION PAYMENT CONTACT** - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.

**4. PROJECT TITLE AND CFDA NUMBER** - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.

**5.\* KEY PERSONNEL** - Name, title and percentage (%) of effort the key personnel identified devotes to the project.

**6. AWARD PERIODS** - Project activities and funding are approved with respect to three different time periods, described below:

**BUDGET PERIOD** - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.

**PERFORMANCE PERIOD** - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.

**\*FUTURE BUDGET PERIODS** - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.

**7. AUTHORIZED FUNDING** - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.

**\*THIS ACTION** - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.

**\*BUDGET PERIOD** - The total amount of funds available for use by the grantee during the stated budget period to this date.

**\*PERFORMANCE PERIOD** - The amount of funds obligated from the start date of the first budget period to this date.

**RECIPIENT COST SHARE** - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.

**RECIPIENT NON-FEDERAL AMOUNT** - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.

**8. ADMINISTRATIVE INFORMATION** - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

**DUNS/SSN** - A unique, identifying number assigned to each recipient for payment purposes. The number is based on either the recipient's assigned number from Dun and Bradstreet or the individual's social security number.

**\*REGULATIONS** - Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.

**\*ATTACHMENTS** - Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

**9. LEGISLATIVE AND FISCAL DATA** - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

**FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS** -

The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award.

**AMOUNT** - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

**10. TERMS AND CONDITIONS** - Requirements of the award that are binding on the recipient.

**\*PARTICIPANT NUMBER** - The number of eligible participants the grantee is required to serve during the budget year.

**\*GRANTEE NAME** - The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the DUNS number registered in SAM under the name and address appearing in this field. This name, address and the associated DUNS is what is displayed in the SAM Public Search.

**\*PROGRAM INDIRECT COST TYPE** - The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).

**\*PROJECT INDIRECT COST RATE** - The indirect cost rate applicable to this grant.

**\*AUTHORIZING OFFICIAL** - The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

#### **FOR FORMULA AND BLOCK GRANTS ONLY:**

(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

**3. PROJECT STAFF** - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

#### **7. AUTHORIZED FUNDING**

**CURRENT AWARD AMOUNT** - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

**PREVIOUS CUMULATIVE AMOUNT** - The total amount of funds awarded under the grant before this action.

**CUMULATIVE AMOUNT** - The total amount of funds awarded under the grant, this action included.

---

\* This item differs or does not appear on formula and block grants.

UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
& CHIEF INFORMATION OFFICER

Peter Golding  
The University of Texas at El Paso  
500 W University Ave  
  
El Paso, TX 79968

**SUBJECT:** Payee Verification for Grant Award P031C210149

This is to inform you of the payee for the above listed grant award issued by the United States Department of Education

Grantee DUNS/SSN: 132051285  
Grantee Name: UNIVERSITY OF TEXAS AT EL PASO

Payee DUNS/SSN: 132051285  
Payee Name: UNIVERSITY OF TEXAS AT EL PASO

If any of the above information is not correct, please contact a Payee Customer Support Representative at 1-888-336-8930. Please send all the correspondence relating to the payee or bank information changes to the following address:

U.S. Department of Education  
550 12th Street, SW  
Room 6087  
Washington, DC 20202

Attn: Stephanie Barnes  
Phone: 202-245-8006

## SPECIFIC GRANT TERMS AND CONDITIONS FOR FINANCIAL AND PERFORMANCE REPORTS

### **PERFORMANCE REPORTS:**

**(1) FINAL REPORTS - ALL RECIPIENTS** are required to submit a final performance report within 120 days after the expiration or termination of grant support in accordance with submission instructions provided in box 10 of the Grant Award Notification (GAN), or through another notification provided by the Department of Education (Department) ([2 CFR § 200.329\(c\)](#)).

**(2) ANNUAL, QUARTERLY, or SEMIANNUAL REPORTS - ALL RECIPIENTS** of a multi-year discretionary award must submit an annual Grant Performance Report ([34 CFR § 75.118](#)). The annual performance report shall provide the most current performance and financial expenditure information that is sufficient to meet the reporting requirements of 2 CFR §§ [200.328](#), [200.329](#), and [34 CFR § 75.720](#).

Your education program contact will provide you with information about your performance report submissions, including the due date, as a grant term or condition in box 10 on the GAN, or through another notification provided by the Department. The grant term or condition in box 10 on the GAN or another notification may reflect any of the following:

1. That a performance report is due before the next budget period begins. The report should contain current performance and financial expenditure information for this grant. It will either identify the date the performance report is due or state that the Department will provide additional information about this report, including due date, at a latertime.
2. That an interim performance report is required because of the nature of the award or because of statutory or regulatory provisions governing the program under which this award is made, and that the report is due more frequently than annually as indicated, e.g., due quarterly and submitted within 30 days after the end of each quarter, or due semiannually and submitted within 30 days after the end of each 6-month period ([2 CFR § 200.329\(c\)\(1\)](#)).
3. That other reports are required, e.g., program specific reports required in a program's statute or regulation.

### **(3) FINANCIAL REPORTS – SOME RECIPIENTS:**

If a financial report is required, your education program contact will provide you with information about your financial report submission, including the due date, as a grant term or condition in box 10 on the GAN, or through another notification.

A [Standard Form \(SF\) 425 Federal Financial Report \(FFR\)](#) is required if:

1. A grant involves cost sharing, and the ED 524B, which collects cost sharing information, is not submitted or a program-specific report approved by U.S. Office of Management and Budget (OMB) does not collect cost sharing information;
2. Program income was earned;

3. Indirect cost information is to be reported and the ED 524B was not used or a program-specific report approved by OMB does not collect indirect cost information;
4. Program regulations or statute require the submission of the FFR; or
5. Specific Award Conditions, or specific grant or subgrant conditions for designation of "high risk," were imposed in accordance with 2 C.F.R. part [200.208](#) and part [3474.10](#) and required the submission of the FFR.

If the FFR is required, the notification may indicate one of the following (see the form and its instructions at [Standard Form \(SF\) 425 Federal Financial Report \(FFR\)](#)):

1. Quarterly - FFRs are required for reporting periods ending on 12/31, 03/31, 06/30, 09/30, and are due within 30 days after each reporting period.
2. Semi-annual - FFRs are required for reporting periods ending on 03/31 and 09/30, and are due within 30 days after each reporting period.
3. Annual - FFRs are required for reporting period ending 09/30, and is due within 30 days after the reporting period.
4. Final - In coordination with the submission of final performance reports, FFRs are due within 120 days after the project or grant period end date (2 CFR [200.328](#)).

When completing an FFR for submission, the following must be noted:

1. *Multiple Grant Reporting Using SF 425A Prohibited:* While the FFR is a governmentwide form that is designed for single grant and multiple grant award reporting, the Department's policy is that multiple grant award reporting is not permitted for Department grants. Thus, a Department grantee that is required to submit an FFR in accordance with any of the above referenced selections must complete and submit one FFR for each of its grants. Do not use the FFR attachment (Standard Form 425A), which is available for reporting multiple grants, for reporting on Department grants. As such, references to multiple grant reporting and to the FFR attachment in items 2, 5 and 10 of the FFR are not applicable to Department grantees. With regards to item 1 of the note found in the FFR Instructions, a grantee must complete items 10(a) through 10(o) for each of its grants. The multiple award, multiple grant, and FFR attachment references found in items 2, 5, 6, before 10(a), in item 10(b), before 10(d), before 10(i) and before 10(l) of the Line Item Instructions for the FFR are not applicable to Department grants.
2. *Program Income:* Unless disallowed by statute or regulation, a grantee will complete item 10(m) or 10(n) in accordance with the options or combination of options as provided in 2 CFR Part [200.307](#). A grantee is permitted, in accordance with 2 CFR Part [200.307](#), to add program income to its Federal share to further eligible project or program objectives, use program income to finance the non-Federal share of the project or program; and deduct program income from the Federal share of the total project costs.
3. *Indirect Costs:* A grantee will complete item 11(a) by listing the indirect cost rate type identified on its indirect cost rate agreement, as approved by its cognizant agency for indirect costs.

A Department grantee that does not have an indirect cost rate agreement approved by its cognizant agency for indirect costs, and that is using the Department approved (beyond the 90-day temporary period) temporary indirect cost rate of 10% of budgeted direct salaries and wages, or the de minimis rate of 10% of modified total direct cost (MTDC) must list its indirect cost rate in 11(a) as a Department Temporary Rate or De Minimis Rate. The de minimis rate of 10% of MTDC consists of:

All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and contracts up to the first \$25,000 of each subaward (i.e., subgrant). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items, including contract costs in excess of \$25,000, may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs (see definition of MTDC at [2 CFR § 200.1](#)).

A training program grantee whose recovery of indirect cost limits indirect cost recovery to 8% of MTDC or the grantees negotiated indirect cost rate, whichever is less in accordance with EDGAR § [75.562 \(c\)](#), must list its rate in 11(a) as a Department Training Grant Rate. The 8% limit does not apply to agencies of Indian tribal governments, local governments, and States<sup>1</sup> as defined in [2 CFR § 200.1](#)

A restricted program grantee must list its rate as a Restricted Indirect Cost Rate in 11(a). A restricted program (i.e., programs with statutory supplement-not-supplant requirements) grantee must utilize a restricted indirect cost rate negotiated with its cognizant agency for indirect costs, or may elect to utilize a restricted indirect cost rate of 8% MTDC if their negotiated restricted indirect cost rate calculated under 34 CFR [75.563](#) and [76.564 – 76.569](#), is not less than 8% MTDC. A State or local government<sup>2</sup> that is a restricted program grantee may not elect to utilize the 8% MTDC rate. Additionally, restricted program grantees may not utilize the de minimis rate, but may utilize the temporary rate until a restricted indirect cost rate is negotiated. If a restricted program grantee elects to utilize the temporary rate, it must list its rate as a Department Temporary Rate in 11(a).

Grantees with indirect cost rates prescribed in program statute or regulation must list their rate as a Rate Required in Program Statute or Regulation in 11(a). Grantees are required to follow program-specific statutory or regulatory requirements that mandate either indirect cost rate type or maximum administrative costs recovery.

For detailed information including restrictions related to temporary, de minimis, training, restricted, and program prescribed indirect cost rates see GAN ATTACHMENT 4.

4. *Supplemental Pages:* If grantees need additional space to report financial information, beyond what is available within the FFR, they should provide supplemental pages. These additional pages must indicate the following information at the top of each page: the PR/Award Number

<sup>1</sup> Note that a State-funded institution of higher education is not considered a “State government” for these purposes; and a Tribal college or university funded by a federally-recognized Tribe is not considered a Tribe for these purposes.

<sup>2</sup> Note that a State-funded institution of higher education is not considered a “State government” for these purposes.

also known as the Federal Identifying Number or FAIN, recipient organization, Unique Entity Identifier (or Data Universal Number System (DUNS) number), Employer Identification Number (EIN), and period covered by the report.

## AN OVERVIEW OF SINGLE AUDIT REQUIREMENTS OF STATES, LOCAL GOVERNMENTS, AND NONPROFIT ORGANIZATIONS

This GAN ATTACHMENT is not applicable to for-profit organizations. For-profit organizations comply with audit requirements specified in block 10 of their Grant Award Notification (GAN).

### Summary of Single Audit Requirements for States, Local Governments and Nonprofit Organizations:

1. Single Audit. A non-Federal entity (a State, local government, Indian tribe, Institution of Higher Education (IHE)<sup>1</sup>, or nonprofit organization) that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.501, "Audit Requirements," except when it elects to have a program specific audit conducted.
2. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding research and development (R&D)), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
3. Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Generally, grant records must be maintained for a period of three years after the date of the final expenditure report ([2 CFR § 200.334](#))
4. Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity.
5. Report Submission. To meet audit requirements of U.S. Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (Uniform Guidance), grantees must submit all audit documents required by Uniform Guidance 2 CFR 200.512, including Form SF-SAC: Data Collection Form electronically to the Federal Audit Clearinghouse at:

---

<sup>1</sup>As defined under the Higher Education Act of 1965, as amended (HEA) section 101.

<https://facides.census.gov/Account/Login.aspx>.

The audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information. (2 CFR 200.512)

Grantees are strongly urged to obtain the "OMB Compliance Supplement" and to contact their cognizant agency for single audit technical assistance.

The designated cognizant agency for single audit purposes is "the Federal awarding agency that provides the predominant amount of direct funding to the recipient." Grantees should obtain a copy of the OMB Compliance supplement. This supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for Single Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

For single audit-related questions, if the U.S. Department of Education is the cognizant agency, grantees should contact the Non-Federal Audit Team in the Department's Office of Inspector General, at [oignon-federalaudit@ed.gov](mailto:oignon-federalaudit@ed.gov). Additional resources for single audits are also available on the Non-Federal Audit Team's website at <https://www2.ed.gov/about/offices/list/oig/nonfed/index.html>. For programmatic questions, grantees should contact the education program contact shown on the Department's GAN.

Grantees can obtain information on single audits from:

The OMB website at [www.omb.gov](http://www.omb.gov). Look under Office of Management and Budget (in right column) then click Office of Federal Financial Management (to obtain OMB Compliance Supplement). The SF-SAC: Data Collection Form can be found at the Federal Audit Clearinghouse at:  
<https://facides.census.gov/Files/2019-2021%20Checklist%20Instructions%20and%20Form.pdf>.

The American Institute of Certified Public Accountants (AICPA) has illustrative OMB Single Audit report examples that might be of interest to accountants, auditors, or financial staff at [www.aicpa.org](http://www.aicpa.org).

## REQUEST FOR APPROVAL OF PROGRAM INCOME

In projects that generate program income, the recipient calculates the amount of program income according to the guidance given in 2 CFR Part 200.307.

**\*\*\* IF YOU RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY AND YOU ARE SUBJECT TO ANY OF THE RESTRICTIONS IDENTIFIED BELOW, THE RESTRICTION(S) WILL APPEAR IN BOX 10 ON YOUR GRANT AWARD NOTIFICATION AS A GRANT TERM OR CONDITION OF THE AWARD. \*\*\***

Unless checked below as NOT ALLOWED, the recipient may exercise any of the options or combination of options, as provided in 2 CFR Part 200.307, for using program income generated in the course of the recipient's authorized project activities:

- Not Allowed Adding program income to funds committed to the project by the Secretary and recipient and using it to further eligible project or program objectives;
- Not Allowed Using program income to finance the non-Federal share of the project or program; and
- Not Allowed Deducting program income from the total allowable cost to determine the net allowable costs.

## TRAFFICKING IN PERSONS

The Department of Education adopts the requirements in the Code of Federal Regulations at 2 CFR [175](#) and incorporates those requirements into this grant through this condition. The grant condition specified in 2 CFR [175.15\(b\)](#) is incorporated into this grant with the following changes. Paragraphs a.2.ii.B and b.2. ii. are revised to read as follows:

“a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

“b.2. ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

Under this condition, the Secretary may terminate this grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.

**FEDERAL FUNDING ACCOUNTABILITY TRANSPARENCY ACT**  
**REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION**

The Federal Funding Accountability and Transparency Act (FFATA) is designed to increase transparency and improve the public's access to Federal government information. To this end, FFATA requires that Department of Education (Department) grant recipients:

1. Report **first-tier subawards** made under Federal grants that are funded at \$30,000 or more that meet the reporting conditions as set forth in this grant award term;
2. Report their executives' compensation for all new Federal grants that are funded at \$30,000 and that meet the reporting conditions as set forth in this grant award term; and
3. Report executive compensation data for their **first-tier subrecipients** that meet the reporting conditions as set forth in this grant award term.

For FFATA reporting purposes, the Department grant recipient is the entity listed in box 1 of the Grant Award Notification.

Only **first-tier subawards** made by the Department grant recipient to its **first-tier subrecipients** and the **first-tier subrecipients'** executive compensation are required to be reported in accordance with FFATA.

*Subaward, Subrecipient, Recipient, Total Compensation, Executives*, and other key terms, are defined within item 5, Definitions, of this grant award term.

This grant award term is issued in accordance with [2 CFR Part 170—Reporting Subaward And Executive Compensation Information](#).

**1. Reporting of First-tier Subawards -**

*a. Applicability and what to report.*

Unless you are exempt as provided item 4, Exemptions, of this grant award term, you must report each obligation that **equals or exceeds \$30,000** in Federal funds for a first-tier subaward to a non-Federal entity or Federal agency.

You must report the information about each obligating action that are specified in the submission instructions posted at [FSRS](#).

*b. Where and when to report.*

The Department grant recipient must report each obligating action described in paragraph **1.a.** of this award term to [FSRS](#).

Report subaward information no later than the end of the month following the month in which the subaward obligation was made. For example, if the obligation was made on November 7, 2020, the obligation must be reported by no later than December 31, 2020.

**2. Reporting Total Compensation of the Department's Grant Recipients' Executives-**

*a. Applicability and what to report.*

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i The total Federal funding authorized to date under this Federal award **equals or exceeds \$30,000**;
- ii In the preceding fiscal year, you received—
  - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), **and**
  - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); **and**,
  - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [SEC Investor.gov Executive Compensation](#).)

*b. Where and when to report.*

You must report executive total compensation described in paragraph **2.a.** of this grant award term:

- i As part of your registration profile at [SAM.gov](#).
- ii By the end of the month following the month in which this award is made (for example, if the obligation was made on November 7, 2020 the executive compensation must be reported by no later than December 31, 2020), and annually thereafter.

**3. Reporting of Total Compensation of Subrecipient Executives—**

*a. Applicability and what to report.*

Unless you are exempt as provided in item 4, Exemptions, of this award term, for each first-tier **non-Federal entity** subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i In the subrecipient's preceding fiscal year, the subrecipient received—

- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), **and**
- B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); **and**,
- C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [SEC Investor.gov Executive Compensation](#).)

b. *Where and when to report.*

You must report subrecipient executive total compensation described in paragraph **3.a.** of this grant award term:

- i. In [FSRS](#). You must include a condition on subawards that requires the subrecipients to timely report the information required under paragraph **3.a.** to you the prime awardee, or in the [SAM.gov](#). Subrecipient executive compensation entered in [SAM.gov](#) by the subrecipient will pre-populate in [FSRS](#), so you do not have to report when subrecipients enter this information in [SAM.gov](#). Subrecipient executive compensation not entered in [SAM.gov](#) by the subrecipient is reported in [FSRS](#) by you the Department grant recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if the subaward obligation was made on November 7, 2020 the subrecipient's executive compensation must be reported by no later than December 31, 2020.

**4. Exemptions –**

- a. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any **subrecipient**.

**5. Definitions -**

- a. For purposes of this award term:
  - i. Federal Agency means a Federal agency as defined at [5 U.S.C. 551\(1\)](#) and further clarified by [5 U.S.C. 552\(f\)](#).
  - ii. Non-Federal Entity means all of the following, as defined in [2 CFR part 25](#):

A Governmental organization, which is a State, local government, or Indian tribe;

- A foreign public entity;
- A domestic or foreign nonprofit organization; and,
- A domestic or foreign for-profit organization

iii. *Executive* means officers, managing partners, or any other employees in management positions.

iv. *Obligation*, when used in connection with a non-Federal entity's utilization of funds under a Federal award, means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

v. *Subaward*:

This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

The term does not include your procurement of property and services (such as payments to a contractor, small purchase agreements, vendor agreements, and consultant agreements) that are needed for the benefit of the prime awardee to carry out the project or program (for further explanation, see [2 CFR 200.331](#)). For example, the following are not considered subawards:

- Cleaning Vendors*: Vendors that are hired by a grantee to clean its facility.
- Payroll Services Vendors*: Vendors that carryout payroll functions for the grantee.
- Information Technology Vendors*: Vendors that provide IT support to grant staff.

Payments to individuals that are beneficiaries of Federal programs are not considered subawards.

A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

v. *Subrecipient* means a non-Federal entity or Federal agency that:

- Receives a subaward from you (the recipient) under this award; and
- Is accountable to you for the use of the Federal funds provided by the subaward.

In accordance with its subaward, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department prime awardee.

- vii. *Recipient* means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also §200.69 Non-Federal entity.
- viii. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):

Salary and bonus.

Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

Above-market earnings on deferred compensation which is not tax-qualified.

Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

**SPECIFIC CONDITIONS FOR DISCLOSING  
FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division H, Title V, Section 505 of Public Law 116-260, Consolidated Appropriations Act, 2021.

**PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING  
DURING OFFICIAL FEDERAL GRANT BUSINESS**

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

## REGISTRATION OF UNIQUE ENTITY IDENTIFIER (UEI) NUMBER AND TAXPAYER IDENTIFICATION NUMBER (TIN) IN THE SYSTEM FOR AWARD MANAGEMENT (SAM)

The U.S. Department of Education (Department) Grants Management System (G5) disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that we include your Tax Payer Identification Number (TIN) with each payment. Therefore, in order to do business with the Department you must have a registered Unique Entity Identifier (UEI)<sup>1</sup> and TIN number with the SAM, the U.S. Federal Government's primary registrant database. If the payee UEI number is different than your grantee UEI number, both numbers must be registered in the SAM. Failure to do so will delay the receipt of payments from the Department.

A TIN is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws. It is issued either by the Social Security Administration (SSA) or by the IRS. A Social Security number (SSN) is issued by the SSA whereas all other TINs are issued by the IRS.

The following are all considered [TINs according to the IRS](#).

- Social Security Number "SSN"
- Employer Identification Number "EIN"
- Individual Taxpayer Identification Number "ITIN"
- Taxpayer Identification Number for Pending U.S. Adoptions "ATIN"
- Preparer Taxpayer Identification Number "PTIN"

If your UEI number is not currently registered with the SAM, you can easily register by going to [www.sam.gov](http://www.sam.gov). Please allow 3-5 business days to complete the registration process. If you need a new TIN, please allow 2-5 weeks for your TIN to become active. If you need assistance during the registration process, you may contact the SAM Federal Service Desk at 866-606-8220.

If you are currently registered with SAM, you may not have to make any changes. However, please take the time to validate that the TIN associated with your UEI is correct.

If you have any questions or concerns, please contact the G5 Hotline at 888-336-8930.

---

<sup>1</sup>Currently, ED uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, INC.to uniquely identify business entities, as the UEI.

## SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

### 1. Requirement for System for Award Management (SAM)

Unless you are exempted from this requirement under 2 CFR 25.110, you are, in accordance with your grant program's Notice Inviting Applications, required to maintain an active SAM registration with current information about your organization, including information on your immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which you have an active Federal award or an application or plan under consideration by a Federal awarding agency. To remain registered in the SAM database after your initial registration, you are required to review and update your information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.

### 2. Requirement for Unique Entity Identifier (UEI)\* Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that they may not receive a subaward from you unless they provided their UEI number to you.
2. May not make a subaward to a subrecipient when the subrecipient fails to provide its UEI number to you.

### 3. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier (UEI) means the identifier assigned by SAM registration to uniquely identify business entities. Currently the Data Universal Numbering System (DUNS) number, the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B), is used to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See 2 CFR 200.86.
4. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include

payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. See 2 CFR 200.92.

5. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. See 2 CFR 200.93.

\*Currently, the Department uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, Inc. to uniquely identify business entities, as the UEI.

**ATTACHMENT B**  
**SPECIAL GRANT TERMS AND CONDITIONS FOR**  
**FINANCIAL AND PERFORMANCE REPORTS**

**PERFORMANCE REPORTS:**

**ALL RECIPIENTS** are required to submit a final performance report within 90 days after the expiration or termination of grant support.

**ALL RECIPIENTS** of a multi-year discretionary award must submit an annual Grant Performance Report. The report should contain current performance and financial expenditure information for this grant. (34 CFR 75.118)

**\*\*\* IF YOU HAVE RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY, THE ITEMS BELOW WILL NOT BE CHECKED. YOUR EDUCATION PROGRAM CONTACT WILL PROVIDE YOU WITH INFORMATION ABOUT YOUR PERFORMANCE REPORT SUBMISSIONS, INCLUDING THE DUE DATE, AS A GRANT TERM OR CONDITION IN BOX 10 ON THE GRANT AWARD NOTIFICATION, OR THROUGH ANOTHER NOTIFICATION AT A LATER TIME. \*\*\***

Refer to the item(s) checked below for other reporting requirements that may apply to this grant:

1. A performance report is due before the next budget period begins. The report should contain current performance and financial expenditure information for this grant. (34 CFR 75.118)

The continuation report is due on \_\_\_\_\_

The Department will provide recipients with additional information about this report, including due date, at a later time.

2 An interim performance report is required because of the nature of this award or because of statutory or regulatory provisions governing the program under which this award is made. The report is due more frequently than annually as indicated:

Quarterly Submit within 30 days after the end of each quarter.

Semiannually Submit within 30 days after the end of each 6-month period.

3. Other Required Reports:

**\*\*\* IF YOU HAVE RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY, THE ITEMS BELOW WILL NOT BE CHECKED. IF A FINANCIAL REPORT IS REQUIRED, YOUR EDUCATION PROGRAM CONTACT WILL PROVIDE YOU WITH INFORMATION ABOUT YOUR FINANCIAL REPORT SUBMISSION, INCLUDING THE DUE DATE, AS A GRANT TERM OR CONDITION IN BOX 10 ON THE GRANT AWARD NOTIFICATION, OR THROUGH ANOTHER NOTIFICATION AT A LATER TIME. \*\*\***

**FINANCIAL REPORTS:**

Unless an item down below is checked, a Standard Form 425 Federal Financial Report (FFR) is not required for this grant. The Department will rely on the drawdown of funds by grant award and record such drawdowns as expenditures by grantees. (34 CFR 75.720)

Quarterly FFRs are required for reporting periods ending on 12/31, 03/31, 06/30, 09/30, and are due within 45 days after each reporting period.

Semi-annual FFRs are required for reporting periods ending on 03/31 and 09/30, and are due within 45 days after each reporting period.

An annual FFR is required for reporting period ending 09/30, and is due within 45 days after the reporting period.

A final FFR is due within 90 days after the project or grant period end date.

A quarterly, semi-annual, annual, and/or final FFR as noted hereinabove is due for this grant because:

(34 CFR 74.14 or 80.12) Special Award Conditions or Special grant or subgrant conditions for "high-risk" grantees:

Statutory Requirement or Other Special Condition

**When completing an FFR for submission in accordance with the above referenced selection, the following must be noted:**

While the FFR is a government wide form that is designed for single grant and multiple grant award reporting, the U.S. Department of Education's (EDs) policy is that multiple grant award reporting is not permitted for ED grants. Thus, an ED grantee that is required to submit an FFR in accordance with any of the above referenced selections must complete and submit one FFR for each of its grants. The FFR attachment (Standard Form 425A), which is available for reporting multiple grants, is not to be used for ED grants. As such, references to multiple grant reporting and to the FFR attachment in items 2, 5 and 10 of the FFR are not applicable to ED grantees. With regards to item 1 of the note found in the Federal Financial Report Instructions, it is EDs policy that a grantee must complete items 10(a) through 10(o) for each of its grants. The multiple award, multiple grant, and FFR attachment references found in items 2, 5, 6, before IO(a), in item IO(b), before IO(d), before IO(i) and before 10(1) of the Line Item Instructions for the Federal Financial Report are not applicable to ED grants.

2. Unless disallowed by statute or regulation, a grantee will complete item IO(m) or IO(n) in accordance with the options or combination of options as provided in 34 CFR 74.24(a)-(h) and 34 CFR 80.25(a)-(h). A grantee is permitted, in accordance with 34 CFR 74.24(a)-(h) and 34 CFR 80.25(a)-(h), to add program income to its Federal share to further eligible project or program objectives, use program income to finance the non-Federal share of the project or program; and deduct program income from the Federal share of the total project costs.
3. A grantee will complete item 11(a) by listing the rate type identified in its indirect cost rate agreement, as approved by its cognizant agency. An ED grantee that does not have an indirect cost rate agreement approved by its cognizant agency, and that is using the ED approved temporary rate of 10% of budgeted direct salaries and wages, must list its rate in 11(a) as an ED Temporary Rate. A training program grantee whose recovery of indirect cost is limited to 8% of a modified total direct cost base in accordance with EDGAR§ 75.562 (c), must list its rate as an ED Training Grant Rate. A restricted rate program grantee (such as one with a supplement-not-supplant grant provision) that has not negotiated an indirect cost agreement with its cognizant agency and that has limited the recovery of indirect costs in accordance with 34 CFR 75.563 and 76.564 (c), must list its rate as an ED Restricted Rate.
4. Quarterly, semi-annual, and annual interim reports shall be due within 45 days after the end of the reporting period. Although the Office of Management and Budget (OMB) published in its December 7, 2007 Federal Register Notice (72 FR 69236) that interim reports are due within 45 days of the interim reporting end dates instead of within 30 days as originally identified, OMB has not revised the FFR instructions to reflect this change. Grantees are, nevertheless, permitted to exercise the 45 day period as published by OMB

within the Federal Register. Final reports shall be due no later than 90 days after the project or grant period end date. Extensions of reporting due dates may be approved by the program office upon request by the grantee.

5. If grantees need additional space to report financial information, beyond what is available within the FFR, they should provide supplemental pages. These additional pages must indicate the following information at the top of each page: Federal Grant or other identifying number, recipient organization, Data Universal Number System (DUNS) number, Employer Identification Number (EIN), and period covered by the report.

**One original and one copy of all reports should be mailed to:**

U.S. Department of Education  
Office of Postsecondary Education  
Institutional Development & Undergraduate Education Service  
1990 K Street, NW, 6th Floor  
Washington. D.C. 20006-5335

12/2012

**KEY FINANCIAL MANAGEMENT REQUIREMENTS FOR DISCRETIONARY GRANTS  
AWARDED BY THE DEPARTMENT OF EDUCATION**

The Department expects grantees to administer Department grants in accordance with generally accepted business practices, exercising prudent judgment so as to maintain proper stewardship of taxpayer dollars. This includes using fiscal control and fund accounting procedures that insure proper disbursement of and accounting for Federal funds. In addition, grantees may use grant funds only for obligations incurred during the funding period.

Title 2 of the Code of Federal Regulations Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," establishes requirements for Federal awards made to non-Federal entities. The Education Department General Administrative Regulations in 34 CFR (EDGAR) 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99 contain additional requirements for administering discretionary grants made by this Department. The most recent version of these regulations may be accessed at the following URLs:

[The Education Department General Administrative Regulations \(EDGAR\)](#)

[2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

The information on page 2, "Selected Topics in Administering Department Discretionary Grants," highlights major administrative requirements of 2 CFR Part 200. In addition, a few of the topics discuss requirements that the Department imposes on its discretionary grantees under EDGAR, Part 75 (Direct Grants). The specific sections of 2 CFR Part 200 and of EDGAR that address the topics discussed are shown in parentheses. The Department urges grantees to read the full text of these and other topics in EDGAR and in 2 CFR Part 200.

Grantees are reminded that a particular grant might be subject to additional requirements of the authorizing statute for the program that awarded the grant and/or any regulations issued by the program office. Grantees should become familiar with those requirements as well, because program-specific requirements might differ from those in 2 CFR Part 200 and in EDGAR.

The Department recommends that the project director and the fiscal management staff of a grantee organization communicate frequently with each other about the grant budget. Doing so will help to assure that you use Federal funds only for those expenditures associated with activities that conform to the goals and objectives approved for the project.

Grantees may direct any questions regarding the topics discussed on page 2, "Selected Topics in Administering Department Discretionary Grants," or about any other aspect of administering your grant award to the Department program staff person named in Block 3 of the Grant Award Notification.

## SELECTED TOPICS IN ADMINISTERING DEPARTMENT DISCRETIONARY GRANTS

### I. Financial Management Systems (2 CFR Part 200.302)

In general, grantees are required to have financial management systems that:

- \* provide for accurate, current, and complete disclosure of results regarding the use of funds under grant projects;
- \* provide adequate source documentation for Federal and non-Federal funds used under grant projects;
- \* contain procedures to determine the allowability, allocability, and reasonableness of obligations and expenditures made by the grantee; and
- \* enable the grantee to maintain effective internal control and fund accountability procedures, e.g., requiring separation of functions so that the person who makes obligations for the grantee is not the same person who signs the checks to disburse the funds for those obligations.

State systems must account for funds in accordance with State laws and procedures that apply to the expenditure of and the accounting for a State's own funds. A State's procedures, as well as those of its subrecipients and cost-type contractors, must be sufficient to permit the preparation of reports that may be required under the award as well as provide the tracing of expenditures to a level adequate to establish that award funds have not been used in violation of any applicable statutory restrictions or prohibitions.

### II. Federal Payment (2 CFR Part 200.305)

Under this part --

- \* the Department pays grantees in advance of their expenditures if the grantee demonstrates a willingness and ability to minimize the time between the transfer of funds to the grantee and the disbursement of the funds by the grantee;
- \* grantees repay to the Federal government interest earned on advances; and
- \* grantees, generally, must maintain advance payments of Federal awards in interest bearing accounts.

In general, grantees should make payment requests frequently, only for small amounts sufficient to meet the cash needs of the immediate future.

The Department has recently encountered situations where grantees failed to request funds until long after the grantee actually expended its own funds for the costs of its grant. Grantees need to be aware that, by law, Federal funds are available for grantees to draw down for only a limited period of time, after which the funds revert to the U.S. Treasury. In some cases grantees have requested funds too late for the Department to be able to pay the grantees for legitimate costs incurred during their project periods.

The Department urges financial managers to regularly monitor requests for payment under their grants to assure that Federal funds are drawn from the Department G5 Payment System at the time those funds are needed for payments to vendors and employees.

### **III. Personnel (EDGAR §§ 75.511-75.519 and 2 CFR Part 200 Subpart D and E)**

The rules governing personnel costs are located in EDGAR Part 75 and 2 CFR Part 200 Subparts D and E. Part 75 covers issues such as paying consultants with grant funds, prohibiting dual compensation of staff, and waiving the requirement for a full-time project director. The rules clarifying changes in key project staff are located in 2 CFR Part 200.308 (c)(2). General rules governing reimbursement of salaries and compensation for staff working on grant projects are addressed in the cost principles in 2 CFR Part 200 Subpart D and E. In all cases, payments of any type to personnel must be supported by complete and accurate records of employee time and effort. For those employees that work on multiple functions or separately funded programs or projects, the grantee must also maintain time distribution records to support the allocation of employee salaries among each function and separately funded program or project.

### **IV. Cost Principles (2 CFR Part 200 Subpart E)**

All costs incurred under any grant are subject to the cost principles found in 2 CFR Part 200 Subpart E. The cost principles provide lists of selected items of allowable and unallowable costs, and must be used in determining the allowable costs of work performed under the grant.

### **V. Procurement Standards (2 CFR Part 200.317-327)**

Under 2 CFR Part 200.317, States are required to follow the procurement rules the States have established for purchases funded by non-Federal sources. When procuring goods and services for a grant's purposes, all other grantees may follow their own procurement procedures, but only to the extent that those procedures meet the minimum requirements for procurement specified in the regulations. These requirements include written competition procedures and codes of conduct for grantee staff, as well as requirements for cost and price analysis, record-keeping and contractor compliance with certain Federal laws and regulations. These regulations also require grantees to include certain conditions in contracts and subcontracts, as mandated by the regulations and statutes.

### **VI. Indirect Costs (EDGAR §§75.560-564 and 2 CFR Part 200.414)**

In addition to the information presented below, see GAN ATTACHMENT 4 for additional information including restrictions related to temporary, de minimis, training, restricted, and program prescribed indirect cost rates.

#### **A. Unrestricted Indirect Cost Rate**

To utilize an unrestricted indirect cost rate, a grantee must have an indirect cost agreement with its cognizant agency, submit an indirect cost rate proposal to its cognizant agency for indirect

costs (cognizant agency) within 90 days after the award of this grant or elect to utilize the de minimis rate under 2 CFR § 200.414(f) or the temporary indirect cost rate (subject to limitations described below).

The grantee must provide proof of its negotiated indirect cost rate agreement to the Department as soon as it has signed such an agreement with its cognizant agency.

#### B. Temporary Indirect Cost Rate

A grantee that does not have a current negotiated indirect cost rate agreement may recover indirect costs at a temporary rate, which is limited to 10% of budgeted direct salaries and wages (See 34 CFR § 75.560(c)); or it may choose not to charge indirect costs to the grant. The temporary rate can only be used for 90 days unless the exceptional circumstances apply under 34 CFR § 75.560(d)(2).

If the grantee has not submitted its indirect cost proposal to its cognizant agency within the 90-day period, it may no longer recover indirect costs utilizing the temporary indirect cost rate until it has negotiated an indirect cost rate agreement with its cognizant agency. Once a grantee obtains a federally recognized indirect cost rate that is applicable to this grant, the grantee may use that indirect cost rate to claim indirect cost reimbursement.

#### C. De minimis Indirect Cost Rate

Institutions of Higher Education (IHEs), federally-recognized Indian Tribes, State and Local Governments<sup>1</sup> receiving less than \$35 million in direct federal funding, and nonprofit organizations, if they do not have a current negotiated (including provisional) rate, and are not subject to the Department's training rate or restricted rate (supplement-not-supplant provisions) may elect to charge a de minimis indirect cost rate of 10% of modified total direct costs (MTDC). This rate may be used indefinitely.

MTDC consists of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and contracts up to the first \$25,000 of each subaward (i.e., subgrant). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items, including contract costs in excess of \$25,000, may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs (see definition of MTDC at 2 CFR § 200.1).

Additionally, the de minimis rate may not be used by grantees that are subject to the Department's training indirect cost rate (34 CFR § 75.562) or restricted indirect cost rate. The de minimis rate may be used indefinitely. However, if a grantee chooses to use the de minimis rate to recover indirect costs, it must do so for all of its Federal awards until such time as the grantee negotiates an indirect cost rate with its cognizant agency. Once a grantee obtains a federally recognized indirect cost rate that is applicable to this grant, the grantee may use that indirect cost rate to claim indirect cost reimbursement.

---

<sup>1</sup> Note that a State-funded institution of higher education is not considered a "State government" for these purposes.

D. Programs with a Supplement-not-supplant requirement (restricted indirect cost rate)

A restricted program (i.e., programs with statutory supplement-not-supplant requirements) grantee must utilize a restricted indirect cost rate negotiated with its cognizant agency for indirect costs, or may elect to utilize a restricted indirect cost rate of 8% MTDC if their negotiated restricted indirect cost rate calculated under 34 CFR 75.563 and 76.564 – 76.569, is not less than 8% MTDC. A State or local government<sup>2</sup> that is a restricted program grantee may not elect to utilize the 8% MTDC rate. Additionally, restricted program grantees may not utilize the de minimis rate, but may utilize the temporary rate until a restricted indirect cost rate is negotiated.

E. Training Grant Indirect Cost Rate

If the grantee is a training grant recipient and is not a State, local, or Tribal government<sup>3</sup>, the grantee must negotiate a rate under 34 CFR 75.562. This provision limits indirect cost recovery to 8% of modified total direct costs or the grantees negotiated indirect cost rate, whichever is less.

The recovery using the training grant indirect cost rate is subject to the following limitations:

- i. The lesser of the 8% indirect cost rate or negotiated indirect cost rate also applies to sub-awards that fund training.
- ii. The 8% limit does not apply to agencies of Indian tribal governments, local governments, and States as defined in 2 CFR § 200.1, respectively.
- iii. Indirect costs in excess of the 8% limit may not be charged directly, used to satisfy matching or cost-sharing requirements, or charged to another Federal award.
- iv. A grantee using the training rate of 8% is required to have documentation available for audit that shows that its negotiated indirect cost rate is at least 8%.

F. Program-Specific Indirect Cost Rate

Grantees are required to follow program-specific statutory or regulatory requirements that mandate either indirect cost rate type or maximum administrative costs recovery instead of the general requirements described here.

**VII. Audit Requirements (2 CFR Part 200 Subpart F)**

2 CFR 200 Subpart F requires that grantees that are non-Federal entities (a State, local government, Indian tribe, IHE, or nonprofit organization that carries out a Federal award as a recipient or subrecipient) obtain a non-Federal audit of their expenditures under their Federal grants if the grantee expends more than \$750,000 in Federal funds in one fiscal year. 2 CFR Part 200 Subpart F contains the requirements imposed on grantees for

---

<sup>2</sup> Note that a State-funded institution of higher education is not considered a “State government” for these purposes.

<sup>3</sup> Note that a State-funded institution of higher education is not considered a “State government” for these purposes; and a Tribal college or university funded by a federally-recognized Tribe is not considered a Tribe for these purposes.

audits done in connection with the law.

The Department recommends hiring auditors who have specific experience in auditing Federal awards under the regulations and the Compliance Supplement.

### **VIII. Other Considerations**

Some other topics of financial management covered in 2 CFR Part 200 that might affect particular grants include program income (2 CFR Part 200.307), cost sharing or matching (2 CFR Part 200.306), property management requirements for equipment and other capital expenditures (2 CFR Parts 200.313, 200.439).

## MEMORANDUM TO ED DISCRETIONARY GRANTEES

You are receiving this memorandum to remind you of Federal requirements, found in 2 CFR Part [200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements*, regarding cash drawdowns under your grant account.

For any cash that you draw from your Department of Education (*the Department*) grant account, you must:

- draw down only as much cash as is necessary to meet the immediate needs of the grant project;
- keep to the minimum the time between drawing down the funds and paying them out for grant activities; and
- return to the Government the interest earned on grant funds deposited in interest-bearing bank accounts except for a small amount of interest earned each year that your entity is allowed to keep to reimburse itself for administrative expenses).

In order to meet these requirements, you are urged to:

- take into account the need to coordinate the timing of drawdowns with prior internal clearances (e.g., by boards, directors, or other officials) when projecting immediate cash needs so that funds drawn down from ED do not stay in a bank account for extended periods of time while waiting for approval;
- monitor the fiscal activity (drawdowns and payments) under your grant on a continuous basis;
- plan carefully for cash flow in your grant project during the budget period and review project cash requirements before each drawdown; and
- pay out grant funds for project activities as soon as it is practical to do so after receiving cash from the Department.

Keep in mind that the Department monitors cash drawdown activity for all grants. Department staff will contact grantees who appear to have drawn down excessive amounts of cash under one or more grants during the fiscal quarter to discuss the particular situation. For the purposes of drawdown monitoring, the Department will contact grantees who have drawn down 50% or more of the grant in the first quarter, 80% or more in the second quarter, and/or 100% of the cash in the third quarter of the budget period. However, even amounts less than these thresholds could still represent excessive drawdowns for your particular grant activities in any particular quarter. Grantees determined to have drawn down excessive cash will be required to return the excess funds to the Department, along with any associated earned interest, until such time as the money is legitimately needed to pay for grant activities. If you need assistance with returning funds and interest, please contact the Department's G5 Hotline by calling 1-888-336-8930.

Grantees that do not follow Federal cash management requirements and/or consistently appear on the Department's reports of excessive drawdowns could be:

- subjected to specific award conditions or designated as a "high-risk" grantee [2 CFR Part [200.208](#) and 2 CFR [3474.10](#)], which could mean being placed on a "cash-reimbursement" payment method (i.e., a grantee would experience the inconvenience of having to pay for grant activities with its own money and waiting to be reimbursed by the Department afterwards);

- subject to further corrective action;
- denied selection for funding on future ED grant applications [EDGAR [75.217\(d\)\(3\)\(ii\)](#)]; and/or
- debarred or suspended from receiving future Federal awards from any executive agency of the Federal government.

You are urged to read 2 CFR Part 200.[305](#) to learn more about Federal requirements related to grant payments and to determine how to apply these requirements to any subgrantees. You are urged to make copies of this memorandum and share it with all affected individuals within your organization.

## THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
  - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
  - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
  - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” In particular, remember that:
  - Federal grant funds cannot be used to pay for alcoholic beverages; and
  - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
  - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
  - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.

- All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
  - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting- and conference-related expenses.

## MEMORANDUM TO REMIND DEPARTMENT OF EDUCATION GRANTEES OF EXISTING CASH MANAGEMENT REQUIREMENTS CONCERNING PAYMENTS

The Department of Education (Department) requires that its grantees adhere to existing cash management requirements concerning payments and will ensure that their subgrantees are also aware of these policies by providing them relevant information. A grantee's failure to comply with cash management requirements may result in an improper payment determination by the Department in accordance with the [Payment Integrity Information Act \(PIIA\) of 2019](#).

There are three categories of payment requirements that apply to the drawdown of funds from grant accounts at the Department. The first two types of payments are subject to the requirements in the Treasury Department regulations implementing the Cash Management Improvement Act (CMIA) of 1990, 31 U.S.C.6513, and the third is subject to the requirements in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) at 2 CFR part 200,<sup>1</sup> as follows:

1. Payments to a State under programs that are covered by a State's Treasury State Agreement (TSA);
2. Payments to States under programs that are not covered by a TSA; and
3. Payments to other non-Federal entities, including nonprofit organizations and local governments.

### CMIA Requirements Applicable to Programs included in a TSA

Generally, under the Treasury Department regulations implementing the CMIA, only major assistance programs (large-dollar programs meeting thresholds in 31 CFR § 205.5) are included in a State's written TSA. See 31 CFR § 205, subpart A. Programs included in a TSA must use approved funding techniques and both States and the Federal government are subject to interest liabilities for late payments. State interest liabilities accrue from the day federal funds are credited to a State account to the day the State pays out the federal funds for federal assistance program purposes. 31 CFR § 205.15. If a State makes a payment under a Federal assistance program before funds for that payment have been transferred to the State, Federal Government interest liabilities accrue from the date of the State payment until the Federal funds for that payment have been deposited to the State account. 31 CFR § 205.14.

### CMIA Requirements Applicable to Programs Not Included in a TSA

Payments to States under programs not covered by a State's TSA are subject to subpart B of Treasury's regulations in 31 CFR § 205. These regulations provide that a State must minimize the time between the drawdown of funds from the federal government and their disbursement for approved program activities. The timing and amount of funds transfers must be kept to a minimum and be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs. 31 CFR § 205.33(a). States should exercise sound cash management in funds transfers to subgrantees.

<sup>1</sup> The Department adopted the Uniform Guidance as regulations of the Department at 2 CFR part 3474.

Under subpart B, neither the States nor the Department owe interest to the other for late payments. 31 CFR § 205.33(b). However, if a State or a Federal agency is consistently late in making payments, Treasury can require the program to be included in the State's TSA. 31 CFR § 205.35.

### **Fund transfer requirements for grantees other than State governments and subgrantees**

The transfer of Federal program funds to grantees other than States and to subgrantees are subject to the payment and interest accrual requirements in the Uniform Guidance at 2 CFR § 200.305(b). These requirements are like those in subpart B of the Treasury Department regulations in 31 CFR part 205, requiring that “payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity.” 2 CFR § 200.305(b) introduction.

The Federal Government and pass-through entities must make payments in advance of expenditures by grantees and subgrantees if these non-Federal entities maintain, or demonstrate the willingness to maintain, written procedures “that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability.” 2 CFR § 200.305(b)(1). If a grantee or subgrantee cannot meet the criteria for advance payments, a Federal agency or pass-through entity can pay that entity through reimbursement. See 2 CFR § 200.305(b)(1) and (4) for more detailed description of the payment requirements and the standards for requiring that payments be made by reimbursement.

Non-Federal entities must maintain advance payments in interest bearing accounts unless certain conditions exist. See 2 CFR § 200.305(b)(8) for those conditions. The requirements regarding interest accrual and remittance follow:

Grantees and subgrantees must annually remit interest earned on federal advance payments except that interest earned amounts up to \$500 per year may be retained for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. 2 CFR § 200.305(b)(9)(i) and (ii).

1. When returning interest through ACH Direct Deposit or Fedwire, grantees must include the following in their return transaction:

- PMS Account Number (PAN). NOTE: The PAN is the same series of alpha-numeric characters used for payment request purposes (e.g.:C1234G1).
- PMS document number.
- The reason for the return (e.g., interest, part interest part other, etc.).
- An explanation stating that the refund is for interest payable to the Department of Health and Human Services, and the grant number(s) for which the interest was earned.

a. U.S. Department of Education grantees are generally located and operate domestically and return interest domestically. Below is PSC ACH account information for interest returned

domestically. For international ACH interest returned, account information is available at: [Returning Funds/Interest](#).

- PSC ACH Routing Number is: 051036706
- PSC DFI Accounting Number: 303000
- Bank Name: Credit Gateway - ACH Receiver
- Location: St. Paul, MN

b. Service charges may be incurred from a grantee's financial institution when a Fedwire to return interest is initiated. For FedWire returns, Fedwire account information is as follows:

- Fedwire Routing Number: 021030004
- Agency Location Code (ALC): 75010501
- Bank Name: Federal Reserve Bank
- Treas NYC/Funds Transfer Division
- Location: New York, NY

2. Interest may be returned by check using only the U.S. Postal Service; however, returning interest via check may take 4-6 weeks for processing before a check payment may be applied to the appropriate PMS account.

a. Interests returned by check are to be mailed (USPS only) to:

- HHS Program Support Center  
PO Box 979132  
St. Louis, MO 63197

A brief statement explaining the nature of the return must be included.

b. To return interest on a grant not paid through the PMS, make the check payable to the Department of Health and Human Services, and include the following with the check:

- An explanation stating that the refund is for interest
- The name of the awarding agency
- The grant number(s) for which the interest was earned
- The return should be made payable to: Department of Health and Human Services.

3. For detailed information about how to return interest, visit the PSC Retuning Funds/Interest page at: [Returning Funds/Interest](#)

Grantees, including grantees that act as pass-through entities and subgrantees have other responsibilities regarding the use of Federal funds. For example, all grantees and subgrantees must have procedures for determining the allowability of costs for their awards. We highlight the following practices related to the oversight of subgrantee compliance with the financial management requirements in the Uniform Guidance that will assist State grantees (pass-through entities) in meeting their monitoring responsibilities. Under 2 CFR § 200.332, pass-through entities must –

1. Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
2. Monitor the performance and fiscal activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

A small number of Department grant programs have program-specific cash management and payment requirements based on the authorizing legislation or program regulations. These program-specific requirements may supplement or override general cash management or payment requirements. If you have any questions about your specific grant, please contact the Education Program Contact listed in Block 3 of your Grant Award Notification.

**RECIPIENTS OF DEPARTMENT OF EDUCATION GRANTS AND COOPERATIVE AGREEMENTS**  
**FREQUENTLY ASKED QUESTIONS ON CASH MANAGEMENT**

**Q    What are the Federal Laws and Regulations Regarding Payments to the States?**

**A** The *Cash Management Improvement Act of 1990 (CMIA)* establishes interest liabilities for the Federal and State governments when the Federal Government makes payments to the States. See 31 U.S.C. 3335 and 6503. The implementing regulations are in Title 31 of the Code of Federal Regulations (CFR), Part 205, [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title31/31cfr205\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title31/31cfr205_main_02.tpl). Non-Federal entities other than States follow the rules on Federal payments set out in 2 CFR 200.305.

**Q    What is a Treasury-State Agreement (TSA)?**

**A** A TSA documents the accepted funding techniques and methods for calculating interest agreed upon by the U.S. Department of the Treasury (Treasury) and a State. It identifies the Federal assistance programs that are subject to interest liabilities under the CMIA. The CMIA regulations specify a number of different funding techniques that may be used by a State but a State can negotiate with the Treasury Department to establish a different funding technique for a particular program. A TSA is effective until terminated and, if a state does not have a TSA, payments to the State are subject to the default techniques in the regulations that Treasury determines are appropriate.

**Q    What are the CMIA requirements for a program subject to a Treasury-State Agreement?**

**A** Payments to a State under a program of the Department are subject to the interest liability requirements of the CMIA if the program is included in the State's Treasury-State Agreement (TSA) with the Department of Treasury. If the Federal government is late in making a payment to a State, it owes interest to the State from the time the State spent its funds to pay for expenditure until the time the Federal government deposits funds to the State's account to pay for the expenditure. Conversely, if a State is late in making a payment under a program of the Department, the State owes interest to the Federal government from the time the Federal government deposited the funds to the State's account until the State uses those funds to make a payment. For more information, GAN Enclosure 4.

**Q    What are the CMIA requirements for a program that is not subject to a Treasury-State Agreement?**

**A** If a program is not included in the State's TSA, neither the State nor the Federal government are liable for interest for making late payments. However, both the Federal government and the State must minimize the time elapsing between the date the State requests funds and the date that the funds are deposited to the State's accounts. The State is also required to minimize the time elapsed between the date it receives funds from the Federal government and the date it makes a payment under the program. Also, the Department must minimize the amount of funds transferred to a State to only that needed to meet the immediate cash needs of the State. The timing and amount of funds transferred must be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs.

**Q    What if there is no TSA?**

**A** When a State does not have a TSA in effect, default procedures in 31 CFR, part 205 that the Treasury Department determines appropriate apply. The default procedures will prescribe efficient funds transfer procedures consistent with State and Federal law and identify the covered Federal assistance programs and designated funding techniques.

**Q** **Who is responsible for Cash Management?**

**A** Grantees and subgrantees that receive grant funds under programs of the Department are responsible for maintaining internal controls regarding the management of Federal program funds under the Uniform Guidance in 2 CFR 200.302 and 200.303. In addition, grantees are responsible for ensuring that subgrantees are aware of the cash management and requirements in 2 CFR part 200, subpart D.

**Q** **Who is responsible for monitoring cash drawdowns to ensure compliance with cash management policies?**

**A** Recipients must monitor their own cash drawdowns **and** those of their subrecipients to assure substantial compliance to the standards of timing and amount of advances.

**Q** **How soon may I draw down funds from the G5 grants management system?**

**A** Grantees are required to minimize the amount of time between the drawdown and the expenditure of funds from their bank accounts. (See 2 CFR 200.305(b).) Funds must be drawn only to meet a grantee's immediate cash needs for each individual grant. The G5 screen displays the following message:

**By submitting this payment request, I certify to the best of my knowledge and belief that the request is based on true, complete, and accurate information. I further certify that the expenditures and disbursements made with these funds are for the purposes and objectives set forth in the applicable Federal award or program participation agreement, and that the organization on behalf of which this submission is being made is and will remain in compliance with the terms and conditions of that award or program participation agreement. I am aware that the provision of any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me, and the organization on behalf of which this submission is being made, to criminal, civil, or administrative penalties for fraud, false statements, false claims, or other violations. (U.S. Code Title 18, Section 1001; Title 20, Section 1097; and Title 31, Sections 3729-3730 and 3801-3812)**

**Q** **How may I use Federal funds?**

**A** Federal funds must be used as specified in the Grant Award Notification (GAN) and the approved application or State plan for allowable direct costs of the grant and an allocable portion of indirect costs, if authorized.

**Q** **What are the consequences to recipients/subrecipients for not complying with terms of the grant award?**

**A** If a recipient or subrecipient materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, including those in 2 CFR part 200, an assurance, the GAN, or elsewhere, the awarding agency may in accordance with 2 CFR 200.339 take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal award agency regulations (or in the case of a pass-through be initiated by a Federal awarding agency).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

**Q Who is responsible for determining the amount of interest owed to the Federal government?**

**A** As set forth in 31 CFR 205.9, the method used to calculate and document interest liabilities is included in the State's TSA. A non-State entity must maintain advances of Federal funds in interest-bearing accounts unless certain limited circumstance apply and remit interest earned on those funds to the Department of Health and Human Services, Payment Management System annually. See 2 CFR 200.305.

**Q What information should accompany my interest payment?**

**A** In accordance with 2 CFR 200.305(b)(9), interest in excess of \$500.00 earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

For returning interest on Federal awards paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) List the PMS Payee Account Number(s) (PANs);
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services.

For returning interest on Federal awards not paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) Include the name of the awarding agency;
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services.

For additional information about returning interest see GAN ATTACHMENT 4.

**Q Are grant recipients/subrecipients automatically permitted to draw funds in advance of the time they need to disburse funds in order to liquidate obligations?**

**A** The payment requirements in 2 CFR 200.305(b) authorize a grantee or subgrantee to request funds in advance of expenditures if certain conditions are met. However, if those conditions are not met, the Department and a pass-through agency may place a payee on reimbursement.

**Q For formula grant programs such as ESEA Title I, for which States distribute funds to LEAs, may States choose to pay LEAs on a reimbursement basis?**

**A** A subgrantee must be paid in advance if it meets the standards for advance payments in 2 CFR 200.305(b)(1) but if the subgrantee cannot meet those standards, the State may put the subgrantee on reimbursement payment. See 2 CFR 200.305(b).

**Q Will the Department issue special procedures in advance if G5 plans to shut down for 3 days or more?**

**A** Yes, before any shutdown of G5 lasting three days or more, the Department issues special guidance for drawing down funds during the shut down. The guidance will include cash management improvement act procedures for States and certain State institutions of higher education and procedures for grants (including Pell grants) that are not subject to CMIA.

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the acceptance of a grant from the Molina Foundation.	<b>Amoqntu</b> \$20,000
<b>Re: questoru</b>	Paula Mitchell	<b>Area Responsibleu</b> Instruction and Student Success
<b>Resoqrce Personsu</b>	Steven Smith, Paula Mitchell, Robert Elliot, Lorely Ambriz	
<b>Pqrposeu</b>	The purpose of the grant is to enhance the Summer Reading Program of the Jenna Welch and Laura Bush Community Library at the Northwest campus.	
<b>Explanationu</b>	The Molina Foundation has awarded the Families Learning Together Book Grant to the Jenna Welch and Laura Bush Community Library. The grant includes 612 books valued at \$20,000. The library, located at the Northwest campus, serves families and students of El Paso by providing the library facility, technology, a library collection, staff, and other support services. The Jenna Welch and Laura Bush Community Library is also home to EPCC's Summer Reading Program, which instills a love of reading for recreation by encouraging teens and children to read books of their choice. The acceptance of the grant allows the opportunity to enhance the program by providing each participant with their own copy of a book. The program aims to target children and youth from K-12 and their families.	
<b>Recommendationu</b>	Approval by the Board of Trustees.	

## STUDENT SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the approval to partner with GECU to establish an on-site financial institution branch at the Valle Verde Campus, Student Services Center.	
<b>Requestor:</b> Carlos Amaya	<b>Area Responsible:</b> Student and Enrollment Services
<b>Resource Person:</b> Carlos Amaya	
<b>Purpose:</b> To obtain approval to enter into an agreement with GECU for establishing an on-site financial institution branch.	
<b>Explanation:</b> The institution branch would be designed as a self-contained multi-use facility. The services provided by the financial institution include loan and account services, membership and new account requests, applying for loans and credit cards, account inquiries, changes and maintenance of member accounts, support related to debit cards, and addressing fraud and dispute issues. In addition, the financial institution will provide five (5) paid positions to students majoring in Accounting, Business, and Information Technology and provide scholarships in the amount of \$10,000 annually. Students employed by the institution branch will gain hands-on practical experience in a financial institution. The College will provide a location at the Valle Verde Campus in the Student Services Center.	
The financial institution will be responsible for all remodeling and related costs. The District has a Campus Card Agreement with Wells Fargo for its Best Start Card. As such, the District will take steps to ensure that any contract resulting from this solicitation process for an "On Site Financial Institution Branch" does not conflict with the existing Wells Fargo contract or the current Depository contract.	
This recommendation is based on the Request for Proposals (RFP) #22-002 per Texas Education Code 44.031. The contract award term will be for an initial period of three (3) years, with an option to renew for an additional three (3) year term, with administrative approval, for a potential maximum contract term of six (6) years. Optional renewal term will be based upon satisfactory vendor performance and administrative approval.	
<b>Recommendation:</b> Approval by the Board of Trustees.	
<b>Vendor:</b> GECU 1225 Airway Blvd El Paso, TX 79925	

**EL PASO COUNTY COMMUNITY COLLEGE DISTRICT**  
**ON-SITE FINANCIAL INSTITUTION BRANCH**

**RFP #22-002**

**ANALYSIS**

The services secured through this Request for Proposals (RFP) process will be utilized by El Paso County Community College District.

This RFP process complies with all applicable statutes, rules, policies, and procedures related to procurement as it relates to contracting for services, including compliance with conflict of interest disclosure requirements.

Requests for Proposals were advertised for two (2) consecutive weeks in the local newspaper, the *El Paso Inc.* All such solicitations are also posted on the Purchasing & Contract Management Department's page of the EPCC website. Additionally, thirteen (13) local federally-insured financial institutions consisting of banks and credit unions were contacted on 5 November 2021 to advise them of the solicitation for proposals. The District's Bid Analyst reached out to Presidents, Senior Vice Presidents, Vice Presidents, Relationship Executives, and Marketing Directors as well as other levels of banking personnel at these institutions. An example of institutions contacted includes, but is not limited to, Bank of America, BBVA Compass, United Bank of Paso Del Norte, GECU, JP Morgan Chase Bank, Western Bank and Wells Fargo Bank.

Proposal packets were issued to twelve (12) entities. The sole proposal received by the published deadline is indicated on the RFP tabulation. The accompanying tabulation page is used for reference only. The Evaluation Committee was required to carefully read and evaluate the response to the solicitation for offers, and every member of the Committee is told that if there is a discrepancy between the vendor's written offer and the accompanying tabulation page, the written offer always prevails.

The RFP Analysis Committee evaluated and scored the written proposal, taking into account the references checked. It is the recommendation of the "RFP Analysis Committee" (Carlos Amaya, Fernando Flores, Juan Flores, Marlib Gonzalez, Rick Lobato, Myshie Pagel) that a contract be awarded to:

GECU  
1225 Airway Blvd.  
El Paso, Texas 79925

The contract award term will be for an initial period of three (3) years, with an option to renew for an additional three (3) year term, with administrative approval, for a potential maximum contract term of six (6) years. Optional renewal term will be based upon satisfactory vendor performance and administrative approval.

RFP #22-002 On-site Financial Institution Branch		
Vendor Requirements	Vendor	GECU
Signed Proposal Form	Provided	
As consideration for being allowed to install and operate an on-site financial institution branch on District property and otherwise, proposed annual base payment to the District: (each year of contract term and any optional terms)	\$5,000.00	
As consideration for being allowed to install and operate an on-site financial institution branch on District property and otherwise, proposed monthly payment to the District:	\$2,000.00	
Respondent should provide scholarships to students majoring in Accounting, Business, and Information Technology disciplines. Respondent should provide and detail what student scholarships would be provided under a contract resulting from this RFP. Detail the amount, number, and frequency of scholarship(s). The District shall select the scholarship recipients.	Provided	
List the specific financial services and transactions that will be routinely available to all customers, such as, by way of example and not limitation, new account openings, check cashing, money orders, etc.	Provided	
Attach proposed conceptual drawings or pictures of what the Branch would look like.	Provided	
Respondents propose to furnish all resources and services necessary and required to install and operate an on-site financial institution branch on District property, in accordance with the specifications and the terms and conditions as described elsewhere in this RFP.	Yes	
Respondents may describe what separates their company from other organizations performing the same service.	Provided	
Respondents should attach with their proposal response evidence that they have complied with the District's insurance requirements as stated on the District's General Conditions of Contract.	Provided	
Respondent shall submit evidence of a minimum of five (5) years of professional service of providing similar services. Evidence must be submitted with proposal response.	Provided	
Will respondent exclusively provide at least five (5) paid positions to students majoring in Accounting, Business, and Information Technology disciplines, while respecting the students' class schedules? If this is not feasible, the respondent may propose an alternate amount of paid positions in their proposal response. Reminder: the majority of employees at the Branch must at all times be actively-enrolled students of the District. Alternate proposals shall be submitted in response to the item below.	Yes	
The District will consider alternate proposals. Provide all specific details to your alternate proposal offer. Should you elect to not offer an alternate proposal, then you must upload a document indicating, "No alternate proposal will be submitted for this RFP."	Provided	
Vendor acknowledged Addenda #1 and #2.	Acknowledged	
Attachment A – References	Provided	
Attachment B - Vendor's Qualification Statement	Provided	
Family Code Form - Signature and (SSN or Federal Tax ID Number) Required	Provided	
Felony Conviction Form - Signatures Required	Provided	
Conflict of Interest Questionnaire - Name of Vendor, Signature and Date Required	Provided	

**RFP #22-002 On-site Financial Institution Branch  
Evaluation Scoring Summary**

1/6/2022

Supplier	Max Points / 100 pts	/ 5 pts	/ 10 pts	/ 15 pts	/ 54 pts	/ 5 pts	/ 1 pt	/ 1 pt	/ 4 pts
GECU	75.93	3.3333	9	12.5	39.6	0	3.5	1	2.667

卷之三

STATE OF WISCONSIN, COMMISSIONER OF REVENUE, PLAINTIFF-APPELLANT, v. ROBERT L. HANSEN, DEFENDANT-APPELLEE.

**Specifications for NT-17-002 On-Site Financial Institution Branch**  
The El Paso County Community College District ("District") is seeking proposals for an on-site financial institution branch ("Branch"). Specifically, the District is seeking a qualified financial institution (bank, credit union or other federally recognized financial institution offering services to walk-in consumers) to have a physical presence and offer the District services at its Vale Verde Campus located at 919 Hunter, El Paso, Texas, 79915.

(Exhibit 7.1)

## COMMUNITY SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the approval to accept one (1) piece of donated equipment from Las Palmas Hospital for use in the Respiratory Care Technology Program at the Rio Grande Campus.	
<b>Requestor:</b> Souraya Hajjar	<b>Area Responsible:</b> Health Careers and Technical Education, Math & Science Division
<b>Resource Persons:</b> Steven Smith, Keri Moe, Souraya Hajjar, Fred Torres	
<b>Purpose:</b> To request approval to accept donated equipment with the value of \$9,125.00 to be used in the Respiratory Care Tech Program to assist students with their clinical practices.	
<b>Explanation:</b> The donated equipment includes: <ul style="list-style-type: none"><li>(1) 3100A/B HFOV Ventilators (HFOV) are proven for intervening in treating respiratory failure in neonates and ARDS in pediatric and adult patients. Shown in numerous clinical and peer-reviewed studies, the 3100 series ventilators help enhance patient care for critically injured patients.</li><li>(2) The 3100 A/B HFOV valued at \$9125.00 is presently being used to treat patients with COVID-19 who do not respond to conventional ventilation methods because it incorporates high respiratory rates per minute with small tidal volumes that do not further injure the patient's lungs.</li></ul>	
<b>Recommendation:</b> Approval by the Board of Trustees.	