



## **Regular Board of Trustees Meeting - January 31, 2024**

El Paso Community College

9050 Viscount Blvd, Boardroom A200

Jan 31, 2024 4:30 PM - Jan 31, 2024 5:30 PM MST

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

A REGULAR MEETING of the Board of Trustees of the El Paso County Community College District will be held on Wednesday, January 31, 2024 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. Discuss with legal counsel the proposed contract termination of an employee in the Division of Instruction and Workforce Education, in accordance with Texas Government Code, Section 551.074.**

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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 El Paso Community College.**

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**1.7.2. Dr. William Serrata, College President, will present the Certificate of**

**Achievement for Excellence in Financial Reporting for fiscal year 2022,**

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

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# **EL PASO COUNTY COMMUNITY COLLEGE DISTRICT**

## **BOARD OF TRUSTEES MINUTES**

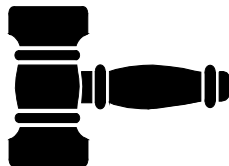
**November 29, 2023**

**REGULAR**

**REGULAR**

**January 31, 2023**

**Exhibit 1.4**





## Regular Board of Trustees Meeting - November 29, 2023 Minutes

El Paso Community College  
Nov 29, 2023, at 4:30 PM MST  
9050 Viscount Blvd.  
Boardroom A200

### 1. General Functions

**A REGULAR MEETING of the Board of Trustees of the El Paso County Community College District will be held on Wednesday, November 29, 2023 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

**The meeting was called to order at 4:43 p.m. by Vice Chair Carmen Olivas-Graham.**

**Dr. Steve Smith, vice president of instruction and workforce education, led the trustees and guests in the Pledge of Allegiance.**

#### 1.2. ROLL CALL

##### **Attendance**

##### **Present:**

**Dr. Carmen Graham - Board Vice Chair, Ms. Bonnie Najera - Board Secretary, Mrs. Belen Robles - Trustee, Ms. Christina Sanchez - Trustee, Mr. John Uxer Jr. - Trustee**

##### **Absent:**

**Mr. Brian Haggerty - Board Chair, Ms. Nina Piña - Trustee**

**Please note: Ms. Sanchez joined the meeting at 4:52 p.m.**

#### 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 negotiations with Nextstar Media Group, Inc., as successor to Nextstar Broadcasting, Inc., for the parking lot**

adjacent to the Rio Grande campus, pursuant to Section 551.072 of the Texas Government Code.

- 1.3.2. Discussion with legal counsel regarding the purchase and sale agreement with Farmers Select, LLC, pursuant to Section 551.072 of the Texas Government Code.
- 1.3.3. Discussion with legal counsel regarding a professional services agreement for legal services, pursuant to Section 551.071 of the Texas Government Code.
- 1.3.4. Discussion with legal counsel regarding EEOC charge filed by Jesus Ortiz, charge number: 453-2023-00547, pursuant to Section 551.074 of the Texas Government Code.
- 1.3.5. Discussion with legal counsel regarding resignation of employee in Physical Plant pursuant to Section 551.074 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 27, 2023 Regular Board of Trustees meeting.

 [Regular Board Meeting- September 27, 2023 Minutes.pdf](#)

- 1.4.2. October 23, 2023 Regular Board of Trustees meeting.

 [Regular Board Meeting- October 23, 2023 Minutes.pdf](#)

**Motion:**

**Motion moved by Ms. Najera and motion seconded by Mr. Uxer. Motion passed.**

**Ms. Sanchez was not present to vote.**

1.5. WELCOME to GUESTS & STAFF MEMBERS

**Dr. Graham welcomed all 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. 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.

**Laura Gaither, Classified Staff Association (CSA) President, shared the new Council for CSA, which includes: Cynthia Arras- Vice President at the Mission del Paso campus, Laura Estrada- Treasurer located at ASC, Elvira Fernandez- Rights and Responsibilities Officer (RNR) at ASC, Laura Gonzales- RNR Officer at Valle Verde, Luz Hernandez- RNR Officer at Mission del Paso, Kimberly McBroom- RNR Officer at Transmountain, Cecilia Montoya- Secretary at Valle Verde, Leticia Montoya- RNR Officer at Valle Verde, Eva Rangel- Vice President at Rio Grande, and Norma Salas- Vice President and President part-time. She informed the Trustees and guests that in case a staff member is curious regarding the emergency relief fund, they are able to contact an officer to request more information. She mentioned that the Transmountain and Mission del Paso Craft Fair Fundraisers are used for the emergency relief fund for their constituency group, which is reserved for classified staff. Staff members can apply if they are having a hardship due to a catastrophic event. She mentioned that the application and guidelines to apply for these funds are found on the EPCC website. She informed the Trustees that the Turkey Drive was held on November 20, 2023, and \$1,475 was raised to purchase 67 turkeys; 97 turkeys were donated across the district with 84 of them coming from students in the biology area at the Northwest Campus. She thanked the students for their donations and mentioned that with their help, 55 turkeys went to El Buen Pastor in Horizon City, 54 turkeys went to Our Lady of Guadalupe in Fabens, and the Pride Center received 54 turkeys. She thanked the faculty, staff, and students for the donations and the CSA council for their efforts to buy and distribute the turkeys. She reminded the Trustees and guests that the Christmas Dance is scheduled for December 16, 2023, at the El Paso Municipal Officers Association Lanahan Hall.**

**Denise Sigala, Student Government Association (SGA) President, informed the Trustees that they would like to move forward with the establishment and participation of an eSports Team at El Paso Community College. She continued her report by mentioning that SGA is hosting a mental health week from December 4 through December 8, 2023, called “Be Kind to Your Mind.” She shared that during mental**

health week, there will be a different theme each day including yoga, arts, music, and kickboxing. She concluded her presentation by informing the Trustees that there are posters up at each campus to recruit SGA members for the Spring semester.

Dr. Albert Burnham, Faculty Association President, introduced Dr. Elizabeth Acosta, Faculty Association Vice President and Associate Professor, who will be informing the Trustees on some of the initiatives she has been working on on behalf of the EPCC faculty. Dr. Acosta shared that she is the President of the Texas Faculty Association (TFA) Chapter in El Paso. She informed the Trustees that TFA has been actively addressing Senate Bill 17, which focuses on Diversity, Equity, and Inclusion, and Senate Bill 18, which focuses on Faculty Tenure. She mentioned that TFA has been working with writing and in-person campaigns. She informed the Trustees that she had the opportunity to testify opposing both Senate Bills at the State Capitol in May 2023. She shared that the hearing began at 9:00 a.m. and ended at 3:00 a.m. the following morning. She stated that students and faculty from across the State spoke at this hearing, all but one in opposition to the Senate Bills. She shared that Senate Bill 18 was “saved,” and Senate Bill 17 has been revised from the original version. Dr. Acosta concluded her presentation by commenting that chapters of the TFA are as active as their constituents need them to be. She thanks the Board for their support, time, and attention.

#### 1.8. COMMUNICATIONS

1.8.1. Discussion and review of data, statistics, policies, and general information related to El Paso Community College by the Board of Trustees.

1.8.1.1. Mr. Marco Fernandez, interim associate vice president of information technology, will provide an update on data and technology.

Mr. Fernandez began his presentation by sharing data from a data breach report and stated that 74% of all security breaches involve the human element, 69% of breaches in the public sector use social engineering, 35% of ransomware attacks are delivered via email, and about 100% of social attacks in public sectors involve email phishing. He stated that most security experts agree that email remains the #1 attack vector. He continued by

stating that EPCC devices can be protected from malware and ensure the anti-virus is up to date, but it becomes more challenging when personal devices are being used since the anti-virus may not be up to date. He shared that there are mail-flow protection features, which include “edge block”- an email that’s rejected at the edge/network perimeter; “rule block”- email messages that were acted on by mail flow rules; “malware block”- an email that’s blocked as malware by various filters; “phishing block”- an email that’s blocked as phishing by various filters; “spam block”- an email that’s blocked as spam by various filters; “denotation block”- an email with suspicious attachments in the environment that identify malicious content; and “zero-hour auto purge (ZAP) removed”- a protection feature that retroactively detects and neutralizes malicious phishing, spam, or malware messages that have already been delivered to mailboxes.

He reviewed the features of Microsoft 365 Defender, including impossible travel, safe links, safe attachments, leaked credentials, and mass access to sensitive files. He informed the Trustees that impossible travel is a calculation made by comparing a user’s last known location to their current location, then assessing whether the trip is likely or even possible in the time that elapsed between the two measurements; safe links provide URL scanning and rewriting of inbound email messages during mail flow, and time-of-click verification of URLs; the safe attachments feature uses a virtual environment to check attachments in email messages before they are delivered to recipients; leaked credentials is when cybercriminals compromise valid passwords of legitimate users, and they often share these gathered credentials. This sharing is typically done by posting publicly on the dark web or by trading and selling the credentials on the black market; and mass access to sensitive files is a detection that looks at the environment and triggers alerts when users access multiple files from Microsoft SharePoint or Microsoft OneDrive. He mentioned that Multi-Factor Authentication (MFA) was a safety issue implemented district-wide, which is more than one factor of authentication and all of

those factors fall under three categories- knowledge, possession, and inheritance. MFA uses something the user knows, like a password or pin; something the user has in their possession, like a code from an app or SMS push notification USB token; and something personal to the user, like a fingerprint or face scan. He commented that when a user is trying to access one of their systems, the system redirects the user to present their credentials, and a window pops up with the location of where the user is trying to log in to match the number that is presented on the screen. He concluded his presentation by sharing some statistics on the mail flow status of all incoming mail; according to the report, there are 171,654 good emails, 1 categorized as malware, 2,308 categorized as phishing, 3,623 categorized as spam, 10,087 categorized as edge protection, and 32,570 categorized as rule messages. He thanked the Trustees for their time and attention.

1.9. BOARD of TRUSTEES BUSINESS

Action items

1.9.1. Discussion and action to authorize

Dr. William Serrata, College President, or his designee to execute a correction special warranty deed with Nextstar Media Group, Inc., as successor to Nextstar Broadcasting, Inc., and to take any other necessary action regarding the parking lot adjacent to the Rio Grande campus.

**Motion:**

Items 1.9.1, 1.9.2, 1.9.3, 1.9.4. and 1.9.7 were addressed after executive session.

**Motion moved by Ms. Sanchez and motion seconded by Mr. Uxer.**

**Motion passed.**

1.9.2. Discussion and action to authorize

Dr. William Serrata, College President, or his designee to execute a purchase and sale agreement with Farmers Select, LLC and to take any other necessary action regarding real estate located adjacent to the Valle Verde campus.

**Motion:**

**Motion moved by Ms. Sanchez and motion seconded by Dr. Graham to approve with the following amendment: "... to execute a purchase and sale agreement and any other necessary real estate documents related to the property by Farmers Select, LLC and to take any other necessary**

**action regarding real estate located adjacent to the Valle Verde campus all subject to legal council review and approval.” Motion passed.**

- 1.9.3. Discussion and action to approve a professional services agreement for legal services with ScottHulse, P.C.

**Motion:**

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

- 1.9.4. Discussion and take possible action regarding EEOC charge filed by Jesus Ortiz, charge number: 453-2023-00547.

**Motion:**

**No action.**

- 1.9.5. Discussion and take possible action regarding establishing an eSports program at El Paso Community College.

**Motion:**

**Dr. Serrata recommended tabling item 1.9.5 until the January 2024 Board Meeting.**

- 1.9.6. Discussion and take possible action regarding the upcoming Board of Trustees meeting dates.

**Motion:**

**Motion moved by Ms. Sanchez and motion seconded by Ms. Najera to hold the January 2024 Board Meeting on January 31, 2024. Motion passed.**

- 1.9.7. Discussion and take possible action regarding resignation of an employee in Physical Plant.

**Motion:**

**Motion moved by Ms. Sanchez and motion seconded by Ms. Najera to accept the resignation of the employee. Motion passed.**

1.10. BOARD REPORTS

1.10.1. Treasurer's Report

**No Action required**

- 1.10.1.1. August 31, 2023 Financial Statements

 [August2023 FinancialStatements.pdf](#)

- 1.10.1.2. September 30, 2023 Financial Statements

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 El Paso Community College.

**Dr. Serrata began his report by congratulating the following five students who were awarded the prestigious National Science Foundation S-STEM Scholarship: Ayat Adams, Fernando Muñoz, Emiliano Garcia, Ivan Alonso, and Mayrin Amelie Rivera Garcia. He informed the trustees that the selection process for this scholarship was exceptionally competitive and this scholarship covers tuition expenses, and offers a comprehensive array of opportunities, which include access to professional development programs, participation in events like the Great Minds in STEM (GMiS) conference in Pasadena, California, involvement in student competitions such as hackathons and data-thons, and Google-sponsored professional development activities, among others that will focus on cybersecurity and data analysis. He continued by recognizing Ms. Margie Nelson Rodriguez, an English Professor who is a contributing author in the Teaching Accelerated and Corequisite Composition. He shared that theater students successfully opened “The Food Chain” at the Transmountain Forum with over 100 guests participating during opening weekend. He continued by mentioning that the Music Student Showcase was scheduled for Wednesday, December 6, 2023, at 7:30 pm at the VV AST Flex-hall. He stated that the event will be a holiday-themed concert with free admission, and will feature ensembles and individual student performances.**

**Dr. Serrata informed the Trustees that the Pharmacy Technology Program represented EPCC's health programs in the 12th Annual Young Achievers Forum. He shared that close to 700 middle school students and 150 parents attended the forum at UTEP that was sponsored by Community En Accion; students were provided with a tour of our Pharmacy Technology classroom and given a presentation highlighting pharmacy occupations and functions, and towards the end, students enjoyed the hands-on activity of crushing tablets and making capsules. He continued**

by sharing that the Health Careers and Technical Education, Math & Science Division celebrated the first MEDCOM paramedic cohort graduation on October 31, 2023. He stated that the cohort of 15 students was the first of the six upcoming MEDCOMM cohorts to be enrolled for EMT Paramedic training at EPCC in the next two years. He reported that all 15 students successfully completed the rigorous and accelerated training program. He thanked Mr. Antonio Ayub, EMSP Program Coordinator, and the following faculty members: Mr. Timothy Groover, Mr. Carlos Ramirez, Ms. Adriana Knight, Dr. Juan Ramirez, and Mr. Vernon Washington for training these students. He shared that the Architecture Discipline at EPCC joined forces with the local American Institute of Architects – Legacy Committee to design and build an altar for the Day of the Dead celebrations that took place at the El Paso Museum of Art, October 21 through November 4, 2023. He mentioned that the altar honored ten deceased El Paso architects who have shaped our urban landscape with their architectural work and legacy; and was made up of 17 custom-made luminarias, each uniquely designed by a student enrolled in the Architectural Graphics II course at EPCC this fall semester, led by Assistant Professor Josue Muñoz-Miramon. He recognized EPCC Fashion Instructors Jose D’Saenz and Vanessa Ramirez for their collaboration with the El Paso Museum of Art for creating a custom 20ft. “Jarocho” style dress for the annual Dia de los Muertos parade organized by the City of El Paso Museums and Cultural Affairs Department.

Dr. Serrata concluded his report by stating that since the last board meeting, he participated in over 50 virtual and in-person meetings, including two TACC meetings: a TACC officers-only meeting and a TACC Quarterly Board Meeting. He mentioned he participated in a Southwest Presidents Roundtable, a Community College Growth Engine Meeting, and a Doctorate in Community College Leadership Advisory Board Meeting. He continued by sharing that he hosted the 2023 Cabinet Retreat, where he and the Leadership Team were able to brainstorm for the future with the guidance of Ms. Pascale Charlot, Managing Director of the Aspen Institute’s College Excellence Program, and Mr. Ray

Martinez, TACC President and CEO, as guest speakers. He mentioned that he attended the following meetings: the UTEP Distinguished Alumni Awards Dinner to honor Mr. Ed Escudero, the Educate Texas/Ed Trust meeting to discuss the THECB Standing Advisory Committee for House Bill 8, the rulemaking process, and the Aim Hire Coalition's input on emergency rules, the Lumina Board Meeting in Indianapolis and the Humanities Texas Fall Board Meeting in Austin, and the Grant Culture and Foundation Relationships Discussion with Rutgers University.

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

2.1 No action required

2.2 No action required

2.1. 80 (Legal) TASB Policies for 1st reading and information only.

No action required

Resource Person: Julie Penley


 [2.1 ABSTRACT TASB U46 Legals.docx](#)


 [2.1 U46 Legals.pdf](#)

2.2. DEC (Local X) TASB Policy for 1st reading and information only.

No action required

Resource Person: Julie Penley

 [2.2 DEC \(Local X\) ABSTRACT Board Policy 1st reading review and comment.docx](#)

 [2.2 EPCC DEC \(LOCAL\)-X New Version - TASB Approved Edits Noted - FINAL-Approved by EPCC and SH - #4886-9892-9546 v4 - 103023.pdf](#)

3. PERSONNEL

Action items ONLY 3.1 & 3.2

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

Action item

 [3.1 Institutionally Funded Appointments and Extensions.pdf](#)

**Motion:**

**Motion moved by Ms. Sanchez and motion seconded by Mr. Uxer. Motion passed.**

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

Consent docket and Action item

 [3.2 Externally funded extensions.pdf](#)

**Motion:**

**Item was included in the consent docket. Item passed.**

- 3.3. Information items – Resignations and retirements

No action required

 [3.3 Resignations .pdf](#)

4. FINANCIAL SERVICES

Action items

- 4.1. Discussion and action on the approval of a contract extension

with Governmentjobs.com, Inc. d/b/a NEOGOV to continue to provide a web-based solution for recruitment, applicant tracking, position description, and performance management system in an amount not to exceed \$80,443.

Action item

Resource Person: Fernando Flores

 [4.1 NTE \\$80,443 Abstract NEOGOV Agenda Regular Meeting November 20231117.docx](#)

**Motion:**


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

- 4.2. Discussion and action on the approval of a contract award to American DataBank, LLC for drug screenings, motor vehicle record (MVR) checks, background checks, and compliance logging services in an amount not to exceed \$140,000.

Action item

Resource Persons: Fernando Flores, Steven Smith, Andrew Pena, Hafid A. Guerrero

 [4.2 NTE \\$140,000 Abstract American DataBank.docx](#)

 [4.2 Memo to Mr. F. Flores for American Databank Budget Abstract - 092523.pdf](#)

 [2023 ADB Sole Source Letter - 092523.pdf](#)

**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 contract

to Adams & Ellis, Inc., dba Subway, The Basil Garden LLC, Tazas on Solid Grounds LLC, and Taco Family Inc., dba Don Chicho to provide on-site food services on a concession basis at the Valle Verde, Rio Grande, Transmountain, and Mission del Paso campuses.

**Action item**

**Resource Person: Fernando Flores**

 [4.3 FO Abstract Nov 2023 Food Services On a Concession Basis \(1\).docx](#)

 [4.3 Analysis RFP #24-001.pdf](#)

 [4.3 RFP #24-001 Evaluation Tabulation - Board Agenda.pdf](#)

 [4.3 RFP #24-001 Composite Score - Board Agenda.pdf](#)

 [4.3 Analysis RFP #24-002.pdf](#)

 [4.3 RFP #24-002 Evaluation Tabulation - Board Agenda.pdf](#)

 [4.3 RFP 24-002 Composite Score - Board Agenda.pdf](#)

 [4.3 Analysis RFP #24-004.pdf](#)

 [4.3 RFP #24-004 Evaluation Tabulation - Board Agenda.pdf](#)

 [4.3 RFP #24-004 Composite - Board Agenda.pdf](#)

 [4.3 Analysis RFP #24-005.pdf](#)

 [4.3 RFP #24-005 Evaluation Tabulation - Board Agenda.pdf](#)

 [4.3 RFP #24-005 Composite - Board Agenda.pdf](#)

**Motion:**

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

5. PHYSICAL FACILITIES

**Action item**

- 5.1. Discussion and action on the approval to award a contract to Contract Associates of El Paso, LLC for the purchase of classroom furniture for the Rio Grande Campus in an amount not to exceed \$317,269.

**Action item**

**Resource Person: Fernando Flores**

 [5.1 NTE 317,269 Abstract RG A B Buildings Furniture Replacement Nov 23.docx](#)

**Motion:**

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

## 6. CURRICULUM AND INSTRUCTION

### Action items

- 6.1. Discussion and action on the approval of a contract award to MED-ED, Inc. for in-person nursing certification exam review training courses in the amount of \$79,608.

**Action item**

**Resource Person: Steven Smith**

 [6.1 Abstract \\$79,608 Nov 2023 MED-ED Contract Award 110823.docx](#)

 [6.1.2 REV RFP #23-020 Analysis.pdf](#)

 [6.1 RFP #23-020 Evaluation Tabulation - Board Agenda.pdf](#)

 [6.1 RFP #23-020 Composite Score - Board Agenda.pdf](#)

**Motion:**

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

- 6.2. Discussion and action on the approval of the new Occupational Therapist Assistant (OTA) credit program Associate of Applied Science certificate in the amount of \$165,000.

**Action item**

**Resource Person: Steven Smith**

 [6.2 \\$165,000 Abstract Nov 2023 OTA New Program 110823.docx](#)

**Motion:**

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

- 6.3. Discussion and action on the approval of the new credit program Level I Certificate in Data Analytics in the amount of \$62,103.

**Action item**

**Resource Person: Steven Smith**

 [6.3 \\$62,103 Abstract Nov 2023 Data Analytics Certificate \\$62103 110823.docx](#)


**Motion:**

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

- 6.4. Discussion and action on the approval of the new Health Informatics and Data Management enhanced skills certificate.

Action item

Resource Person: Steven Smith

 [6.4 Abstract New Health Informatics and Data Managment Certificate 110823.docx](#)

**Motion:**

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

- 6.5. Discussion and action on the approval of the new Level 1 Certificate: Diabetes Prevention for Health Professions program.

Action item

Resource Person: Steven Smith

 [6.5 Abstract Nov 2023 DPHP New Program 110823.docx](#)

**Motion:**

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

- 6.6. Discussion and action on the approval of the new Public Health Program Level I Certificate.

Action item

Resource Person: Steven Smith

 [6.6 Abstract Nov 2023 Public Health New Program 110823.docx](#)

**Motion:**

**Motion moved by Mr. Uxer and motion seconded by Ms. Sanchez to approve items 6.6 and 6.7. Motion passed.**

- 6.7. Discussion and action on the approval of a new Border Health Issues Level 1 Certificate.

Action item

Resource Person: Steven Smith

 [6.7 Abstract Border Health Issues- Level 1 Certificate 110823.docx](#)

**Motion:**

**Item passed.**

- 6.8. Discussion and action on the acceptance of the Texas Higher Education Coordinating Board (THECB) Carl D. Perkins Basic Grant in the amount of \$861,274.

Action item

Resource Person: Steven Smith

 [6.8 Grant Abstract Carl Perkins \\$861,274 110323.docx](#)

**Motion:**

**Motion moved by Mrs. Robles and motion seconded by Ms. Najera to approve items 6.8, 6.9, and 6.10. Motion passed.**

- 6.9. Discussion and action on the acceptance of a grant from the Texas Workforce Commission (TWC) in the amount of \$225,206.

Action item

Resource Person: Steven Smith

 [6.9 Grant Abstract Apprenticeship Training Program \\$225,206 110323.docx](#)

**Motion:**

**Item passed.**

- 6.10. Discussion and action on the acceptance of a grant from the U.S. Department of Labor (DOL) in the amount of \$160,000.

Action item

Resource Person: Steven Smith

 [6.10 Grant Abstract Harwood \\$160,000 112123.docx](#)


**Motion:**

**Item passed.**

- 6.11. Discussion and action on the acceptance of a grant award from the Texas Workforce Commission in the amount of \$31,500.

Action item

Resource Person: Steven Smith

 [6.11 Grant Abstract Nov 2023 Skills for Small Business TWC Grant \\$31500 110823.docx](#)

**Motion:**

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

- 6.12. Discussion and action on the approval of a Cooperative Agreement from the University of Texas at San Antonio in the amount of \$65,000.

Action item

Resource Person: Steven Smith

 [6.12 Abstract Nov 2023 Cooperative Agreement UTSA \\$65,000 110823.docx](#)

**Motion:**

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

- 6.13. Discussion and action on the approval of the amendment to the 2021-2024 Dual Credit Partnership Agreement.

Action item

Resource Person: Steven Smith

 [6.13 Abstract Amendment to the DC Partnership Agreement 110823.docx](#)

 [6.13 EPCC - MOU Amendment - Dual Credit Agreement 110823.pdf](#)

 [6.13 2021-2024 DC Partnership Agreement 110823.pdf](#)


**Motion:**

**Motion moved by Mrs. Robles and motion seconded by Ms. Najera to approve items 6.13, 6.14, and 6.15. Motion passed.**

- 6.14. Discussion and action on the approval of the Educational Service Center (ESC) 19 Teaching Apprenticeship Program Interlocal Agreement.

Action item

Resource Person: Steven Smith

 [6.14 Abstract Educational Service Center \(ESC\) 19 Teaching Apprenticeship Program Interlocal Agreement 110323.docx](#)

 [6.14 EPCC Region19 Interlocal Agreement Apprenticeship.pdf](#)

**Motion:**

**Item passed.**

- 6.15. Discussion and action on the approval of a Memorandum of Understanding (MOU) between El Paso Community College Senior Adult Program and Ambrosio Guillen Texas State Veterans Home.

Action item

Resource Person: Steven Smith

 [6.15 Abstract MOU EPCC & Ambrosio Guillen 110323.docx](#)

 [6.15 MOU Ambrosio Guillen Veterans Home 2023 081523.pdf](#)

**Motion:**

**Item passed.**

7. STUDENT SERVICES

Action items

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

**Action item**

**Resource Person: Steven Smith**

 [7.1 Abstract New CE Courses 110823.docx](#)

**Motion:**

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

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

**Action item**

**Resource Person: Steven Smith**

 [7.2 Abstract Revised CE Rates 110823.docx](#)

**Motion:**

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


8. COMMUNITY SERVICES

Action item

- 8.1. Discussion and action on the approval to accept equipment donated from EPMed, PA laboratory for use in the Medical Laboratory Technology (MLT) program at the Rio Grande Campus.

**Action item**

**Resource Persons: Keri Moe, Steven Smith**

 [8.1 Abstract Medical Laboratory Technology \(MLT\) program Donation 110323.docx](#)

**Motion:**

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

**The Board recessed to executive session at 6:08 p.m. They reconvened at 7:43 p.m. Item 1.9.1 was the first item discussed upon reconvening.**

9. ADJOURNMENT and announcement of next Board of Trustees meeting

Action item

**Motion:**

**Dr. Graham announced that the next Board Meeting is scheduled for January 31, 2024 at 4:30 p.m.**

**The meeting was adjourned at 7:47 p.m. by unanimous consent.**

## ~~Equity Statement~~ Student Success Statement

Recognizing that there are obstacles for students in attaining academic goals, ~~equity~~ EPCC's ~~focus on success~~ strives to achieve fairness through inclusion ~~of all students~~ and active removal of barriers ~~to eliminate disparities~~ by supporting student progress, degree completion, ~~academic~~ transfer and/or gainful employment.

EPCC is committed to ~~success for all students~~ ~~addressing equity~~ as a basis for creating opportunities and providing resources ~~to historically underrepresented students~~ and support ~~for~~ ~~to~~ the success of all members of its college community.

~~\*Examples of historically underrepresented students include but are not limited to: first-generation, low income, students of color, adult students; marginalized orientations, gender identities, and intersex students; students with second language backgrounds; undocumented students; transnationals; veterans; students with disabilities; students with dependents; foster care youth; and formerly and currently incarcerated students.~~

**EL PASO COMMUNITY COLLEGE**

**TREASURER'S REPORT  
OCTOBER 31, 2023**

**EXHIBIT 1.10.1**

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT UNRESTRICTED FUNDS  
OCTOBER 31, 2023**

**EL PASO COMMUNITY COLLEGE  
CURRENT UNRESTRICTED FUNDS  
BALANCE SHEET  
OCTOBER 31, 2023**

	<u>Education &amp; General</u>	<u>Student Activities</u>	<u>Auxiliary Services</u>	<u>Intercollegiate Athletics</u>	<u>Total Current Unrestricted</u>
<b>Assets:</b>					
Cash	\$ 19,300	\$	\$	\$	\$ 19,300
Pooled investments	167,808,953	2,011,034	5,433,363	1,291,265	176,544,615
Property taxes receivable	75,712,403				75,712,403
Accrued interest receivable	1,254,184				1,254,184
Other receivables	12,318,396		286,076		12,604,472
Deferred Outflows-Pension	12,901,743				12,901,743
Deferred Outflows-OPEB	12,265,394				12,265,394
Prepaid expenses	134,490				134,490
<b>Total assets</b>	<b>\$ 282,414,863</b>	<b>\$ 2,011,034</b>	<b>\$ 5,719,439</b>	<b>\$ 1,291,265</b>	<b>\$ 291,436,601</b>
<b>Liabilities:</b>					
Accounts payable & accrued expenditures	\$ 4,396,500	\$ 246	\$ 2,454	\$ 4,860	\$ 4,404,060
Due to restricted funds	374,924				374,924
Accrued compensated absences	4,656,050				4,656,050
Student property deposits	569,277				569,277
Deferred Tuition and Fees	6,624,030				6,624,030
Deferred Inflows-Pension	5,316,218				5,316,218
Deferred Inflows-OPEB	30,477,642				30,477,642
Deferred Inflows-Leases	414,312				414,312
Net Pension Liability	33,105,265				33,105,265
Net OPEB Liability	70,636,060				70,636,060
<b>Total liabilities</b>	<b>\$ 156,570,278</b>	<b>\$ 246</b>	<b>\$ 2,454</b>	<b>\$ 4,860</b>	<b>\$ 156,577,838</b>
<b>Fund balance:</b>					
Beginning balance: September 1, 2023	\$ 39,175,922	\$ 1,807,420	\$ 5,618,681	\$ 737,296	\$ 47,339,319
Increase (decrease) in fund balance	86,668,663	203,368	98,304	549,109	87,519,444
<b>Ending balance: October 31, 2023</b>	<b>\$ 125,844,585</b>	<b>\$ 2,010,788</b>	<b>\$ 5,716,985</b>	<b>\$ 1,286,405</b>	<b>\$ 134,858,763</b>
<b>Total liabilities and fund balance</b>	<b>\$ 282,414,863</b>	<b>\$ 2,011,034</b>	<b>\$ 5,719,439</b>	<b>\$ 1,291,265</b>	<b>\$ 291,436,601</b>

**EL PASO COMMUNITY COLLEGE  
EDUCATION AND GENERAL  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2023**

	<b>Budget</b>		<b>Actual</b>		<b>Open Commitments</b>	<b>Budget</b>	<b>Percent Used</b>
	<b>Original</b>	<b>Revised</b>	<b>Current Month</b>	<b>Year To Date</b>		<b>Balance Available</b>	
<b>Revenues:</b>							
State Appropriations	\$ 40,675,854	\$ 40,675,854	\$ 19,337,927	\$ 19,337,927	\$	\$ 21,337,927	48%
Fed Appr/Grants	785,604	785,604	71,376	119,700		665,904	15%
Tuition & fees	39,820,343	39,820,343	817,775	18,523,540		21,296,803	47%
Property tax	70,122,166	70,122,166	73,388,226	73,388,226		(3,266,060)	105%
Interest income	5,000,000	5,000,000	861,142	1,685,347		3,314,653	34%
Other income	1,750,223	1,750,223	67,870	182,237		1,567,986	10%
Total revenues	<u>\$ 158,154,190</u>	<u>\$ 158,154,190</u>	<u>\$ 94,544,316</u>	<u>\$ 113,236,977</u>	<u>\$</u>	<u>\$ 44,917,213</u>	72%
<b>Expenditures:</b>							
Instruction	\$ 56,602,781	\$ 56,602,781	\$ 4,898,185	\$ 9,320,242	\$ 967,005	\$ 46,315,534	18%
Research	208,758	208,758	11,473	16,188	822	191,748	8%
Public service	5,455,954	5,455,954	305,243	515,636	272,059	4,668,259	14%
Academic support	18,963,097	18,963,097	1,593,148	2,897,351	1,120,190	14,945,556	21%
Student Services	11,327,180	11,327,180	666,070	1,163,544	450,639	9,712,997	14%
Institutional support	44,731,087	44,731,087	2,625,643	5,638,139	3,352,862	35,740,086	20%
Physical plant, operation & maintenance	13,257,078	13,257,078	538,603	2,042,361	4,153,831	7,060,886	47%
Total expenditures	<u>\$ 150,545,935</u>	<u>\$ 150,545,935</u>	<u>\$ 10,638,365</u>	<u>\$ 21,593,461</u>	<u>\$ 10,317,408</u>	<u>\$ 118,635,066</u>	21%
<b>Transfers:</b>							
TPEG	\$ 1,948,652	\$ 1,948,652	\$ (6,758)	\$ 656,738	\$	\$ 1,291,914	34%
Student Activities	524,906	524,906		230,066		294,840	44%
Athletics	1,833,868	1,833,868		787,220		1,046,648	43%
Plant fund	3,300,829	3,300,829		3,300,829		0	100%
Total transfers	<u>\$ 7,608,255</u>	<u>\$ 7,608,255</u>	<u>\$ (6,758)</u>	<u>\$ 4,974,853</u>	<u>\$ 0</u>	<u>\$ 2,633,402</u>	65%
<b>Net increase/(decrease) in fund balance</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 83,912,709</u>	<u>\$ 86,668,663</u>			

**EL PASO COMMUNITY COLLEGE  
STUDENT ACTIVITIES FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2023**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Balance Available</u>
Revenues:			
Student activity fee	\$ 475,906	\$ 231,226	\$ 244,680
Interest income		17,838	(17,838)
Other income		415	(415)
	<u>          </u>	<u>          </u>	<u>          </u>
Total revenues	\$ <u>475,906</u>	\$ <u>249,479</u>	\$ <u>226,427</u>
Expenditures:			
Salaries & benefits	\$ 271,584	\$ 12,612	\$ 258,972
Supplies & services	179,322	8,479	170,843
Travel	13,000	23,520	(10,520)
Club support	12,000	1,500	10,500
	<u>          </u>	<u>          </u>	<u>          </u>
Total expenditures	\$ <u>475,906</u>	\$ <u>46,111</u>	\$ <u>429,795</u>
Revenues over (under) expenditures:		\$ 203,368	
Increase (decrease) in fund balance		\$ <u>203,368</u>	

**EL PASO COMMUNITY COLLEGE  
AUXILIARY ENTERPRISE FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2023**

Revenues:

Vehicle Registration	\$ 335,534	
GECU	11,139	
The Basil Garden Commissions	9,342	
Pepsi Cola Commissions	7,450	
Vending Commissions	3,986	
A/R Returned Checks	532	
ATM Commissions	360	
Bookstore Commissions	<u>(2,044)</u>	\$ 366,299

Expenditures:

Staff Scholarships	\$ 103,964	
Memberships	70,766	
Vehicle Registration Expense	52,748	
Advocacy Expense	21,257	
Bookstore/Cafeteria Utilities Expense	10,833	
Cafeteria Maint. Expenses	4,591	
Staff Educational Assistance	3,000	
Copy Machine Expenses	757	
Classified Staff Association	72	
Professional Staff Association	<u>7</u>	\$ <u>267,995</u>

Revenues over (under) expenditures \$ 98,304

Increase (decrease) in fund balance \$ 98,304

**EL PASO COMMUNITY COLLEGE  
INTERCOLLEGIATE ATHLETICS FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2023**

Revenues:			
Athletic Fee	\$	787,220	
Interest Income		9,748	
Baseball Fund Raising		<u>90</u>	\$ 797,058
Expenditures:			
Baseball	\$	79,934	
Softball		62,185	
Cross Country		55,618	
Athletic Administration		<u>50,212</u>	\$ <u>247,949</u>
Revenues over (under) expenditures:			
			\$ 549,109
Increase (decrease) in fund balance			
			\$ <u><u>549,109</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT RESTRICTED FUNDS  
OCTOBER 31, 2023**

**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS  
BALANCE SHEET  
OCTOBER 31, 2023**

	<b>Total Other Restricted</b>	<b>Total Sponsored Programs</b>	<b>Current Restricted Funds</b>
Assets:			
A/R federal agencies	\$	\$ 730,436	\$ 730,436
A/R state agencies	1,602,157		1,602,157
A/R county/local agencies	265,311		265,311
A/R students		562,189	562,189
A/R other	2,000		2,000
Due from Unrestricted funds	1,580,538	(1,205,614)	374,924
Net OPEB Asset	<u>19,963</u>		<u>19,963</u>
 Total assets	 <u>\$ 3,469,969</u>	 <u>\$ 87,011</u>	 <u>\$ 3,556,980</u>
Liabilities & fund balance:			
Accounts payable	\$	\$ 40,937	\$ 40,937
A/P state agencies	2,064		2,064
A/P private	19,419		19,419
Deferred income	1,456,926	46,074	1,503,000
Fund balance	<u>1,991,560</u>		<u>1,991,560</u>
 Total liabilities & fund balance	 <u>\$ 3,469,969</u>	 <u>\$ 87,011</u>	 <u>\$ 3,556,980</u>

**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS - OTHER  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2023**

	<b><u>Fund Balance 09/01/23</u></b>	<b><u>Revenues Additions</u></b>	<b><u>Expenditures Deductions</u></b>	<b><u>Fund Balance 10/31/23</u></b>
Gifts:				
Scholarships/donations	\$ 1,518,977	\$ 781,976	\$ 645,208	\$ 1,655,745
Clubs and Associations	309,804	13,770	7,722	315,852
Grants & contracts:				
State	19,963	1,427,882	1,427,882	19,963
Local	<u>          </u>	<u>213,063</u>	<u>213,063</u>	<u>0</u>
Total	\$ <u>1,848,744</u>	\$ <u>2,436,691</u>	\$ <u>2,293,875</u>	\$ <u>1,991,560</u>

**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2023**

	<u>Projected Budget</u>	<u>Current Month</u>	<u>Current Year</u>	<u>Project Year</u>	<u>Open Commitments</u>	<u>Balance Available</u>
Revenues:	\$ 130,236,729	\$ 780,391	\$ 23,327,623	\$ 100,540,558	\$ 428,288	\$ 29,267,883
Expenditures:						
<b>2017-2018</b>						
Early Alert Case Management FY 2018	\$ 520,245	\$	\$	\$ 409,558	\$ 110,003	\$ 684
<b>2019-2020</b>						
USDOJ La Tuna HVAC & Welding Opt 2	112,875			107,136		5,739
<b>2020-2021</b>						
HEERF III ARPA - IHE Institution	30,981,916	37,000		30,981,916		0
CCAMPIS 2021	367,872			48,235	169,363	150,274
DOL - Job Corps Scholars Programs	1,186,900	5,940	27,715	648,617		538,283
GREEN Advantage Emissary Program	185,474	2,142	10,814	111,035		74,439
<b>2021-2022</b>						
DOE IREPO - Curriculum Development	480,552			379,871	22,845	77,836
DOE IREPO - Distance Learning Support	484,780			290,244		194,536
DOE IREPO - Dual Credit	181,868	10,499	20,865	183,559		(1,691)
DOE IREPO - IT	389,849		91,821	355,993		33,856
DOE IREPO - CBE Registrar	21,186	(18,797)	2,389	23,575		(2,389)
Contract Opportunity Center 2022	373,377			365,130		8,247
CCAMPIS 2022	382,127			21,556		360,571
DOE - Accelerate@EPCC Title V Yr 1	541,622	32,593	142,302	469,736	49,757	22,129
<b>2022-2023</b>						
Ft. Bliss EMT Training	114,544	5,131	5,358	107,718		6,826
Contract Opportunity Center 2023	500,567	40,319	67,839	297,315	8,273	194,979
SSS Prog. 2023	707,647	2,950	9,135	651,153		56,494
DOE - Accelerate@EPCC Title V YR 2	498,873	18,518	65,189	89,603		409,270
DOE HEP 2022 YR 2	474,785		1,297	474,785		0
DOE HEP 2023 YR 3	474,987	57,034	79,072	150,274	4,618	320,095
PELL 2022/2023	41,425,470	(2,602)		41,372,868		52,602
DOL - Susan Harwood Training Prog	160,000	4,981	5,251	159,846		154
<b>2023-2024</b>						
Rise to the Challenge Bridge 2023	264,380	13,231	15,064	15,064	52,017	197,299
SSS Prog. 2024	735,953	44,716	78,564	78,564		657,389
DOE HEP 2023 YR 4	237,234					237,234
DOE CAMP 2023 YR 3	442,330	50,661	62,151	89,094	7,614	345,622
Federal Work-Study FY 2023/2024	848,776	5,103	5,103	5,103		843,673
SEOG 2023/2024	1,095,502	136,500	416,140	416,140		679,362
PELL 2023/2024	45,000,000	333,028	22,220,110	22,220,110		22,779,890
NSF - ATE Grant	349,990	1,444	1,444	16,760	3,798	329,432
DOE - Accelerate@EPCC Title V YR 3	535,048					535,048
DOL - Susan Harwood Training Prog	160,000					160,000
Total	\$ 130,236,729	\$ 780,391	\$ 23,327,623	\$ 100,540,558	\$ 428,288	\$ 29,267,883

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
LOAN FUNDS  
OCTOBER 31, 2023**

**EL PASO COMMUNITY COLLEGE  
LOAN FUNDS  
BALANCE SHEET  
OCTOBER 31, 2023**

	<u><b>Nursing</b></u>	<u><b>Other</b></u>	<u><b>Loan Fund</b></u>
Assets:			
Cash & pooled investments	\$ 1,357	\$ 1,455,642	\$ 1,456,999
Loans receivable (net)	<u>13,371</u>	<u>2,046,187</u>	<u>2,059,558</u>
 Total assets	 <u>\$ 14,728</u>	 <u>\$ 3,501,829</u>	 <u>\$ 3,516,557</u>
 Liabilities and Fund Balance:			
Accounts payable general	\$	\$ 19,262	\$ 19,262
Nursing alumni loan fund		2,447	2,447
Emergency loan fund		3,332,497	3,332,497
Ed Alvarez emergency loan fund		5,000	5,000
Alternative Loans (Elm)		3,000	3,000
Direct Loan Program Subsidized		53,319	53,319
Direct Loan Program Unsubsidized		50,766	50,766
SGA Emergency Book Loan Program		35,538	35,538
Federal capital contribution	13,939		13,939
Institutional capital contribution	1,549		1,549
Interest collected	8,645		8,645
Investment income	10,555		10,555
Federal canceled reimbursement	1,320		1,320
Penalty collected	2,906		2,906
Principal cancelled	(19,001)		(19,001)
Collection cost	<u>(5,185)</u>		<u>(5,185)</u>
 Total liabilities & fund balance	 <u>\$ 14,728</u>	 <u>\$ 3,501,829</u>	 <u>\$ 3,516,557</u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
ENDOWMENT FUNDS  
OCTOBER 31, 2023**

**EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS  
BALANCE SHEET  
OCTOBER 31, 2023**

Assets:

Cash & Pooled Investments	\$ 32,578,653
Total assets	<u>\$ 32,578,653</u>

Fund Balance:

Fund Balance	\$ 823,342
Student Success Endowment:	
Fund balance temporarily restricted	1,755,311
Fund Balance	30,000,000
Total fund balance	<u>\$ 32,578,653</u>

**EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2023**

	<b>Fund Balance 09/01/23</b>	<b>Revenues Additions</b>	<b>Expenditures Deductions</b>	<b>Fund Balance 10/31/23</b>
Albert Horwitz	\$ 30,640	\$ 273	\$	\$ 30,913
Jose Cisneros	103,431	920		104,351
Amado Peña	104,508	930		105,438
Cecilia Ochoa Levine	32,950	293		33,243
Mack Quintana	55,847	849		56,696
Adair Margo	37,920	337		38,257
George W.S. Abbey	35,986	320		36,306
P. & B. Moreno Memorial	29,125	259		29,384
Lucy Scarbrough	38,212	340		38,552
Diane D. Rath	35,449	315		35,764
Bob Wingo	34,772	309		35,081
Raymond Paredes	33,451	298		33,749
María A. Peña	59,588	530		60,118
Michael W. Smith	38,156	339		38,495
Gerardo de los Santos	34,044	303		34,347
Augustine D. Gallego	28,067	250		28,317
James Vasquez	27,950	249		28,199
Diana S. Natalicio	27,827	248		28,075
Mark David Milliron	27,809	248		28,057
Student Success Endowment Fund	<u>31,475,260</u>	<u>280,051</u>	<u></u>	<u>31,755,311</u>
Total	<u>\$ 32,290,992</u>	<u>\$ 287,661</u>	<u>\$ 0</u>	<u>\$ 32,578,653</u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
PLANT FUNDS  
OCTOBER 31, 2023**

**EL PASO COMMUNITY COLLEGE  
PLANT FUNDS  
BALANCE SHEET  
OCTOBER 31, 2023**

	<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	\$ 48,444,678	\$ 1,713,985	\$ 32,064,057	\$	\$ 82,222,720
Property taxes receivable			32,582		32,582
Deferred Outflow-Bond Insurance Cost			214,785		214,785
Accrued interest			55,119		55,119
Land				13,702,218	13,702,218
Land improvements				21,249,067	21,249,067
Accum. Depr. - Land Improv./Infra				(12,575,263)	(12,575,263)
Buildings - EPCC				268,316,516	268,316,516
Buildings - federal				9,958,316	9,958,316
Construction in progress				3,215,255	3,215,255
Accum. Depr. - Buildings				(76,005,285)	(76,005,285)
Furniture & Equipment				15,170,329	15,170,329
Furniture & Equipment - federal				7,874,777	7,874,777
Accum. Depr. - Furniture & Equip.				(19,232,429)	(19,232,429)
Capital lease asset GASB 87				556,865	556,865
Capital lease asset GASB 96-SBITA				7,711,289	7,711,289
Accum. Depr. Leases GASB 87				(218,968)	(218,968)
Accum. Depr. Leases GASB 96 - SBITA				(4,373,036)	(4,373,036)
Library books EPCC				6,266,672	6,266,672
Library books - grant				63,151	63,151
Accum. Depr. - Library Books				(4,431,109)	(4,431,109)
Total assets	<u>\$ 48,444,678</u>	<u>\$ 1,713,985</u>	<u>\$ 32,366,543</u>	<u>\$ 237,248,365</u>	<u>\$ 319,773,571</u>
<b>Liabilities:</b>					
Accounts Payable - general	\$ 98,201	\$ 70,449	\$	\$	\$ 168,650
Revenue bonds 2016				105,140,000	105,140,000
Unamortized Bond premium 2016				10,589,787	10,589,787
Revenue bonds 2017			664,167	7,390,835	8,055,002
Deferred Inflow-Gain on Bond Refunding			153,528		153,528
Accrued interest - Bonds			426,383		426,383
Capital lease obligation GASB 87				344,091	344,091
Capital lease obligation GASB 96 - SBITA				3,354,161	3,354,161
Total liabilities	<u>\$ 98,201</u>	<u>\$ 70,449</u>	<u>\$ 1,244,078</u>	<u>\$ 126,818,874</u>	<u>\$ 128,231,602</u>
<b>Fund balance:</b>					
Designated fund balance	\$ 48,346,477	\$ 1,643,536	\$ 31,122,465	\$	\$ 81,112,478
Invested in plant	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$ 110,429,491</u>	<u>\$ 110,429,491</u>
Total fund balance	<u>\$ 48,346,477</u>	<u>\$ 1,643,536</u>	<u>\$ 31,122,465</u>	<u>\$ 110,429,491</u>	<u>\$ 191,541,969</u>
Total liabilities & fund balance	<u>\$ 48,444,678</u>	<u>\$ 1,713,985</u>	<u>\$ 32,366,543</u>	<u>\$ 237,248,365</u>	<u>\$ 319,773,571</u>

**EL PASO COMMUNITY COLLEGE  
UNEXPENDED PLANT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2023**

	<b>Original Budget</b>	<b>Revised Budget</b>	<b>2016 Revenue Bond</b>	<b>Other</b>	<b>Total</b>	<b>Budget Balance</b>
Revenues:						
Transferred from current unrestricted	\$ 3,190,829	\$ 3,190,829	\$	\$ 3,190,829	\$ 3,190,829	\$ 0
Intrafund transfers	12,536,199	12,536,199		1,420,301	1,420,301	11,115,898
2016 Revenue Bond Interest	9,841	9,841	9,841		9,841	0
Interest income	1,360,000	1,360,000		431,419	431,419	928,581
Total revenues	<u>\$ 17,096,869</u>	<u>\$ 17,096,869</u>	<u>\$ 9,841</u>	<u>\$ 5,042,549</u>	<u>\$ 5,052,390</u>	<u>\$ 12,044,479</u>
Expenditures:						
Intrafund transfers	\$ 12,536,199	\$ 12,536,199	\$	\$ 1,420,301	\$ 1,420,301	\$ 11,115,898
Interfund transfers	664,000	664,000		664,000	664,000	0
Repairs and rehabilitation	23,093,119	23,093,119		530,413	530,413	22,562,706
Equipment	6,768,829	6,768,829		189,162	189,162	6,579,667
2016 RB - Master Plan Phase I						
Buildings	94,446	94,446			0	94,446
Proj. Reserve Master Plan Phase I						
Furniture and Equipment	16,347	16,347			0	16,347
Total expenditures	<u>\$ 43,172,940</u>	<u>\$ 43,172,940</u>	<u>\$ 0</u>	<u>\$ 2,803,876</u>	<u>\$ 2,803,876</u>	<u>\$ 40,369,064</u>
Revenues over/(under) expenditures	\$ (26,076,071)	\$ (26,076,071)	\$ 9,841	\$ 2,238,673	\$ 2,248,514	
Beginning balance - September 1, 2023	46,097,963	46,097,963	84,605	46,013,358	46,097,963	
Ending balance - October 31, 2023	<u>\$ 20,021,892</u>	<u>\$ 20,021,892</u>	<u>\$ 94,446</u>	<u>\$ 48,252,031</u>	<u>\$ 48,346,477</u>	

**EL PASO COMMUNITY COLLEGE  
RENEWALS & REPLACEMENTS FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2023**

	<b>Original Budget</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Total</b>	<b>Budget Balance Available</b>
Revenues:					
Transfer from unexpended plant funds	\$ 664,000	\$ 664,000	\$ 664,000	\$ 664,000	\$ 0
Transfer from unrestricted current funds	110,000	110,000	110,000	110,000	0
Transfer from auxiliary enterprises	75,000	75,000		0	75,000
Other Income	40,000	40,000		0	40,000
Interest income	60,000	60,000	15,796	15,796	44,204
Total revenues	<u>\$ 949,000</u>	<u>\$ 949,000</u>	<u>\$ 789,796</u>	<u>\$ 789,796</u>	<u>\$ 159,204</u>
Expenditures:					
Replacements and Renovations	\$ 1,991,622	\$ 1,991,622	\$ 188,882	\$ 188,882	\$ 1,802,740
Total expenditures	<u>\$ 1,991,622</u>	<u>\$ 1,991,622</u>	<u>\$ 188,882</u>	<u>\$ 188,882</u>	<u>\$ 1,802,740</u>
Revenues over (under) expenditures	\$ (1,042,622)	\$ (1,042,622)	\$ 600,914	\$ 600,914	
Beginning balance - September 1, 2023	<u>1,042,622</u>	<u>1,042,622</u>	<u>1,042,622</u>	<u>1,042,622</u>	
Ending balance - October 31, 2023	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,643,536</u>	<u>\$ 1,643,536</u>	

**EL PASO COMMUNITY COLLEGE  
DEBT RETIREMENT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2023**

	<b>Original Budget</b>	<b>Actual</b>				<b>Budget</b>
	<b>Debt Service</b>	<b>Revenue Bonds</b>	<b>G.O. Bonds 1975</b>	<b>Capital Leases</b>	<b>Total</b>	<b>Balance Available</b>
Revenues:						
Property tax interest	\$	\$	\$ 3	\$	\$ 3	\$ (3)
General use fees	8,800,000	5,242,656			5,242,656	3,557,344
Interest income	471,000	101,477			101,477	369,523
Intrafund transfers	8,991,982				0	8,991,982
Capital leases	52,783			2,423	2,423	50,360
Tuition	786,000	382,110			382,110	403,890
Total revenues	<u>\$ 19,101,765</u>	<u>\$ 5,726,243</u>	<u>\$ 3</u>	<u>\$ 2,423</u>	<u>\$ 5,728,669</u>	<u>\$ 13,373,096</u>
Expenditures:						
Bond principal	\$ 3,985,000	\$ 664,167	\$	\$	\$ 664,167	\$ 3,320,833
Bond interest	5,081,897	852,768			852,768	4,229,129
Capital lease interest expense	52,783			2,423	2,423	50,360
Intrafund transfers	8,991,982				0	8,991,982
Agents fee	5,800				0	5,800
Other bond costs	5,745	4,583			4,583	1,162
Amortization of bond insurance	11,304				0	11,304
Loss (gain) on bond refunding	(76,764)				0	(76,764)
Total expenditures	<u>\$ 18,057,747</u>	<u>\$ 1,521,518</u>	<u>\$ 0</u>	<u>\$ 2,423</u>	<u>\$ 1,523,941</u>	<u>\$ 16,533,806</u>
Revenues over/(under) expenditures	\$ 1,044,018	\$ 4,204,725	\$ 3	\$	\$ 4,204,728	
Beginning balance - September 1, 2023	<u>26,917,737</u>	<u>26,875,220</u>	<u>42,517</u>		<u>26,917,737</u>	
Ending balance - October 31, 2023	<u><u>\$ 27,961,755</u></u>	<u><u>\$ 31,079,945</u></u>	<u><u>\$ 42,520</u></u>	<u><u>\$ 0</u></u>	<u><u>\$ 31,122,465</u></u>	

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CUSTODIAL FUNDS  
OCTOBER 31, 2023**

**EL PASO COMMUNITY COLLEGE  
CUSTODIAL FUNDS  
BALANCE SHEET  
OCTOBER 31, 2023**

	<b><u>Custodial Funds</u></b>
<b>Assets:</b>	
Cash and cash equivalents	\$ 388,959
Total assets	<u>\$ 388,959</u>
<b>Liabilities:</b>	
Accounts payable and other liabilities	\$ 0
Total liabilities	<u>\$ 0</u>
<b>Fund balance:</b>	
Beginning balance: September 1, 2023	\$ 462,391
Increase (decrease) in fund balance	<u>(73,432)</u>
Ending balance: October 31, 2023	<u>\$ 388,959</u>
Total liabilities & fund balance	<u>\$ 388,959</u>

**EL PASO COMMUNITY COLLEGE  
CUSTODIAL FUNDS  
STATEMENT OF CHANGES IN FUND BALANCE  
FOR THE TWO MONTHS ENDED OCTOBER 31, 2023**

	<b><u>Custodial Funds</u></b>
Additions:	
Miscellaneous	\$ <u>176,600</u>
Total additions	\$ <u>176,600</u>
 Deductions:	
Scholarship payments to students	\$ <u>250,032</u>
Total deductions	\$ <u>250,032</u>
 Net increase (decrease) in fund balance	 \$ <u><u>(73,432)</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
TEMPORARY INVESTMENTS  
OCTOBER 31, 2023**

**PORTFOLIO SUMMARY**  
**EL PASO COMMUNITY COLLEGE**  
**OCTOBER 31, 2023**

PORTFOLIO	Book Value			Market Value		
	Beginning Balance	Change	Ending Balance	Beginning Balance	Change	Ending Balance
Pooled Investments	\$ 268,490,164	\$ 12,358,978	\$ 280,849,142	\$ 268,490,164	\$ 12,358,978	\$ 280,849,142
Revenue Bonds	1,727,250	(1,727,250)		1,727,250	(1,727,250)	
Debt Service Reserve Fund	12,117,957		12,117,957	12,117,957		12,117,957
Total Portfolio	<u>\$ 282,335,371</u>	<u>\$ 10,631,728</u>	<u>\$ 292,967,099</u>	<u>\$ 282,335,371</u>	<u>\$ 10,631,728</u>	<u>\$ 292,967,099</u>

Effective yield for October 31, 2023 = 5.3291%


Benchmark: Annual average 13-week T-Bill rate for October = 5.3320%

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.

Fernando Flores, CPA  
Interim Vice President  
Financial & Administrative Operations



Ana P. Zúñiga, CPA  
Interim Associate Vice President  
Budget & Financial Services



**EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
OCTOBER 31, 2023**

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Pooled Investments</b>								
	TexPool	\$ 161,684,434.60	5.3589	31	09/30/23	10/31/23	\$	\$ 757,787.11
	Texas Daily	105,818,629.07	5.3500	31	09/30/23	10/31/23		489,921.52
	Wells Fargo	987,100.65	1.1500	3	09/29/23	10/02/23		94.60
Balance 10/1/2023		\$ 268,490,164.32					\$ 1,210,647.80	\$ 1,247,803.23
	TexPool	\$ 19,898,690.35	5.3589	31	09/30/23	10/31/23	\$	\$ 0.00
	Texas Daily	2,729,528.40	5.3500	31	09/30/23	10/31/23		0.00
	Wells Fargo	41,090,412.02	1.1500	32	09/29/23	10/31/23	7,288.97	54.81
Purchases & Transfers in October 2023		\$ 63,718,630.77					\$ 7,288.97	\$ 54.81
	TexPool	\$ 10,800,000.00	5.3589	31	09/30/23	10/31/23	\$	\$ 0.00
	Wells Fargo	40,559,652.87	1.1500	32	09/29/23	10/31/23		0.00
Maturities & Transfers in October 2023		\$ 51,359,652.87					\$ 0.00	\$ 0.00
Balance 10/31/2023		\$ 280,849,142.22					\$ 1,217,936.77	\$ 1,247,858.04
<b>Revenue Bond</b>								
	Texas Daily	\$ 1,727,249.92	5.3500	31	09/30/23	10/31/23	\$	\$ 0.00
Balance 10/1/2023		\$ 1,727,249.92					\$ 7,562.53	\$ 0.00
	Texas Daily	\$ 2,278.48	5.3500	31	09/30/23	10/31/23	\$ 2,278.48	\$ 0.00
Purchases & Transfers in October 2023		\$ 2,278.48					\$ 2,278.48	\$ 0.00
	Texas Daily	\$ 1,729,528.40	5.3500	31	09/30/23	10/31/23	\$	\$ 0.00
Maturities & Transfers in October 2023		\$ 1,729,528.40					\$ 0.00	\$ 0.00
Balance 10/31/2023		\$ 0.00					\$ 9,841.01	\$ 0.00

**EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
OCTOBER 31, 2023**

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Debt Reserve</b>	TexPool	\$ 2,043,874.15	5.3589	31	09/30/23	10/31/23	\$	\$ 9,302.41
	Texas Daily	10,074,082.51	5.3500	31	09/30/23	10/31/23		45,816.38
Balance 10/1/2023		\$ 12,117,956.66					\$ 46,358.34	\$ 55,118.79
Balance 10/31/2023		\$ 12,117,956.66					\$ 46,358.34	\$ 55,118.79
All Funds		\$ 292,967,098.88					\$ 1,274,136.12	\$ 1,302,976.83

**EL PASO COMMUNITY COLLEGE**

**TREASURER'S REPORT  
NOVEMBER 30, 2023**

**EXHIBIT 1.10.1**

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT UNRESTRICTED FUNDS  
NOVEMBER 30, 2023**

**EL PASO COMMUNITY COLLEGE  
CURRENT UNRESTRICTED FUNDS  
BALANCE SHEET  
NOVEMBER 30, 2023**

	<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	\$	\$	\$	\$ 19,300
Pooled investments	161,693,673	1,991,144	5,418,549	1,228,008	170,331,374
Property taxes receivable	71,742,713				71,742,713
Accrued interest receivable	1,223,876				1,223,876
Other receivables	17,063,873		308,978		17,372,851
Deferred Outflows-Pension	12,901,743				12,901,743
Deferred Outflows-OPEB	12,265,394				12,265,394
Prepaid expenses	149,041				149,041
<b>Total assets</b>	<b>\$ 277,059,613</b>	<b>\$ 1,991,144</b>	<b>\$ 5,727,527</b>	<b>\$ 1,228,008</b>	<b>\$ 286,006,292</b>
<b>Liabilities:</b>					
Accounts payable & accrued expenditures	\$ 5,077,514	\$	\$ 263	\$ 249	\$ 5,078,026
Due to restricted funds	90,394				90,394
Accrued compensated absences	4,656,050				4,656,050
Student property deposits	569,247				569,247
Deferred Tuition and Fees	10,985,013				10,985,013
Deferred Inflows-Pension	5,316,218				5,316,218
Deferred Inflows-OPEB	30,477,642				30,477,642
Deferred Inflows-Leases	402,803				402,803
Net Pension Liability	33,105,265				33,105,265
Net OPEB Liability	70,636,060				70,636,060
<b>Total liabilities</b>	<b>\$ 161,316,206</b>	<b>\$ 0</b>	<b>\$ 263</b>	<b>\$ 249</b>	<b>\$ 161,316,718</b>
<b>Fund balance:</b>					
Beginning balance: September 1, 2023	\$ 39,175,922	\$ 1,807,420	\$ 5,618,681	\$ 737,296	\$ 47,339,319
Increase (decrease) in fund balance	76,567,485	183,724	108,583	490,463	77,350,255
<b>Ending balance: November 30, 2023</b>	<b>\$ 115,743,407</b>	<b>\$ 1,991,144</b>	<b>\$ 5,727,264</b>	<b>\$ 1,227,759</b>	<b>\$ 124,689,574</b>
<b>Total liabilities and fund balance</b>	<b>\$ 277,059,613</b>	<b>\$ 1,991,144</b>	<b>\$ 5,727,527</b>	<b>\$ 1,228,008</b>	<b>\$ 286,006,292</b>

**EL PASO COMMUNITY COLLEGE  
EDUCATION AND GENERAL  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2023**

	<b>Budget</b>		<b>Actual</b>		<b>Open Commitments</b>	<b>Budget</b>	<b>Percent Used</b>
	<b>Original</b>	<b>Revised</b>	<b>Current Month</b>	<b>Year To Date</b>		<b>Balance Available</b>	
<b>Revenues:</b>							
State Appropriations	\$ 40,675,854	\$ 40,675,854	\$	\$ 19,337,927	\$	\$ 21,337,927	48%
Fed Appr/Grants	785,604	785,604	58,368	178,068		607,536	23%
Tuition & fees	39,820,343	39,820,343	488,168	19,011,708		20,808,635	48%
Property tax	70,122,166	70,122,166	(63,972)	73,324,254		(3,202,088)	105%
Interest income	5,000,000	5,000,000	855,176	2,540,523		2,459,477	51%
Other income	1,750,223	1,750,223	48,161	230,398		1,519,825	13%
Total revenues	<u>\$ 158,154,190</u>	<u>\$ 158,154,190</u>	<u>\$ 1,385,901</u>	<u>\$ 114,622,878</u>	<u>\$ 0</u>	<u>\$ 43,531,312</u>	72%
<b>Expenditures:</b>							
Instruction	\$ 56,602,781	\$ 56,602,781	\$ 4,711,257	\$ 14,031,499	\$ 907,204	\$ 41,664,078	26%
Research	208,758	208,758	12,009	28,197	2,773	177,788	15%
Public service	5,455,954	5,455,954	280,619	796,255	249,648	4,410,051	19%
Academic support	18,963,097	18,963,097	1,522,613	4,419,964	996,013	13,547,120	29%
Student Services	11,327,180	11,327,180	742,680	1,906,224	381,027	9,039,929	20%
Institutional support	44,731,087	44,731,087	3,088,254	8,726,393	3,344,104	32,660,590	27%
Physical plant, operation & maintenance	13,257,078	13,257,078	1,131,180	3,173,541	3,445,615	6,637,922	50%
Total expenditures	<u>\$ 150,545,935</u>	<u>\$ 150,545,935</u>	<u>\$ 11,488,612</u>	<u>\$ 33,082,073</u>	<u>\$ 9,326,384</u>	<u>\$ 108,137,478</u>	28%
<b>Transfers:</b>							
TPEG	\$ 1,948,652	\$ 1,948,652	\$ (1,533)	\$ 655,205	\$	\$ 1,293,447	34%
Student Activities	524,906	524,906		230,066		294,840	44%
Athletics	1,833,868	1,833,868		787,220		1,046,648	43%
Plant fund	3,300,829	3,300,829		3,300,829		0	100%
Total transfers	<u>\$ 7,608,255</u>	<u>\$ 7,608,255</u>	<u>\$ (1,533)</u>	<u>\$ 4,973,320</u>	<u>\$ 0</u>	<u>\$ 2,634,935</u>	65%
<b>Net increase/(decrease) in fund balance</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (10,101,178)</u>	<u>\$ 76,567,485</u>			

**EL PASO COMMUNITY COLLEGE  
STUDENT ACTIVITIES FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2023**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Balance Available</u>
Revenues:			
Student activity fee	\$ 475,906	\$ 231,311	\$ 244,595
Interest income		26,559	(26,559)
Other income		415	(415)
	<u>          </u>	<u>          </u>	<u>          </u>
Total revenues	\$ <u>475,906</u>	\$ <u>258,285</u>	\$ <u>217,621</u>
Expenditures:			
Salaries & benefits	\$ 271,584	\$ 20,692	\$ 250,892
Supplies & services	179,322	26,967	152,355
Travel	13,000	25,402	(12,402)
Club support	12,000	1,500	10,500
	<u>          </u>	<u>          </u>	<u>          </u>
Total expenditures	\$ <u>475,906</u>	\$ <u>74,561</u>	\$ <u>401,345</u>
Revenues over (under) expenditures:		\$ 183,724	
Increase (decrease) in fund balance		\$ <u><u>183,724</u></u>	

**EL PASO COMMUNITY COLLEGE  
AUXILIARY ENTERPRISE FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2023**

Revenues:

Vehicle Registration	\$ 350,462	
Bookstore Commissions	20,873	
Pepsi Cola Commissions	13,973	
The Basil Garden Commissions	13,658	
Vending Commissions	12,827	
GECU	11,139	
A/R Returned Checks	570	
ATM Commissions	<u>540</u>	\$ 424,042

Expenditures:

Staff Scholarships	\$ 110,943	
Vehicle Registration Expense	86,799	
Memberships	70,766	
Advocacy Expense	21,257	
Bookstore/Cafeteria Utilities Expense	16,250	
Cafeteria Maint. Expenses	4,591	
Staff Educational Assistance	3,000	
Copy Machine Expenses	1,518	
Professional Staff Association	203	
Classified Staff Association	<u>132</u>	\$ <u>315,459</u>

Revenues over (under) expenditures \$ 108,583

Increase (decrease) in fund balance \$ 108,583

**EL PASO COMMUNITY COLLEGE  
INTERCOLLEGIATE ATHLETICS FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2023**

Revenues:			
Athletic Fee	\$	787,220	
Interest Income		13,226	
Baseball Fund Raising		<u>90</u>	\$ 800,536
Expenditures:			
Baseball	\$	93,141	
Softball		79,394	
Cross Country		71,292	
Athletic Administration		<u>66,246</u>	\$ <u>310,073</u>
Revenues over (under) expenditures:			
			\$ 490,463
Increase (decrease) in fund balance			
			\$ <u><u>490,463</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT RESTRICTED FUNDS  
NOVEMBER 30, 2023**

**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS  
BALANCE SHEET  
NOVEMBER 30, 2023**

	<b>Total Other Restricted</b>	<b>Total Sponsored Programs</b>	<b>Current Restricted Funds</b>
<b>Assets:</b>			
A/R federal agencies	\$	\$ 495,071	\$ 495,071
A/R state agencies	1,909,040		1,909,040
A/R county/local agencies	217,064		217,064
A/R students		576,139	576,139
A/R other	2,000		2,000
Due from unrestricted funds	1,089,811	(999,417)	90,394
Net OPEB Asset	19,963		19,963
	<u>3,237,878</u>	<u>71,793</u>	<u>3,309,671</u>
<b>Total assets</b>	<b>\$ 3,237,878</b>	<b>\$ 71,793</b>	<b>\$ 3,309,671</b>
<b>Liabilities &amp; fund balance:</b>			
Accounts payable	\$	\$ 25,719	\$ 25,719
A/P state agencies	127		127
A/P private	12,603		12,603
Deferred income	1,432,914	46,074	1,478,988
Fund balance	1,792,234		1,792,234
	<u>3,237,878</u>	<u>71,793</u>	<u>3,309,671</u>
<b>Total liabilities &amp; fund balance</b>	<b>\$ 3,237,878</b>	<b>\$ 71,793</b>	<b>\$ 3,309,671</b>

**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS - OTHER  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2023**

	<b><u>Fund Balance 09/01/23</u></b>	<b><u>Revenues Additions</u></b>	<b><u>Expenditures Deductions</u></b>	<b><u>Fund Balance 11/30/23</u></b>
Gifts:				
Scholarships/donations	\$ 1,518,977	\$ 779,511	\$ 847,978	\$ 1,450,510
Clubs and Associations	309,804	23,646	11,689	321,761
Grants & contracts:				
State	19,963	1,809,253	1,809,253	19,963
Local	<u>          </u>	<u>335,596</u>	<u>335,596</u>	<u>0</u>
Total	<b><u>\$ 1,848,744</u></b>	<b><u>\$ 2,948,006</u></b>	<b><u>\$ 3,004,516</u></b>	<b><u>\$ 1,792,234</u></b>

**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2023**

	<u>Projected Budget</u>	<u>Current Month</u>	<u>Current Year</u>	<u>Project Year</u>	<u>Open Commitments</u>	<u>Balance Available</u>
Revenues:	\$ 99,318,139	\$ 273,507	\$ 23,601,130	\$ 69,832,149	\$ 447,191	\$ 29,038,799
Expenditures:						
<b>2017-2018</b>						
Early Alert Case Management FY 2018	\$ 520,245	\$ 539	\$ 539	\$ 410,097	\$ 110,003	\$ 145
<b>2019-2020</b>						
USDOJ La Tuna HVAC & Welding Opt 2	112,875			107,136		5,739
<b>2020-2021</b>						
CCAMPIS 2021	367,872	14,170	14,170	62,405	133,893	171,574
DOL - Job Corps Scholars Programs	1,186,900		27,715	648,617		538,283
GREEN Advantage Emissary Program	185,474		10,814	111,035	7,000	67,439
<b>2021-2022</b>						
DOE IREPO - Curriculum Development	536,583			379,871	22,845	133,867
DOE IREPO - Distance Learning Support	498,452	1,419	1,419	291,663		206,789
DOE IREPO - Dual Credit	206,958	10,527	31,392	194,086		12,872
DOE IREPO - IT	355,993		91,821	355,993		0
DOE IREPO - CBE Registrar	23,575		2,389	23,575		0
Contract Opportunity Center 2022	373,377			365,130		8,247
CCAMPIS 2022	382,127			21,556		360,571
DOE - Accelerate@EPCC Title V Yr 1	541,622	1,178	143,480	470,914	49,757	20,951
<b>2022-2023</b>						
Ft. Bliss EMT Training	114,544		5,358	107,718		6,826
Contract Opportunity Center 2023	500,567	27,010	94,849	324,325	8,273	167,969
SSS Prog. 2023	707,647	10	9,145	651,163		56,484
DOE - Accelerate@EPCC Title V YR 2	498,873	19,841	85,030	109,444	500	388,929
DOE HEP 2022 YR 2	474,785		1,297	474,785		0
DOE HEP 2023 YR 3	474,987	46,241	125,313	196,515	4,927	273,545
PELL 2022/2023	41,425,470	(205)	(205)	41,372,663		52,807
DOL - Susan Harwood Training Prog	160,000		5,251	159,846		154
<b>2023-2024</b>						
Rise to the Challenge Bridge 2023	264,380	23,845	38,909	38,909	52,017	173,454
SSS Prog. 2024	735,953	46,124	124,688	124,688	12,519	598,746
DOE HEP 2023 YR 4	237,234					237,234
DOE CAMP 2023 YR 3	442,330	45,564	107,715	134,658	41,659	266,013
Federal Work-Study FY 2023/2024	848,776	19,055	24,158	24,158		824,618
SEOG 2023/2024	1,095,502	(956)	415,184	415,184		680,318
PELL 2023/2024	45,000,000	8,541	22,228,651	22,228,651		22,771,349
NSF - ATE Grant	349,990	123	1,567	16,883	3,798	329,309
DOE - Accelerate@EPCC Title V YR 3	535,048					535,048
DOL - Susan Harwood Training Prog	160,000	10,481	10,481	10,481		149,519
Total	\$ 99,318,139	\$ 273,507	\$ 23,601,130	\$ 69,832,149	\$ 447,191	\$ 29,038,799

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
LOAN FUNDS  
NOVEMBER 30, 2023**

**EL PASO COMMUNITY COLLEGE  
LOAN FUNDS  
BALANCE SHEET  
NOVEMBER 30, 2023**

	<u><b>Nursing</b></u>	<u><b>Other</b></u>	<u><b>Loan Fund</b></u>
Assets:			
Cash & pooled investments	\$ 1,363	\$ 1,663,626	\$ 1,664,989
Loans receivable (net)	<u>13,371</u>	<u>1,753,339</u>	<u>1,766,710</u>
Total assets	<u><u>\$ 14,734</u></u>	<u><u>\$ 3,416,965</u></u>	<u><u>\$ 3,431,699</u></u>
Liabilities and Fund Balance:			
Accounts payable general	\$	\$ 243	\$ 243
Nursing alumni loan fund		2,448	2,448
Emergency loan fund		3,349,241	3,349,241
Ed Alvarez emergency loan fund		5,000	5,000
Alternative Loans (Elm)		3,000	3,000
Direct Loan Program Subsidized		9,059	9,059
Direct Loan Program Unsubsidized		12,436	12,436
SGA Emergency Book Loan Program		35,538	35,538
Federal capital contribution	13,939		13,939
Institutional capital contribution	1,549		1,549
Interest collected	8,645		8,645
Investment income	10,561		10,561
Federal canceled reimbursement	1,320		1,320
Penalty collected	2,906		2,906
Principal cancelled	(19,001)		(19,001)
Collection cost	<u>(5,185)</u>		<u>(5,185)</u>
Total liabilities & fund balance	<u><u>\$ 14,734</u></u>	<u><u>\$ 3,416,965</u></u>	<u><u>\$ 3,431,699</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
ENDOWMENT FUNDS  
NOVEMBER 30, 2023**

**EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS  
BALANCE SHEET  
NOVEMBER 30, 2023**

**Assets:**

Cash & Pooled Investments	\$ 32,721,272
Total assets	<u>\$ 32,721,272</u>

**Fund Balance:**

Fund Balance	\$ 826,474
Student Success Endowment:	
Fund balance temporarily restricted	1,894,798
Fund Balance	30,000,000
Total fund balance	<u>\$ 32,721,272</u>

**EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2023**

	<b>Fund Balance 09/01/23</b>	<b>Revenues Additions</b>	<b>Expenditures Deductions</b>	<b>Fund Balance 11/30/23</b>
Albert Horwitz	\$ 30,640	\$ 409	\$	\$ 31,049
Jose Cisneros	103,431	1,378		104,809
Amado Peña	104,508	1,393		105,901
Cecilia Ochoa Levine	32,950	439		33,389
Mack Quintana	55,847	1,274		57,121
Adair Margo	37,920	505		38,425
George W.S. Abbey	35,986	480		36,466
P. & B. Moreno Memorial	29,125	388	661	28,852
Lucy Scarbrough	38,212	509		38,721
Diane D. Rath	35,449	472		35,921
Bob Wingo	34,772	464		35,236
Raymond Paredes	33,451	446		33,897
María A. Peña	59,588	794		60,382
Michael W. Smith	38,156	509		38,665
Gerardo de los Santos	34,044	454		34,498
Augustine D. Gallego	28,067	374		28,441
James Vasquez	27,950	373		28,323
Diana S. Natalicio	27,827	371		28,198
Mark David Milliron	27,809	371		28,180
Student Success Endowment Fund	<u>31,475,260</u>	<u>419,538</u>		<u>31,894,798</u>
Total	<u>\$ 32,290,992</u>	<u>\$ 430,941</u>	<u>\$ 661</u>	<u>\$ 32,721,272</u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
PLANT FUNDS  
NOVEMBER 30, 2023**

**EL PASO COMMUNITY COLLEGE  
PLANT FUNDS  
BALANCE SHEET  
NOVEMBER 30, 2023**

	<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	\$ 48,018,087	\$ 1,602,846	\$ 32,832,839	\$	\$ 82,453,772
Property taxes receivable			32,580		32,580
Deferred Outflow-Bond Insurance Cost			214,785		214,785
Accrued interest			53,682		53,682
Land				13,702,218	13,702,218
Land improvements				21,249,067	21,249,067
Accum. Depr. - Land Improv./Infra				(12,575,263)	(12,575,263)
Buildings - EPCC				268,316,516	268,316,516
Buildings - federal				9,958,316	9,958,316
Construction in progress				3,215,255	3,215,255
Accum. Depr. - Buildings				(76,005,285)	(76,005,285)
Furniture & Equipment				15,295,187	15,295,187
Furniture & Equipment - federal				8,018,665	8,018,665
Accum. Depr. - Furniture & Equip.				(19,232,429)	(19,232,429)
Capital lease asset GASB 87				445,876	445,876
Capital lease asset GASB 96-SBITA				7,422,934	7,422,934
Accum. Depr. Leases GASB 87				(115,410)	(115,410)
Accum. Depr. Leases GASB 96 - SBITA				(4,084,681)	(4,084,681)
Library books EPCC				6,266,672	6,266,672
Library books - grant				63,151	63,151
Accum. Depr. - Library Books				(4,431,109)	(4,431,109)
Total assets	<u>\$ 48,018,087</u>	<u>\$ 1,602,846</u>	<u>\$ 33,133,886</u>	<u>\$ 237,509,680</u>	<u>\$ 320,264,499</u>
<b>Liabilities:</b>					
Accounts Payable - general	\$ 1,363	\$ 11,170	\$	\$	\$ 12,533
Revenue bonds 2016				105,140,000	105,140,000
Unamortized Bond premium 2016				10,589,787	10,589,787
Revenue bonds 2017			1,328,334	6,726,668	8,055,002
Deferred Inflow-Gain on Bond Refunding			153,528		153,528
Accrued interest - Bonds			852,766		852,766
Capital lease obligation GASB 87				337,071	337,071
Capital lease obligation GASB 96 - SBITA				3,354,161	3,354,161
Total liabilities	<u>\$ 1,363</u>	<u>\$ 11,170</u>	<u>\$ 2,334,628</u>	<u>\$ 126,147,687</u>	<u>\$ 128,494,848</u>
<b>Fund balance:</b>					
Designated fund balance	\$ 48,016,724	\$ 1,591,676	\$ 30,799,258	\$	\$ 80,407,658
Invested in plant	\$	\$	\$	\$ 111,361,993	\$ 111,361,993
Total fund balance	<u>\$ 48,016,724</u>	<u>\$ 1,591,676</u>	<u>\$ 30,799,258</u>	<u>\$ 111,361,993</u>	<u>\$ 191,769,651</u>
Total liabilities & fund balance	<u>\$ 48,018,087</u>	<u>\$ 1,602,846</u>	<u>\$ 33,133,886</u>	<u>\$ 237,509,680</u>	<u>\$ 320,264,499</u>

**EL PASO COMMUNITY COLLEGE  
UNEXPENDED PLANT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2023**

	<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	12,536,199	12,536,199		1,420,301	1,420,301	11,115,898
2016 Revenue Bond Interest	9,841	9,841	9,841		9,841	0
Interest income	1,360,000	1,360,000		641,006	641,006	718,994
Total revenues	<u>\$ 17,096,869</u>	<u>\$ 17,096,869</u>	<u>\$ 9,841</u>	<u>\$ 5,252,136</u>	<u>\$ 5,261,977</u>	<u>\$ 11,834,892</u>
Expenditures:						
Intrafund transfers	\$ 12,536,199	\$ 12,536,199	\$	\$ 1,420,301	\$ 1,420,301	\$ 11,115,898
Interfund transfers	664,000	664,000		664,000	664,000	0
Repairs and rehabilitation	23,093,119	23,093,119		1,042,040	1,042,040	22,051,079
Equipment	6,768,829	6,768,829		216,875	216,875	6,551,954
2016 RB - Master Plan Phase I						
Buildings	94,446	94,446			0	94,446
Proj. Reserve Master Plan Phase I						
Furniture and Equipment	16,347	16,347			0	16,347
Total expenditures	<u>\$ 43,172,940</u>	<u>\$ 43,172,940</u>	<u>\$ 0</u>	<u>\$ 3,343,216</u>	<u>\$ 3,343,216</u>	<u>\$ 39,829,724</u>
Revenues over/(under) expenditures	\$ (26,076,071)	\$ (26,076,071)	\$ 9,841	\$ 1,908,920	\$ 1,918,761	
Beginning balance - September 1, 2023	46,097,963	46,097,963	84,605	46,013,358	46,097,963	
Ending balance - November 30, 2023	<u>\$ 20,021,892</u>	<u>\$ 20,021,892</u>	<u>\$ 94,446</u>	<u>\$ 47,922,278</u>	<u>\$ 48,016,724</u>	

**EL PASO COMMUNITY COLLEGE  
RENEWALS & REPLACEMENTS FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2023**

	<b><u>Original Budget</u></b>	<b><u>Revised Budget</u></b>	<b><u>Actual</u></b>	<b><u>Total</u></b>	<b><u>Budget Balance Available</u></b>
Revenues:					
Transfer from unexpended plant funds	\$ 664,000	\$ 664,000	\$ 664,000	\$ 664,000	\$ 0
Transfer from unrestricted current funds	110,000	110,000	110,000	110,000	0
Transfer from auxiliary enterprises	75,000	75,000		0	75,000
Other Income	40,000	40,000		0	40,000
Interest income	60,000	60,000	22,806	22,806	37,194
Total revenues	<u>\$ 949,000</u>	<u>\$ 949,000</u>	<u>\$ 796,806</u>	<u>\$ 796,806</u>	<u>\$ 152,194</u>
Expenditures:					
Replacements and Renovations	<u>\$ 1,991,622</u>	<u>\$ 1,991,622</u>	<u>\$ 247,752</u>	<u>\$ 247,752</u>	<u>\$ 1,743,870</u>
Total expenditures	<u>\$ 1,991,622</u>	<u>\$ 1,991,622</u>	<u>\$ 247,752</u>	<u>\$ 247,752</u>	<u>\$ 1,743,870</u>
Revenues over (under) expenditures	\$ (1,042,622)	\$ (1,042,622)	\$ 549,054	\$ 549,054	
Beginning balance - September 1, 2023	<u>1,042,622</u>	<u>1,042,622</u>	<u>1,042,622</u>	<u>1,042,622</u>	
Ending balance - November 30, 2023	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,591,676</u>	<u>\$ 1,591,676</u>	

**EL PASO COMMUNITY COLLEGE  
DEBT RETIREMENT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2023**

	<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>Capital Leases</u>	<u>Total</u>	<u>Balance Available</u>
Revenues:						
Property tax interest	\$	\$	\$ 10	\$	\$ 10	\$ (10)
General use fees	8,800,000	5,957,328			5,957,328	2,842,672
Interest income	471,000	155,141			155,141	315,859
Intrafund transfers	8,991,982				0	8,991,982
Capital leases	52,783			3,600	3,600	49,183
Tuition	786,000	382,110			382,110	403,890
Total revenues	<u>\$ 19,101,765</u>	<u>\$ 6,494,579</u>	<u>\$ 10</u>	<u>\$ 3,600</u>	<u>\$ 6,498,189</u>	<u>\$ 12,603,576</u>
Expenditures:						
Bond principal	\$ 3,985,000	\$ 1,328,334	\$	\$	\$ 1,328,334	\$ 2,656,666
Bond interest	5,081,897	1,279,151			1,279,151	3,802,746
Capital lease interest expense	52,783			3,600	3,600	49,183
Intrafund transfers	8,991,982				0	8,991,982
Agents fee	5,800				0	5,800
Other bond costs	5,745	5,583			5,583	162
Amortization of bond insurance	11,304				0	11,304
Loss (gain) on bond refunding	(76,764)				0	(76,764)
Total expenditures	<u>\$ 18,057,747</u>	<u>\$ 2,613,068</u>	<u>\$ 0</u>	<u>\$ 3,600</u>	<u>\$ 2,616,668</u>	<u>\$ 15,441,079</u>
Revenues over/(under) expenditures	\$ 1,044,018	\$ 3,881,511	\$ 10	\$	\$ 3,881,521	
Beginning balance - September 1, 2023	<u>26,917,737</u>	<u>26,875,220</u>	<u>42,517</u>		<u>26,917,737</u>	
Ending balance - November 30, 2023	<u>\$ 27,961,755</u>	<u>\$ 30,756,731</u>	<u>\$ 42,527</u>	<u>\$ 0</u>	<u>\$ 30,799,258</u>	

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CUSTODIAL FUNDS  
NOVEMBER 30, 2023**

**EL PASO COMMUNITY COLLEGE  
CUSTODIAL FUNDS  
BALANCE SHEET  
NOVEMBER 30, 2023**

	<b><u>Custodial Funds</u></b>
Assets:	
Cash and cash equivalents	\$ 388,605
Total assets	\$ <u>388,605</u>
Liabilities:	
Accounts payable and other liabilities	\$ 0
Total liabilities	\$ <u>0</u>
Fund balance:	
Beginning balance: September 1, 2023	\$ 462,391
Increase (decrease) in fund balance	<u>(73,786)</u>
Ending balance: November 30, 2023	\$ <u>388,605</u>
Total liabilities & fund balance	\$ <u>388,605</u>

**EL PASO COMMUNITY COLLEGE  
CUSTODIAL FUNDS  
STATEMENT OF CHANGES IN FUND BALANCE  
FOR THE THREE MONTHS ENDED NOVEMBER 30, 2023**

	<b><u>Custodial Funds</u></b>
Additions:	
Miscellaneous	\$ <u>180,100</u>
Total additions	\$ <u>180,100</u>
Deductions:	
Scholarship payments to students	\$ <u>253,886</u>
Total deductions	\$ <u>253,886</u>
Net increase (decrease) in fund balance	\$ <u><u>(73,786)</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
TEMPORARY INVESTMENTS  
NOVEMBER 30, 2023**

**PORTFOLIO SUMMARY  
EL PASO COMMUNITY COLLEGE  
NOVEMBER 30, 2023**

PORTFOLIO	Book Value			Market Value		
	Beginning Balance	Change	Ending Balance	Beginning Balance	Change	Ending Balance
Pooled Investments	\$ 280,849,142	\$ (5,122,922)	\$ 275,726,220	\$ 280,849,142	\$ (5,122,922)	\$ 275,726,220
Debt Service Reserve Fund	12,117,957	55,100	12,173,057	12,117,957	55,100	12,173,057
Total Portfolio	<u>\$ 292,967,099</u>	<u>\$ (5,067,822)</u>	<u>\$ 287,899,277</u>	<u>\$ 292,967,099</u>	<u>\$ (5,067,822)</u>	<u>\$ 287,899,277</u>

Effective yield for November 30, 2023 = 5.3454%


Benchmark: Average 13-week T-Bill rate for November = 5.2800%

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.

Fernando Flores, CPA  
Interim Vice President  
Financial & Administrative Operations



Ana P. Zúñiga, CPA  
Interim Associate Vice President  
Budget & Financial Services



**EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
NOVEMBER 30, 2023**

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Pooled Investments</b>								
	TexPool	\$ 170,783,124.95	5.3721	30	10/31/23	11/30/23	\$	\$ 741,034.79
	Texas Daily	108,548,157.47	5.3700	30	10/31/23	11/30/23		481,170.75
	Wells Fargo	1,517,859.80	1.1500	1	10/31/23	11/01/23		48.49
Balance 11/1/2023		\$ 280,849,142.22					\$ 1,217,936.77	\$ 1,222,254.03
	TexPool	\$ 4,698,105.07	5.3721	30	10/31/23	11/30/23	\$ 766,597.20	\$ 0.00
	Texas Daily	489,728.21	5.3700	30	10/31/23	11/30/23	489,728.21	0.00
Purchases & Transfers in November 2023	Wells Fargo	39,841,460.54	1.1500	28	10/31/23	11/28/23	2,331.14	1,621.97
		\$ 45,029,293.82					\$ 1,258,656.55	\$ 1,621.97
	TexPool	\$ 9,850,000.00	5.3721	30	10/31/23	11/30/23	\$	\$ 0.00
Maturities & Transfers in November 2023	Wells Fargo	40,302,216.15	1.1500	28	10/31/23	11/28/23		0.00
		\$ 50,152,216.15					\$ 0.00	\$ 0.00
Balance 11/30/2023		\$ 275,726,219.89					\$ 2,476,593.32	\$ 1,223,876.00
<b>Revenue Bond</b>								
Balance 11/1/2023							\$ 9,841.01	
Balance 11/30/2023		\$ 0.00					\$ 9,841.01	\$ 0.00

**EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
NOVEMBER 30, 2023**

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Debt Reserve</b>								
	TexPool	\$ 2,043,874.15	5.3721	30	10/31/23	11/30/23	\$	\$ 9,024.59
	Texas Daily	10,074,082.51	5.3700	30	10/31/23	11/30/23		44,657.79
Balance 11/1/2023		\$ 12,117,956.66					\$ 46,358.34	\$ 53,682.38
	TexPool	\$ 9,302.51	5.3721	30	10/31/23	11/30/23	\$ 9,302.51	\$ 0.00
	Texas Daily	45,798.11	5.3700	30	10/31/23	11/30/23	45,798.11	0.00
Purchases & Transfers in November 2023		\$ 55,100.62					\$ 55,100.62	\$ 0.00
Balance 11/30/2023		\$ 12,173,057.28					\$ 101,458.96	\$ 53,682.38
All Funds		\$ 287,899,277.17					\$ 2,587,893.29	\$ 1,277,558.38

**EL PASO COMMUNITY COLLEGE**

**TREASURER'S REPORT  
DECEMBER 31, 2023**

**EXHIBIT 1.10.1**

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT UNRESTRICTED FUNDS  
DECEMBER 31, 2023**

**EL PASO COMMUNITY COLLEGE  
CURRENT UNRESTRICTED FUNDS  
BALANCE SHEET  
DECEMBER 31, 2023**

	<u>Education &amp; General</u>	<u>Student Activities</u>	<u>Auxiliary Services</u>	<u>Intercollegiate Athletics</u>	<u>Total Current Unrestricted</u>
Assets:					
Cash	\$ 19,300	\$	\$	\$	\$ 19,300
Pooled investments	179,320,209	1,914,065	5,378,702	1,180,315	187,793,291
Property taxes receivable	42,380,102				42,380,102
Accrued interest receivable	1,272,517				1,272,517
Other receivables	24,378,191		330,887		24,709,078
Deferred Outflows-Pension	12,901,743				12,901,743
Deferred Outflows-OPEB	12,265,394				12,265,394
Due from restricted funds	758,489				758,489
Prepaid expenses	178,398				178,398
Total assets	<u>\$ 273,474,343</u>	<u>\$ 1,914,065</u>	<u>\$ 5,709,589</u>	<u>\$ 1,180,315</u>	<u>\$ 282,278,312</u>
Liabilities:					
Accounts payable & accrued expenditures	\$ 5,142,489	\$	\$	\$	\$ 5,142,489
Accrued compensated absences	4,656,050				4,656,050
Student property deposits	569,217				569,217
Deferred Tuition and Fees	17,329,923				17,329,923
Deferred Inflows-Pension	5,316,218				5,316,218
Deferred Inflows-OPEB	30,477,642				30,477,642
Deferred Inflows-Leases	796,327				796,327
Net Pension Liability	33,105,265				33,105,265
Net OPEB Liability	70,636,060				70,636,060
Total liabilities	<u>\$ 168,029,191</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 168,029,191</u>
Fund balance:					
Beginning balance: September 1, 2023	\$ 39,175,922	\$ 1,807,420	\$ 5,618,681	\$ 737,296	\$ 47,339,319
Increase (decrease) in fund balance	<u>66,269,230</u>	<u>106,645</u>	<u>90,908</u>	<u>443,019</u>	<u>66,909,802</u>
Ending balance: December 31, 2023	<u>\$ 105,445,152</u>	<u>\$ 1,914,065</u>	<u>\$ 5,709,589</u>	<u>\$ 1,180,315</u>	<u>\$ 114,249,121</u>
Total liabilities and fund balance	<u>\$ 273,474,343</u>	<u>\$ 1,914,065</u>	<u>\$ 5,709,589</u>	<u>\$ 1,180,315</u>	<u>\$ 282,278,312</u>

**EL PASO COMMUNITY COLLEGE  
EDUCATION AND GENERAL  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2023**

	<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>			
Revenues:							
State Appropriations	\$ 40,675,854	\$ 40,675,854	\$	\$ 19,337,927	\$	\$ 21,337,927	48%
Fed Appr/Grants	785,604	785,604	30,772	208,840		576,764	27%
Tuition & fees	39,820,343	39,820,343	312,222	19,323,930		20,496,413	49%
Property tax	70,122,166	70,122,166	(20,314)	73,303,940		(3,181,774)	105%
Interest income	5,000,000	5,000,000	895,016	3,435,539		1,564,461	69%
Other income	1,750,223	1,750,223	198,408	428,806		1,321,417	25%
Total revenues	<u>\$ 158,154,190</u>	<u>\$ 158,154,190</u>	<u>\$ 1,416,104</u>	<u>\$ 116,038,982</u>	<u>\$ 0</u>	<u>\$ 42,115,208</u>	73%
Expenditures:							
Instruction	\$ 56,602,781	\$ 56,602,781	\$ 4,828,405	\$ 18,859,904	\$ 842,137	\$ 36,900,740	35%
Research	208,758	208,758	15,323	43,520	6,713	158,525	24%
Public service	5,455,954	5,455,954	277,502	1,073,757	412,904	3,969,293	27%
Academic support	18,963,097	18,963,097	1,429,845	5,849,809	961,311	12,151,977	36%
Student Services	11,327,180	11,327,180	672,457	2,578,681	373,378	8,375,121	26%
Institutional support	44,731,087	44,731,087	3,783,116	12,509,509	2,635,983	29,585,595	34%
Physical plant, operation & maintenance	13,257,078	13,257,078	709,743	3,883,284	3,175,957	6,197,837	53%
Total expenditures	<u>\$ 150,545,935</u>	<u>\$ 150,545,935</u>	<u>\$ 11,716,391</u>	<u>\$ 44,798,464</u>	<u>\$ 8,408,383</u>	<u>\$ 97,339,088</u>	35%
Transfers:							
TPEG	\$ 1,948,652	\$ 1,948,652	\$ (2,032)	\$ 653,173	\$	\$ 1,295,479	34%
Student Activities	524,906	524,906		230,066		294,840	44%
Athletics	1,833,868	1,833,868		787,220		1,046,648	43%
Plant fund	3,300,829	3,300,829		3,300,829		0	100%
Total transfers	<u>\$ 7,608,255</u>	<u>\$ 7,608,255</u>	<u>\$ (2,032)</u>	<u>\$ 4,971,288</u>	<u>\$ 0</u>	<u>\$ 2,636,967</u>	65%
Net increase/(decrease) in fund balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (10,298,255)</u>	<u>\$ 66,269,230</u>			

**EL PASO COMMUNITY COLLEGE  
STUDENT ACTIVITIES FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2023**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Balance Available</u>
Revenues:			
Student activity fee	\$ 475,906	\$ 231,456	\$ 244,450
Interest income		35,214	(35,214)
Other income		415	(415)
	<u>475,906</u>	<u>267,085</u>	<u>208,821</u>
Total revenues	\$ 475,906	\$ 267,085	\$ 208,821
Expenditures:			
Salaries & benefits	\$ 271,584	\$ 27,317	\$ 244,267
Supplies & services	179,322	106,539	72,783
Travel	13,000	25,144	(12,144)
Club support	12,000	1,440	10,560
	<u>475,906</u>	<u>160,440</u>	<u>315,466</u>
Total expenditures	\$ 475,906	\$ 160,440	\$ 315,466
Revenues over (under) expenditures:		\$ 106,645	
Increase (decrease) in fund balance		<u>\$ 106,645</u>	

**EL PASO COMMUNITY COLLEGE  
AUXILIARY ENTERPRISE FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2023**

Revenues:

Vehicle Registration	\$	355,572	
Bookstore Commissions		43,790	
Vending Commissions		21,732	
Pepsi Cola Commissions		20,342	
The Basil Garden Commissions		17,281	
GECU		15,232	
ATM Commissions		847	
A/R Returned Checks		608	
			\$ 475,404

Expenditures:

Staff Scholarships	\$	142,844	
Vehicle Registration Expense		114,489	
Memberships		70,766	
Bookstore/Cafeteria Utilities Expense		21,666	
Advocacy Expense		21,257	
Cafeteria Maint. Expenses		5,416	
Staff Educational Assistance		3,600	
Professional Staff Association		3,481	
Copy Machine Expenses		701	
Classified Staff Association		276	
			\$ 384,496

Revenues over (under) expenditures \$ 90,908

Increase (decrease) in fund balance \$ 90,908

**EL PASO COMMUNITY COLLEGE  
INTERCOLLEGIATE ATHLETICS FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2023**

Revenues:			
Athletic Fee	\$	787,220	
Interest Income		18,563	
Baseball Fund Raising		<u>90</u>	\$ 805,873
Expenditures:			
Baseball	\$	105,977	
Softball		94,419	
Cross Country		82,416	
Athletic Administration		<u>80,042</u>	\$ <u>362,854</u>
Revenues over (under) expenditures:			\$ 443,019
Increase (decrease) in fund balance			\$ <u><u>443,019</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT RESTRICTED FUNDS  
DECEMBER 31, 2023**

**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS  
BALANCE SHEET  
DECEMBER 31, 2023**

	<b><u>Total Other Restricted</u></b>	<b><u>Total Sponsored Programs</u></b>	<b><u>Current Restricted Funds</u></b>
Assets:			
A/R federal agencies	\$	\$ 585,770	\$ 585,770
A/R state agencies	2,146,520		2,146,520
A/R county/local agencies	261,682		261,682
A/R students		879,351	879,351
A/R other	2,000		2,000
Net OPEB Asset	<u>19,963</u>		<u>19,963</u>
 Total assets	 <u>\$ 2,430,165</u>	 <u>\$ 1,465,121</u>	 <u>\$ 3,895,286</u>
Liabilities & fund balance:			
Accounts payable	\$	\$ 5,139	\$ 5,139
A/P state agencies	3,325		3,325
A/P private	1,160		1,160
Due to unrestricted funds	(655,419)	1,413,908	758,489
Deferred income	1,388,038	46,074	1,434,112
Fund balance	<u>1,693,061</u>		<u>1,693,061</u>
 Total liabilities & fund balance	 <u>\$ 2,430,165</u>	 <u>\$ 1,465,121</u>	 <u>\$ 3,895,286</u>

**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS - OTHER  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2023**

	<b>Fund Balance 09/01/23</b>	<b>Revenues Additions</b>	<b>Expenditures Deductions</b>	<b>Fund Balance 12/31/23</b>
Gifts:				
Scholarships/donations	\$ 1,518,977	\$ 788,991	\$ 957,380	\$ 1,350,588
Clubs and Associations	309,804	31,934	19,228	322,510
Grants & contracts:				
State	19,963	2,095,000	2,095,000	19,963
Local	<u>          </u>	<u>452,396</u>	<u>452,396</u>	<u>0</u>
Total	<u>\$ 1,848,744</u>	<u>\$ 3,368,321</u>	<u>\$ 3,524,004</u>	<u>\$ 1,693,061</u>

**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2023**

	<u>Projected Budget</u>	<u>Current Month</u>	<u>Current Year</u>	<u>Project Year</u>	<u>Open Commitments</u>	<u>Balance Available</u>
Revenues:	\$ 99,838,471	\$ 381,155	\$ 23,982,285	\$ 70,213,304	\$ 678,945	\$ 28,946,222
Expenditures:						
<b>2017-2018</b>						
Early Alert Case Management FY 2018	\$ 520,245	\$	\$ 539	\$ 410,097	\$ 110,003	\$ 145
<b>2019-2020</b>						
USDOJ La Tuna HVAC & Welding Opt 2	112,875			107,136		5,739
<b>2020-2021</b>						
CCAMPIS 2021	367,872	12,534	26,704	74,939	121,359	171,574
DOL - Job Corps Scholars Programs	1,186,900		27,715	648,617		538,283
GREEN Advantage Emissary Program	185,474	3,893	14,707	114,928	7,000	63,546
<b>2021-2022</b>						
Emergency SEOG		(6,827)	(6,827)	(6,827)		6,827
DOE IREPO - Curriculum Development	536,583	5,102	5,102	384,973	49,190	102,420
DOE IREPO - Distance Learning Support	498,452	81	1,500	291,744		206,708
DOE IREPO - Dual Credit	206,958	10,425	41,817	204,511		2,447
DOE IREPO - IT	355,993		91,821	355,993		0
DOE IREPO - CBE Registrar	23,575		2,389	23,575		0
Contract Opportunity Center 2022	373,377			365,130		8,247
CCAMPIS 2022	382,127			21,556		360,571
DOE - Accelerate@EPCC Title V Yr 1	541,622	9,310	152,790	480,224	40,447	20,951
<b>2022-2023</b>						
Ft. Bliss EMT Training	114,544	395	5,753	108,113		6,431
Contract Opportunity Center 2023	500,567	31,035	125,884	355,360	8,618	136,589
SSS Prog. 2023	707,647	79	9,224	651,242		56,405
DOE - Accelerate@EPCC Title V YR 2	498,873	18,750	103,780	128,194	147,414	223,265
DOE HEP 2022 YR 2	474,785		1,297	474,785		0
DOE HEP 2023 YR 3	474,987	40,900	166,213	237,415	4,418	233,154
PELL 2022/2023	41,425,470	(4,307)	(4,512)	41,368,356		57,114
DOL - Susan Harwood Training Prog	160,000		5,251	159,846		154
<b>2023-2024</b>						
Rise to the Challenge Bridge 2023	264,380	14,016	52,925	52,925	52,017	159,438
USDOJ La Tuna Welding Prog. 2023	520,332					520,332
SSS Prog. 2024	735,953	45,790	170,478	170,478	10,920	554,555
DOE HEP 2023 YR 4	237,234					237,234
DOE CAMP 2023 YR 3	442,330	37,259	144,974	171,917	40,765	229,648
Federal Work-Study FY 2023/2024	848,776	29,032	53,190	53,190		795,586
SEOG 2023/2024	1,095,502		415,184	415,184		680,318
PELL 2023/2024	45,000,000	106,882	22,335,533	22,335,533		22,664,467
NSF - ATE Grant	349,990	5,246	6,813	22,129	4,778	323,083
DOE - Accelerate@EPCC Title V YR 3	535,048	11,337	11,337	11,337	81,016	442,695
DOL - Susan Harwood Training Prog	160,000	10,223	20,704	20,704	1,000	138,296
Total	\$ 99,838,471	\$ 381,155	\$ 23,982,285	\$ 70,213,304	\$ 678,945	\$ 28,946,222

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
LOAN FUNDS  
DECEMBER 31, 2023**

**EL PASO COMMUNITY COLLEGE  
LOAN FUNDS  
BALANCE SHEET  
DECEMBER 31, 2023**

	<u>Nursing</u>	<u>Other</u>	<u>Loan Fund</u>
Assets:			
Cash & pooled investments	\$ 1,370	\$ 1,669,134	\$ 1,670,504
Loans receivable (net)	<u>13,371</u>	<u>1,726,169</u>	<u>1,739,540</u>
Total assets	<u>\$ 14,741</u>	<u>\$ 3,395,303</u>	<u>\$ 3,410,044</u>
Liabilities and Fund Balance:			
Accounts payable general	\$	\$ 243	\$ 243
Nursing alumni loan fund		2,447	2,447
Emergency loan fund		3,348,137	3,348,137
Ed Alvarez emergency loan fund		5,000	5,000
Alternative Loans (Elm)		3,000	3,000
Direct Loan Program Subsidized		725	725
Direct Loan Program Unsubsidized		213	213
SGA Emergency Book Loan Program		35,538	35,538
Federal capital contribution	13,939		13,939
Institutional capital contribution	1,549		1,549
Interest collected	8,645		8,645
Investment income	10,568		10,568
Federal canceled reimbursement	1,320		1,320
Penalty collected	2,906		2,906
Principal cancelled	(19,001)		(19,001)
Collection cost	<u>(5,185)</u>		<u>(5,185)</u>
Total liabilities & fund balance	<u>\$ 14,741</u>	<u>\$ 3,395,303</u>	<u>\$ 3,410,044</u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
ENDOWMENT FUNDS  
DECEMBER 31, 2023**

**EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS  
BALANCE SHEET  
DECEMBER 31, 2023**

Assets:

Cash & Pooled Investments	\$ 32,870,084
Total assets	<u>\$ 32,870,084</u>

Fund Balance:

Fund Balance	\$ 830,405
Student Success Endowment:	
Fund balance temporarily restricted	2,039,679
Fund Balance	30,000,000
Total fund balance	<u>\$ 32,870,084</u>

**EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2023**

	<u>Fund Balance 09/01/23</u>	<u>Revenues Additions</u>	<u>Expenditures Deductions</u>	<u>Fund Balance 12/31/23</u>
Albert Horwitz	\$ 30,640	\$ 550	\$	\$ 31,190
Jose Cisneros	103,431	1,855		105,286
Amado Peña	104,508	1,874		106,382
Cecilia Ochoa Levine	32,950	591		33,541
Mack Quintana	55,847	1,709		57,556
Adair Margo	37,920	680		38,600
George W.S. Abbey	35,986	645		36,631
P. & B. Moreno Memorial	29,125	519	661	28,983
Lucy Scarbrough	38,212	685		38,897
Diane D. Rath	35,449	636		36,085
Bob Wingo	34,772	624		35,396
Raymond Paredes	33,451	600		34,051
María A. Peña	59,588	1,069		60,657
Michael W. Smith	38,156	684		38,840
Gerardo de los Santos	34,044	610		34,654
Augustine D. Gallego	28,067	503		28,570
James Vasquez	27,950	501		28,451
Diana S. Natalicio	27,827	499		28,326
Mark David Milliron	27,809	499		28,308
Student Success Endowment Fund	<u>31,475,260</u>	<u>564,420</u>	<u>        </u>	<u>32,039,680</u>
Total	<u>\$ 32,290,992</u>	<u>\$ 579,753</u>	<u>\$ 661</u>	<u>\$ 32,870,084</u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
PLANT FUNDS  
DECEMBER 31, 2023**

**EL PASO COMMUNITY COLLEGE  
PLANT FUNDS  
BALANCE SHEET  
DECEMBER 31, 2023**

	<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	\$ 47,689,054	\$ 1,543,979	\$ 33,889,355	\$	\$ 83,122,388
Property taxes receivable			32,558		32,558
Deferred Outflow-Bond Insurance Cost			214,785		214,785
Accrued interest			55,571		55,571
Land				13,702,218	13,702,218
Land improvements				21,249,067	21,249,067
Accum. Depr. - Land Improv./Infra				(12,575,263)	(12,575,263)
Buildings - EPCC				268,316,516	268,316,516
Buildings - federal				9,958,316	9,958,316
Construction in progress				3,215,255	3,215,255
Accum. Depr. - Buildings				(76,005,285)	(76,005,285)
Furniture & Equipment				15,374,987	15,374,987
Furniture & Equipment - federal				8,024,864	8,024,864
Accum. Depr. - Furniture & Equip.				(19,232,429)	(19,232,429)
Capital lease asset GASB 87				445,876	445,876
Capital lease asset GASB 96-SBITA				7,422,934	7,422,934
Accum. Depr. Leases GASB 87				(122,841)	(122,841)
Accum. Depr. Leases GASB 96 - SBITA				(4,084,681)	(4,084,681)
Library books EPCC				6,266,672	6,266,672
Library books - grant				63,151	63,151
Accum. Depr. - Library Books				(4,431,109)	(4,431,109)
Total assets	<u>\$ 47,689,054</u>	<u>\$ 1,543,979</u>	<u>\$ 34,192,269</u>	<u>\$ 237,588,248</u>	<u>\$ 321,013,550</u>
<b>Liabilities:</b>					
Accounts Payable - general	\$ 310	\$	\$	\$	\$ 310
Revenue bonds 2016				105,140,000	105,140,000
Unamortized Bond premium 2016				10,589,787	10,589,787
Revenue bonds 2017			1,992,501	6,062,501	8,055,002
Deferred Inflow-Gain on Bond Refunding			153,528		153,528
Accrued interest - Bonds			1,279,149		1,279,149
Capital lease obligation GASB 87				330,026	330,026
Capital lease obligation GASB 96 - SBITA				3,354,161	3,354,161
Total liabilities	<u>\$ 310</u>	<u>\$ 0</u>	<u>\$ 3,425,178</u>	<u>\$ 125,476,475</u>	<u>\$ 128,901,963</u>
<b>Fund balance:</b>					
Designated fund balance	\$ 47,688,744	\$ 1,543,979	\$ 30,767,091	\$	\$ 79,999,814
Invested in plant	\$	\$	\$	\$ 112,111,773	\$ 112,111,773
Total fund balance	<u>\$ 47,688,744</u>	<u>\$ 1,543,979</u>	<u>\$ 30,767,091</u>	<u>\$ 112,111,773</u>	<u>\$ 192,111,587</u>
Total liabilities & fund balance	<u>\$ 47,689,054</u>	<u>\$ 1,543,979</u>	<u>\$ 34,192,269</u>	<u>\$ 237,588,248</u>	<u>\$ 321,013,550</u>

**EL PASO COMMUNITY COLLEGE  
UNEXPENDED PLANT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2023**

	<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	12,536,199	12,536,199		1,582,301	1,582,301	10,953,898
2016 Revenue Bond Interest	9,841	9,841	9,841		9,841	0
Interest income	1,360,000	1,360,000		856,227	856,227	503,773
Total revenues	<u>\$ 17,096,869</u>	<u>\$ 17,096,869</u>	<u>\$ 9,841</u>	<u>\$ 5,629,357</u>	<u>\$ 5,639,198</u>	<u>\$ 11,457,671</u>
Expenditures:						
Intrafund transfers	\$ 12,536,199	\$ 12,536,199	\$	\$ 1,582,301	\$ 1,582,301	\$ 10,953,898
Interfund transfers	664,000	664,000		664,000	664,000	0
Repairs and rehabilitation	23,093,119	23,093,119		1,407,956	1,407,956	21,685,163
Equipment	6,768,829	6,768,829		394,160	394,160	6,374,669
2016 RB - Master Plan Phase I						
Buildings	94,446	94,446			0	94,446
Proj. Reserve Master Plan Phase I						
Furniture and Equipment	16,347	16,347			0	16,347
Total expenditures	<u>\$ 43,172,940</u>	<u>\$ 43,172,940</u>	<u>\$ 0</u>	<u>\$ 4,048,417</u>	<u>\$ 4,048,417</u>	<u>\$ 39,124,523</u>
Revenues over/(under) expenditures	\$ (26,076,071)	\$ (26,076,071)	\$ 9,841	\$ 1,580,940	\$ 1,590,781	
Beginning balance - September 1, 2023	46,097,963	46,097,963	84,605	46,013,358	46,097,963	
Ending balance - December 31, 2023	<u>\$ 20,021,892</u>	<u>\$ 20,021,892</u>	<u>\$ 94,446</u>	<u>\$ 47,594,298</u>	<u>\$ 47,688,744</u>	

**EL PASO COMMUNITY COLLEGE  
RENEWALS & REPLACEMENTS FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2023**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual</u>	<u>Total</u>	<u>Budget Balance Available</u>
Revenues:					
Transfer from unexpended plant funds	\$ 664,000	\$ 664,000	\$ 664,000	\$ 664,000	\$ 0
Transfer from unrestricted current funds	110,000	110,000	110,000	110,000	0
Transfer from auxiliary enterprises	75,000	75,000		0	75,000
Other Income	40,000	40,000		0	40,000
Interest income	60,000	60,000	32,054	32,054	27,946
Total revenues	<u>\$ 949,000</u>	<u>\$ 949,000</u>	<u>\$ 806,054</u>	<u>\$ 806,054</u>	<u>\$ 142,946</u>
Expenditures:					
Replacements and Renovations	\$ 1,991,622	\$ 1,991,622	\$ 304,697	\$ 304,697	\$ 1,686,925
Total expenditures	<u>\$ 1,991,622</u>	<u>\$ 1,991,622</u>	<u>\$ 304,697</u>	<u>\$ 304,697</u>	<u>\$ 1,686,925</u>
Revenues over (under) expenditures	\$ (1,042,622)	\$ (1,042,622)	\$ 501,357	\$ 501,357	
Beginning balance - September 1, 2023	<u>1,042,622</u>	<u>1,042,622</u>	<u>1,042,622</u>	<u>1,042,622</u>	
Ending balance - December 31, 2023	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,543,979</u>	<u>\$ 1,543,979</u>	

**EL PASO COMMUNITY COLLEGE  
DEBT RETIREMENT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2023**

	<b>Original Budget</b>	<b>Actual</b>				<b>Budget</b>
	<b>Debt Service</b>	<b>Revenue Bonds</b>	<b>G.O. Bonds 1975</b>	<b>Capital Leases</b>	<b>Total</b>	<b>Balance Available</b>
Revenues:						
Property tax interest	\$	\$	\$ 104	\$	\$ 104	\$ (104)
General use fees	8,800,000	6,960,016			6,960,016	1,839,984
Interest income	471,000	210,742			210,742	260,258
Intrafund transfers	8,991,982				0	8,991,982
Capital leases	52,783			4,752	4,752	48,031
Tuition	786,000	382,110			382,110	403,890
Total revenues	<u>\$ 19,101,765</u>	<u>\$ 7,552,868</u>	<u>\$ 104</u>	<u>\$ 4,752</u>	<u>\$ 7,557,724</u>	<u>\$ 11,544,041</u>
Expenditures:						
Bond principal	\$ 3,985,000	\$ 1,992,501	\$	\$	\$ 1,992,501	\$ 1,992,499
Bond interest	5,081,897	1,705,534			1,705,534	3,376,363
Capital lease interest expense	52,783			4,752	4,752	48,031
Intrafund transfers	8,991,982				0	8,991,982
Agents fee	5,800	1,000			1,000	4,800
Other bond costs	5,745	4,583			4,583	1,162
Amortization of bond insurance	11,304				0	11,304
Loss (gain) on bond refunding	(76,764)				0	(76,764)
Total expenditures	<u>\$ 18,057,747</u>	<u>\$ 3,703,618</u>	<u>\$ 0</u>	<u>\$ 4,752</u>	<u>\$ 3,708,370</u>	<u>\$ 14,349,377</u>
Revenues over/(under) expenditures	\$ 1,044,018	\$ 3,849,250	\$ 104	\$	\$ 3,849,354	
Beginning balance - September 1, 2023	<u>26,917,737</u>	<u>26,875,220</u>	<u>42,517</u>		<u>26,917,737</u>	
Ending balance - December 31, 2023	<u>\$ 27,961,755</u>	<u>\$ 30,724,470</u>	<u>\$ 42,621</u>	<u>\$ 0</u>	<u>\$ 30,767,091</u>	

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CUSTODIAL FUNDS  
DECEMBER 31, 2023**

**EL PASO COMMUNITY COLLEGE  
CUSTODIAL FUNDS  
BALANCE SHEET  
DECEMBER 31, 2023**

	<b><u>Custodial Funds</u></b>
Assets:	
Cash and cash equivalents	\$ 399,605
Total assets	\$ <u>399,605</u>
Liabilities:	
Accounts payable and other liabilities	\$ 0
Total liabilities	\$ <u>0</u>
Fund balance:	
Beginning balance: September 1, 2023	\$ 462,391
Increase (decrease) in fund balance	<u>(62,786)</u>
Ending balance: December 31, 2023	\$ <u>399,605</u>
Total liabilities & fund balance	\$ <u>399,605</u>

**EL PASO COMMUNITY COLLEGE  
CUSTODIAL FUNDS  
STATEMENT OF CHANGES IN FUND BALANCE  
FOR THE FOUR MONTHS ENDED DECEMBER 31, 2023**

	<b><u>Custodial Funds</u></b>
Additions:	
Miscellaneous	\$ <u>191,100</u>
Total additions	\$ <u>191,100</u>
Deductions:	
Scholarship payments to students	\$ <u>253,886</u>
Total deductions	\$ <u>253,886</u>
Net increase (decrease) in fund balance	\$ <u><u>(62,786)</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
TEMPORARY INVESTMENTS  
DECEMBER 31, 2023**

**PORTFOLIO SUMMARY  
EL PASO COMMUNITY COLLEGE  
DECEMBER 31, 2023**

PORTFOLIO	Book Value			Market Value		
	Beginning Balance	Change	Ending Balance	Beginning Balance	Change	Ending Balance
Pooled Investments	\$ 275,726,220	\$ 18,552,232	\$ 294,278,452	\$ 275,726,220	\$ 18,552,232	\$ 294,278,452
Debt Service Reserve Fund	12,173,057	53,713	12,226,770	12,173,057	53,713	12,226,770
Total Portfolio	<u>\$ 287,899,277</u>	<u>\$ 18,605,945</u>	<u>\$ 306,505,222</u>	<u>\$ 287,899,277</u>	<u>\$ 18,605,945</u>	<u>\$ 306,505,222</u>

Effective yield for December 31, 2023 = 5.3497%

Benchmark: Average 13-week T-Bill rate for December = 5.2575%

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.

Fernando Flores, CPA  
Interim Vice President  
Financial & Administrative Operations



Ana P. Zúñiga, CPA  
Interim Associate Vice President  
Budget & Financial Services



**EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
DECEMBER 31, 2023**

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Pooled Investments</b>	TexPool	\$ 165,631,230.02	5.3694	31	11/30/23	12/31/23	\$	\$ 773,021.05
	Texas Daily	109,037,885.68	5.3800	31	11/30/23	12/31/23		497,869.97
	Wells Fargo	1,057,104.19	1.1500	1	11/28/23	11/29/23		33.77
Balance 12/1/2023		\$ 275,726,219.89					\$ 2,476,593.32	\$ 1,270,924.79
	TexPool	\$ 30,111,794.08	5.3694	31	11/30/23	12/31/23	\$ 750,999.84	\$ 0.00
	Texas Daily	481,044.80	5.3800	31	11/30/23	12/31/23	481,044.80	0.00
	Wells Fargo	38,713,908.14	1.1500	31	11/28/23	12/29/23	3,307.59	1,591.80
Purchases & Transfers in December 2023		\$ 69,306,747.02					\$ 1,235,352.23	\$ 1,591.80
	TexPool	\$ 12,025,000.00	5.3694	31	11/30/23	12/31/23	\$	\$ 0.00
	Wells Fargo	38,729,514.60	1.1500	31	11/28/23	12/29/23		0.00
Maturities & Transfers in December 2023		\$ 50,754,514.60					\$ 0.00	\$ 0.00
Balance 12/31/2023		\$ 294,278,452.31					\$ 3,711,945.55	\$ 1,272,516.59
<b>Revenue Bond</b>								
Balance 12/1/2023							\$ 9,841.01	
Balance 12/31/2023		\$ 0.00					\$ 9,841.01	\$ 0.00

**EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
DECEMBER 31, 2023**

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Debt Reserve</b>	TexPool	\$ 2,053,176.66	5.3694	31	11/30/23	12/31/23	\$	\$ 9,363.04
	Texas Daily	10,119,880.62	5.3800	31	11/30/23	12/31/23		46,207.65
Balance 12/1/2023		\$ 12,173,057.28					\$ 101,458.96	\$ 55,570.69
	TexPool	\$ 9,066.24	5.3694	31	11/30/23	12/31/23	\$ 9,066.24	\$ 0.00
	Texas Daily	44,646.10	5.3800	31	11/30/23	12/31/23	44,646.10	0.00
Purchases & Transfers in December 2023		\$ 53,712.34					\$ 53,712.34	\$ 0.00
Balance 12/31/2023		\$ 12,226,769.62					\$ 155,171.30	\$ 55,570.69
All Funds		\$ 306,505,221.93					\$ 3,876,957.86	\$ 1,328,087.28

## 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) G (Community and Governmental Relations)	_____ <b>New</b> _____ <b>X</b> <b>Revision</b>	
<b>Action:</b> _____ <b>X</b> _____ For Adoption ( _____ <b>X</b> _____ 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><b>DIAA (FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION – SEX AND SEXUAL VIOLENCE).</b> Reflects a change in the College District individual identified to receive complaints alleging a violation of law. The Board of Trustees approved the last revision to this policy in February 2022.</p> <p><b>DIAB (FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION – OTHER PROTECTED CHARACTERISTICS).</b> 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 last revision to this policy in August 2023.</p> <p><b>FFDB (FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION – OTHER PROTECTED CHARACTERISTICS).</b> 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 last revision to this policy in August 2023.</p> <p><b>GCB (PUBLIC INFORMATION PROGRAM – REQUESTS FOR INFORMATION).</b> Reflects a change in the individual identified as the College District's contact for public information requests. Also includes TASB recommended revisions addressing HB 3033, which permits a college to designate up to 10 Nonbusiness Days each calendar year for the purpose of complying with the PIA. The Board of Trustees approved the last revision to this policy in February 2022.</p>		
<b>Recommendation:</b> Approval by the Board of Trustees.		

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
SEX AND SEXUAL VIOLENCE

DIAA  
(LOCAL)

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**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.

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**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.

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
SEX AND SEXUAL VIOLENCE

DIAA  
(LOCAL)

*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

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
SEX AND SEXUAL VIOLENCE

DIAA  
(LOCAL)

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.

**Reporting Procedures**

**Reporting by  
Alleged Victim**

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.

An employee who believes that the employee has experienced prohibited conduct may report the alleged acts to the employee's 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.

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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

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

Title IX Coordinator: ~~Ms. Audry Ortegon, Executive Director of Employee Relations and Compliance~~  
Ms. Malena Field, Interim AVP Human Resource Management & Compliance

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

Telephone: ~~(915) 831-6373~~ (915) 831-6458

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

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	<p>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.</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 Title IX coordinator or designee shall reduce the report to written form.</p>
Initial Assessment	<p>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.</p> <p>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.</p>
<i>Request Not to Investigate</i>	<p>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.</p> <p>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.</p>
Formal Complaint	<p>To be considered a formal complaint under Title IX, the complainant or the Title IX coordinator must sign the written report.</p>
Notice to Parties	<p>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.</p> <p>If the allegations are subsequently amended, the College District shall provide an updated notice reflecting the new allegations.</p>

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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 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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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**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 law, to the complainant and the respondent promptly following receipt. The parties shall be given ten days to respond to the report.

**College District Action**

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.

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.

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.

Disciplinary or Corrective Action

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.

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.

Examples of disciplinary or corrective action may include:

- Implementing the disciplinary measures described in DH and the DM series for employees or FM for students;
- Providing a training program for those involved in the complaint;

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- Providing a comprehensive education program for the College District community;
- 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.

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<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>
Examples	Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.
<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.
Discipline or Corrective Action	
<i>Employees</i>	
Suspension	
Without Pay or	
Termination of	
Contract	
<i>Other Action</i>	
Employee	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

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	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.

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<sup>1</sup> Title IX Coordinator email: <mailto:aortego3@epcc.edu>  
[mfield5@epcc.edu](mailto:mfield5@epcc.edu)

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<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)

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
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**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.

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**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.

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**Retaliation**

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

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

**Examples**

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

**Prohibited Conduct**

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

**Reporting  
Procedures**

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

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

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

**Definition of College  
District Officials**

ADA / Section 504  
Coordinator

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

Name: ~~Ms. Audry Ortegon~~ Ms. Malena Field

Position: ~~Executive Director of Employee Relations and Compliance~~ Interim AVP Human Resource Management & Compliance

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

Telephone: ~~(915) 831-6373~~ (915) 831-6458

**Other Anti-  
discrimination Laws**

The College President or designee shall serve as coordinator for purposes of College District compliance with all other antidiscrimination laws.

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**Alternative  
Reporting  
Procedures**

An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the ADA/Section 504 coordinator, may be directed to the College President or designee.

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

**Timely Reporting**

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the College District's ability to investigate and address the prohibited conduct.

**Notice of Report**

Any College District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate College District official listed above and take any other steps required by this policy.

**Investigation of the  
Report**

The College District may request, but shall not insist upon, a written report. If a report is made orally, the College District official shall reduce the report to written form.

Upon receipt or notice of a report, the College District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

If the College District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the College District official shall refer the complaint for consideration under the appropriate policy.

If appropriate, the College District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

The investigation may be conducted by the College District official or a designee or by a third party designated by the College District, such as an attorney. When appropriate, the supervisor shall be involved in or informed of the investigation.

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

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**Concluding the Investigation**

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.

**College District Action**

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

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

**Confidentiality**

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

**Appeal**

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

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

**Records Retention**

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

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

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

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**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.

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**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.

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<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>	<p>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.</p> <p>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]</p>
Responsible Employee	<p>For purposes of this policy, a “responsible employee” is an employee:</p> <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> <p>The College District designates the following persons as responsible employees: any instructor, any administrator, or any College District official defined below.</p>

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**Definition of College  
District Officials**

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

ADA / Section 504  
Coordinator

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The College District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: ~~Ms. Audry Ortega~~ Ms. Malena Field

Position: ~~Executive Director of Employee Relations and Compliance~~ Interim AVP Human Resource Management & Compliance

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

Telephone: ~~(915) 831-6373~~ (915) 831-6458

Other Anti-  
discrimination Laws

The College President or designee shall serve as coordinator for purposes of College District compliance with all other antidiscrimination laws.

**Alternative  
Reporting  
Procedures**

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the ADA/Section 504 coordinator, may be directed to the College President.

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

**Timely Reporting**

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the College District's ability to investigate and address the prohibited conduct.

**Investigation of the  
Report**

The College District may request, but shall not require, a written report. If a report is made orally, the College District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the College District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official shall immediately authorize or undertake an investigation, except as provided below at Criminal Investigation.

If the College District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
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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.

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**College District  
Action**

**Prohibited Conduct**

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].

*Corrective Action*

Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the College District community, counseling for the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving students in efforts to identify problems and improve the College District climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the College District's policy against discrimination and harassment.

**Improper Conduct**

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

**Confidentiality**

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

**Appeal**

A party who is dissatisfied with the outcome of the investigation may appeal through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members] A party shall be informed of his or her right to file a complaint with the U.S. Department of Education Office for Civil Rights.

**Records Retention**

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

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

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

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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.

PUBLIC INFORMATION PROGRAM  
REQUESTS FOR INFORMATION

GCB  
(LOCAL)

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 and Compliance Department, P.O. Box 20500, El Paso, TX 79998 Attn: ~~Ms. Audry Ortegon~~ Ms. Malena Field; or
3. Email at ~~aortego3@epcc.edu~~ mfield5@epcc.edu.

**Nonbusiness Days**

The College President may designate a day on which the College District's administrative offices are closed or operating with minimal staffing as a nonbusiness day for purposes of compliance with the PIA. The College President may designate at most 10 nonbusiness days each calendar year.

**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 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> B (Local Governance) C (Business and Support Services)	<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	
<p><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.</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>As part of Local Manual Update 46, TASB recommends adoption of the attached Local Policies based on the rationale below.</p> <p><b>BBD (BOARD MEMBERS: ORIENTATION AND TRAINING).</b> Revisions to this local policy address HB 3033, which requires board members to complete Public Information Act Training if the attorney general determines the college failed to comply with the Public Information Act (PIA). The revisions clarify that the existing delegation of the responsibility to take the PIA training to the public information coordinator only applies to the training requirement applicable to board members shortly after they are elected or appointed. Additional recommended changes have been made to conform to TASB style.</p> <p><b>BBI (BOARD MEMBERS: TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS).</b> In the Note, a cross reference to CS, which covers Information Security, has been recommended.</p> <p><b>CU (RESEARCH).</b> This new recommended local policy addresses SB 1565, which requires a community college board to establish a policy framework promoting Research Security while mitigating foreign espionage and interference risks. The bill also requires the board to designate a research security officer. The research security officer reflected in the policy was submitted by the college.</p> <p><b>Recommendation:</b>     Review and comment by the Board of Trustees.</p>	

BOARD MEMBERS  
ORIENTATION AND TRAINING

BBD  
(LOCAL)

**Orientation**

The Board and the ~~College President~~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:

1. Selected materials on the responsibilities of being a contributing member of the Board.
2. Material pertinent to meetings and an explanation of its use.
3. Invitations to meet with the ~~College President~~College President and other administrative personnel designated by the ~~College President~~College President to discuss services the administration performs for the Board.
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.
5. Information regarding appropriate meetings and workshops.
6. A formal orientation on legal and budgetary oversight responsibilities of the Board.
7. Other information and activities as the Board or the ~~College President~~College President deems useful in fulfilling the role of Board member.

**Annual Training Plan**

The ~~College President~~College President shall work with the Board to develop and implement an annual plan to address the training needs of Board members.

**Cybersecurity  
Training**

The ~~College President~~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~~The College President may remove access to the College District's computer systems and databases for noncompliance with training requirements as appropriate.

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

BOARD MEMBERS  
ORIENTATION AND TRAINING

BBD  
(LOCAL)

**Public Information  
Coordinator Act  
Training**

~~The College  
President~~After  
Election or  
After a Violation  
Appointment

The College President or designee shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the Public Information Act (PIA) training specified by Government Code 552.012- to be completed no later than the 90th day after the member takes the oath of office.

A Board member who receives written notice from the attorney general that the member must complete the PIA training described by Section 552.012 following the College District's failure to comply with a PIA requirement shall complete the training within the time-lines described in law.

BOARD MEMBERS  
TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS

BBI  
(LOCAL)

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**Note:** For employee, student, and community use of College District technology resources, see CR. [For information security, see CS.](#)

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**Technology Resources**

For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.

*Availability of Access*

Access to the College District’s technology resources, including the internet, shall be made available to Board members primarily for official duties and in accordance with administrative regulations.

*Limited Personal Use*

Limited personal use of the College District’s technology resources shall be permitted if the use:

1. Imposes no tangible cost on the College District; and
2. Does not unduly burden the College District’s technology resources.

*Acceptable Use*

A Board member shall be required to acknowledge receipt and understanding of the user agreement governing use of the College District’s technology resources and shall agree in writing to allow monitoring of his or her use. Noncompliance may result in suspension of access or termination of privileges. Violations of law may result in criminal prosecution.

*Monitored Use*

Electronic mail transmissions and other use of the College District’s technology resources by a Board member shall not be considered private. ~~The College President~~ [The College President](#) or designee shall be authorized to monitor the College District’s technology resources at any time to ensure appropriate use.

*Disclaimer of Liability*

The College District shall not be liable for a Board member’s inappropriate use of technology resources, violations of copyright restrictions or other laws, mistakes or negligence, or costs incurred. The College District shall not be responsible for ensuring the availability of the College District’s technology resources or the accuracy, appropriateness, or usability of any information found on the internet.

**Records Retention**

A Board member shall retain electronic records, whether created or maintained using the College District’s technology resources or using personal technology resources, in accordance with the College District’s record management program. [See BBE, CIA, and GCB]

<b>Research Security</b>	The College District shall promote the security of the College District's academic research so as to achieve the highest level of compliance with applicable ethical, legal, regulatory, contractual, and College District standards and requirements for securing and protecting the College District's research portfolios.
Research Security Officer	<p>The director of institutional research shall serve as the research security officer (RSO) and shall be responsible for administering the College District's research security program consistent with law, this policy, and associated administrative procedures. The RSO shall maintain classified information, maintain controlled unclassified information, conduct foreign influence reporting, maintain the export control program, and coordinate the National Security Presidential Memorandum 33 (NSPM-33) requirements. The RSO shall also be the point of contact for communication with federal and state agencies on research security matters.</p> <p>The RSO shall attend the annual academic security and counter exploitation program seminar offered by Texas A&amp;M University.</p>
Research Security Program	The RSO shall develop, administer, and annually review and approve a research security program designed in accordance with law and applicable standards to address the security of College District research against unauthorized disclosure or foreign interference. The program shall include procedures for risk assessment and mitigation, research security awareness education for employees when hired and periodically thereafter, and advising College District employees and officials on research security practices.

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

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**Leave  
Administration**

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

**Definitions**

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.

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

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

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

**Staff Member**

**The term “staff member” shall mean a classified, professional, or administrative staff member employed by the College District on a full-time basis.**

Academic Year

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

Catastrophic Illness  
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee, the employee’s spouse, or the employee’s son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee

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stands *in loco parentis*, that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the College District.

**Earning Leave**

An employee shall not earn any form of paid leave when the employee is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

Paid leave time is not charged by the contract hour for full-time faculty but by the equivalent of regular time lost from the normal 40-hour workweek.

**Deductions**

Leave Without Pay

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

Leave Proration

*Employed for  
Less Than Full  
Year*

If an employee separates from employment with the College District before the employee's last scheduled workday, or begins employment after the first scheduled workday, paid leave shall be prorated based on the actual time employed.

*Employed for Full  
Year*

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

**Medical Certification**

An employee shall submit medical certification of the need for leave if:

1. The employee is absent ~~more than~~ three **or more** consecutive workdays because of personal illness or illness in the immediate family;
2. The College District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or College President;
3. The employee requests FMLA leave for the employee's serious health condition; for a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave; or
4. The employee requests a workplace accommodation due to a condition that renders the employee "disabled."

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

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**Sick Leave**

Each full-time employee shall earn eight hours of paid sick leave per month in accordance with administrative regulations.

Sick leave **for full-time employees** shall accumulate to a maximum of 960 hours (120 days).

Sick leave **for full-time employees** may only be used after it has accrued, ~~with usage being limited to ten days per 12-month period. Exceptions to this ten-day limit may be granted on a case-by-case basis.~~

**Each part-time employee shall be entitled to sixteen hours of paid sick leave per fiscal year, which shall vest in its entirety on the first day of the fiscal year and which can be used only for scheduled work days. Sick leave for part-time employees is non-cumulative and must be used in the fiscal year in which it is accrued.**

Sick leave shall only be used after any applicable compensatory time has been exhausted for the following:

1. Illness, injury, or disability of the employee.
2. Illness, injury, or disability of a member of the employee's immediate family. **Death of a member of the employee's immediate family.**
3. Family emergency.
4. Birth or placement of a child when taken within the first year after the child's birth, adoption, or foster placement.
5. Donation to the College District's sick leave pool.
6. Medical or dental appointments, subject to prior supervisory approval.

~~An employee may only use up to ten days of sick leave per twelve-month period to care for the employee's parent, step-parent, parent-in-law, other individual who stands in loco parentis to the employee, sibling, stepsibling, sibling-in-law, grandparent, grandchild, or adult child. Exceptions to this ten-day limit may be granted on a case-by-case basis.~~

During academic breaks, full-time employees remain eligible to use sick leave to cover absences occurring while working on a supplemental assignment. Sick leave may be used in increments of no less than one-half day (four hours) per occasion. Exceptions to this usage limitation may be granted on a case-by-case basis.

**Sick Leave Pool**

A full-time employee who has exhausted all paid leave as well as applicable compensatory time and who suffers from a catastrophic

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illness or injury or is absent due to a catastrophic illness or injury may apply to withdraw additional sick leave from the College District's sick leave pool, which College District employees may donate sick leave to for use by the eligible employee.

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

1. Procedures to request the contribution of time and the withdrawal of time from the College District's sick leave pool;
2. The maximum number of days an employee may donate to the College District's sick leave pool; and
3. The maximum number of days an eligible employee may withdraw from the College District's sick leave pool.

Appeal

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

Leave for Certain  
Law Enforcement  
and EMS Personnel

Mental Health  
Leave ~~for Peace  
Officers~~

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

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

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

Quarantine Leave  
~~for Peace Officers  
and Emergency  
Medical  
Technicians~~

A College District peace officer or an emergency medical technician on staff shall be granted quarantine leave when ordered by the local health authority or the person's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance

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with administrative regulations and shall not be deducted from the employee's pay or leave balance.

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

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

**Line of Duty  
Illness or Injury  
Leave**

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

**Family and Medical  
Leave**

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

**Twelve-Month  
Period**

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

**Combined Leave for  
Spouses**

When both spouses are employed by the College District, the College District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The College District shall limit military caregiver leave to a combined total of 26 weeks.

**Intermittent or  
Reduced Schedule  
Leave**

The College District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

**Certification of  
Leave**

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

**Fitness-for-Duty  
Certification**

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

**Personal Leave**

Each full-time employee shall earn two days (16 hours) of paid leave per fiscal year to conduct personal business in accordance with administrative regulations.

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	<p>A newly hired full-time employee who starts on or after March 1 shall earn one day of paid leave during the employee's first fiscal year to conduct personal business in accordance with administrative regulations.</p> <p>Personal leave shall be noncumulative. A full-time employee who separates from employment with the College District shall not be eligible for payment for unused personal leave under this policy.</p>
Request for Personal Leave	<p>The employee shall submit a written request for use of personal leave to the employee's immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or College District operations.</p>
<b>Vacation Leave</b>	<p>Each full-time classified staff employee shall earn paid vacation days based on the following schedule:</p> <ul style="list-style-type: none"><li>• 1 through 60 months of service: 8 hours per month (12 days per year).</li><li>• 61 through 120 months of service: 10 hours per month (15 days per year).</li><li>• 121 through 180 months of service: 12 hours per month (18 days per year).</li><li>• 181 or more months of service: 13.3 hours per month (20 days per year).</li></ul> <p>Each full-time administrative or professional support staff employee shall earn 13.33 hours of paid vacation per month.</p> <p>Vacation leave shall accumulate to a maximum of 320 hours (40 days). <b>Accrual of vacation beyond the maximum vacation allowance (40 days) requires written approval of the appropriate vice president, up to a maximum of an additional five (5) days for a total of 45 days.</b> Employees may use vacation time when five or more days have been accrued.</p>
Request for Vacation Leave	<p>The employee shall submit a written request for use of vacation leave to the employee's immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny vacation leave, the supervisor or designee shall consider the effect of the employee's absence on the educational program or College District operations.</p>

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DEC  
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**Leave of Absence  
Without Pay**

Any full-time employee may apply for a leave of absence without pay. The employee shall submit a written request for a leave of absence without pay to the employee's immediate supervisor. Requests for a leave of absence without pay may be granted if appropriate, but the amount of leave granted, if any, will be determined on a case-by-case basis and will depend on the particular circumstances of each request.

**Development Leave**

A faculty member [see definition at DEC(LEGAL)] may be granted professional development leave for study, research, writing, field observations, or other suitable purpose.

For information and requirements regarding when a staff member may be granted professional development leave, please see Development Leaves of Absence for Staff Members.

**Eligibility**

To qualify for development leave, a qualified employee must serve at least three consecutive academic years. Additional years of service may be required based on the type of development leave requested.

**Application**

To be granted development leave for the subsequent academic year, a faculty member must apply to the College President by March 1 on a signed and dated form created by the administration. The application shall contain:

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

**Approval Procedure**

A development leave committee shall be elected annually from the general faculty membership on a date determined by the College President to be no later than the application deadline. The committee shall be composed of ~~ten~~ 10 members and shall elect a chair

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during the first meeting. The chair shall be responsible for scheduling and presiding over each meeting of the committee.

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

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

Duration and  
Compensation

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

*Exception*

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

Outside  
Employment

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

Return to Work

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

Report

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

**Bereavement Leave**

All full-time **and part-time** employees shall be granted up to three days of paid bereavement leave **for scheduled work days** upon the death of a member of the employee's immediate family [see Definitions, above]. Bereavement leave shall be noncumulative.

Full-time employees under supplemental assignments during an academic break shall remain eligible for bereavement leave.

**Military Leave**

**See DECB (Legal)**

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Workers'  
Compensation**

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

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

**Paid Leave Offset**

The College District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. An eligible employee may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. [See CKE]

**Court Appearances**

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the College District and shall not be deducted from the employee's pay or leave balance. Part-time staff employees are not eligible for paid leave.

Full-time employees under supplemental assignments during an academic break shall remain eligible for leave.

**Payment for  
Accumulated Leave  
Upon Separation**

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

An employee who separates from employment with the College District shall be eligible for payment for unused sick leave and vacation leave under the following conditions:

1. The employee provides advance written notice of intent to separate from employment. Non-contract employees must provide written notice at least two weeks before the last day of employment. Full-time regular classified staff employees are expected to give at least two weeks' notice. Administrative and professional support staff employees and faculty members are expected to give at least four weeks' notice.
2. For sick leave, the employee has at least five years of continuous full-time service with the College District. There is no service requirement for vacation leave.

The employee shall receive payment for each day of accumulated sick leave and vacation leave at the following rates established by the Board:

1. Eligible employees shall be entitled to receive payment for 100 percent of accrued, unused vacation leave that is certified and approved by the College District.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

2. Eligible employees shall be entitled to receive payment for ~~ten~~ 10 percent of accrued, unused sick leave that is certified and approved by the College District.
3. The estate of a deceased employee is entitled to receive payment for 50 percent of the deceased employee's accrued, unused sick leave for the first 160 hours remaining in the deceased employee's sick leave balance. If the deceased employee had five years of continuous eligible full-time service with the College District, the estate of the deceased employee is entitled to receive payment for ~~ten~~ 10 percent of any remaining sick leave in the deceased employee's balance.
4. Personal leave will not be paid upon separation from employment with the College District.

If the employee is reemployed with the College District, days for which the employee received payment shall not be available to that employee.

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

Exhibit 3.1  
Full-Time Institutionally-Funded Actions

Revision 1/31/24

**Akhtar, Zaira**

Program Assistant  
Classified Staff  
Contract Opportunities Center  
Temporary Status  
01/01/24 – 08/31/24  
Grade D  
Extension of Appointment

**Field, Maria**

Interim Associate Vice President, Human  
Resources Management & Compliance  
Administrator  
Human Resources Management & Compliance  
Temporary Status  
02/01/24 – 08/31/24  
Grade F  
Extension of Appointment

**Auckland, Bertha**

Lab Assistant III  
Classified Staff  
Health, Career & Technical Education, Math &  
Science  
02/05/24 – 08/31/24  
Grade E  
Competitive Appointment  
(New Position)

**Fierro, Kayla**

Testing Services Clerk  
Classified Staff  
Testing Services  
02/05/24 – 08/31/24  
Grade C  
Competitive Appointment  
(Replacement Action)

**Cardoza, Stephanie**

Peace Officer I  
Classified Staff  
Police Department  
02/05/24 – 08/31/24  
Grade D  
Competitive Appointment  
(Replacement Action)

**Flores, Raquel**

Testing Services Clerk  
Classified Staff  
Testing Services  
02/05/24 – 08/31/24  
Grade C  
Competitive Appointment  
(Replacement Action)

**Escareno, Cristina**

Testing Services Clerk  
Classified Staff  
Testing Services  
02/05/24 – 08/31/24  
Grade C  
Competitive Appointment  
(Replacement Action)

**Franco, Carlos**

Instructor  
Faculty  
Fire Technology  
Temporary (Lecturer) Status  
01/08/24 – 05/11/24  
Grade A/5  
Noncompetitive Appointment  
(Replacement Action)

Exhibit 3.1  
Full-Time Institutionally-Funded Actions

Revision 1/31/24

**Medeles, Kristie**

Instructor  
Faculty  
Nursing  
Temporary (Lecturer) Status  
11/15/23 – 05/11/24  
Grade C/3  
Noncompetitive Appointment  
(Replacement Action)

**Montoya, Cecilia**

Administrative Associate  
Classified Staff  
Testing Services  
02/05/24 – 08/31/24  
Grade E  
Competitive Appointment  
(Replacement Action)

**Mendoza, Alejandra**

Program Manager for Project HIGHER  
Professional Staff  
Center for Students with Disabilities  
02/05/24 – 08/31/24  
Grade D  
Competitive Appointment  
(Replacement Action)

**Montoya, Edmundo**

Manager, Career & Transfer Services  
Professional Staff  
Career & Transfer Services  
02/05/24 – 08/31/24  
Grade D  
Competitive Appointment  
(Replacement Action)

**Mireles, Valerie**

Clinical Service Provider  
Professional Staff  
Instruction & Student Success  
Temporary Status  
01/01/24 – 03/31/24  
Grade G  
Extension of Appointment

**Munoz, Eduardo**

Manager, Student Technology Services  
Professional Staff  
Dual Credit & Early College High School  
02/05/24 – 08/31/24  
Grade C  
Competitive Appointment  
(Replacement Action)

**Montgomery, Melenna**

Academic Tutor- Writing  
Classified Staff  
English Department  
02/05/24 – 08/31/24  
Grade C  
Competitive Appointment  
(New Position)

**Murphy, Melissa**

Procurement Specialist  
Professional Staff  
Contract Opportunities Center  
Temporary Status  
01/01/24 – 08/31/24  
Grade C  
Extension of Appointment

Exhibit 3.1  
Full-Time Institutionally-Funded Actions

Revision 1/31/24

**Rivas, Nadia**

Director, Student Leadership & Campus Life  
Administrator  
Student Leadership & Campus Life  
02/05/24 – 08/31/24  
Grade C  
Competitive Appointment  
(Replacement Action)

**Salcedo, Alicia**

Administrative Associate  
Classified Staff  
Contract Opportunities Center  
Temporary Status  
01/01/24 – 08/31/24  
Grade E  
Extension of Appointment

**Rodriguez, Janeth**

Instructor  
Faculty  
Biology  
Temporary (Lecturer) Status  
01/08/24 – 05/11/24  
Grade C/1  
Noncompetitive Appointment  
(Replacement Action)

**Tellez, Laura**

Director, Budget  
Administrator  
Budget Office  
02/01/24 – 06/30/24  
Grade D  
Temporary Increase in Responsibilities (10%)

**Roman, Israel**

Instructor  
Faculty  
Physical Therapist Assistant  
Temporary (Lecturer) Status  
01/08/24 – 05/11/24  
Grade A/5  
Noncompetitive Appointment  
(Replacement Action)

**Zuniga, Ana**

Interim Associate Vice President, Budget &  
Financial Services  
Administrator  
Budget & Financial Services  
Temporary Status  
02/01/24 – 08/31/24  
Grade F  
Extension of Appointment

**Ruiz, Ana**

Campus Coordinator, Testing Services  
Professional Staff  
Testing Services  
02/05/24 – 08/31/24  
Grade C  
Competitive Appointment  
(Replacement Action)

Exhibit 3.2  
Full-Time Externally-Funded Actions

**Armendariz, Pablo**

Director, Contract Opportunities Center  
Administrator  
Contract Opportunities Center  
Department of Defense  
Temporary Status  
01/01/24 – 03/31/24  
Grade C  
Extension of Appointment

**Mosholder, Elke**

Procurement Specialist  
Professional Staff  
Contract Opportunities Center  
Department of Defense  
Temporary Status  
01/01/24 – 03/31/24  
Grade C  
Extension of Appointment

**Chacon, Daniel**

Procurement Specialist  
Professional Staff  
Contract Opportunities Center  
Department of Defense  
Temporary Status  
01/01/24 – 03/31/24  
Grade C  
Extension of Appointment

**Vasquez, Raymundo**

Program Manager, Workforce Strategic  
Initiatives  
Professional Staff  
Workforce Strategic Initiatives  
Shell Grant  
Temporary Status  
12/01/23 – 01/31/24  
Grade D  
Extension of Appointment

**Gutierrez, Keith**

Procurement Specialist  
Professional Staff  
Contract Opportunities Center  
Department of Defense  
Temporary Status  
01/01/24 – 03/31/24  
Grade C  
Extension of Appointment

**Lozova, Raquel**

Administrative Assistant  
Classified Staff  
Contract Opportunities Center  
Department of Defense  
Temporary Status  
01/01/24 – 03/31/24  
Grade D  
Extension of Appointment

Exhibit 3.3  
Information Items  
(No Action Required)

Resignations:

**Amato, Andrea**

Instructor  
Nursing  
12/15/23

**Gardea, Yvonne**

Counselor  
Counseling  
12/15/23

**Jurado, Ramon**

Maintenance Worker II  
Physical Plant  
12/31/23

**Moreno, Daniela**

Academic Tutor  
Student Success  
12/31/23

**Ortegon, Audry**

Executive Director, Employee Relations &  
Compliance  
Employee Relations  
01/02/24

**Sanchez Tidwell, Blanca**

Financial Aid Coordinator, Student Aid  
Programs  
Financial Aid Programs  
12/31/23

**Talavera, Richard**

Campus Maintenance Technician  
Physical Plant  
12/31/23

Retirements:

**Arriola, Hector**

Manager, Pre-testing, Retesting, Educational  
Program  
Pre-testing, Retesting, Educational Program  
12/31/23

**Bahena, Richard**

Instructor  
Fire Technology  
12/31/23

**Castro, Maria**

Institutional Research Specialist  
Institutional Research  
01/31/24

**Chavez, Rene**

Counselor  
Dual Credit and Early College High School  
12/31/23

**Hernandez, Emma**

Finance Coordinator  
Instruction & Workforce Education  
01/31/24

**Lopez, Hortencia**

Program Student Advisor  
Student Support Services Program  
12/31/23

**Marquez, Juana**

Student Services Assistant  
Counseling  
12/31/23

**Mejia, Sandra**

Senior Administrative Associate  
Foundation  
12/31/23

Exhibit 3.3  
Information Items  
(No Action Required)

Retirements (cont.):

**Mendoza, Efrain**

Budget Analyst  
Budget Office  
12/31/23

**Montano, Cristobal**

Academic Computing Services Supervisor  
Open Computer Labs  
12/31/23

**Morrow, Robert**

Senior Programmer Analyst  
Enterprise Resource Planning  
12/31/23

**Ochoa, Victoria**

Instructor  
Biology  
12/31/23

**Ornelas, Alfredo**

Senior Programmer Analyst  
Enterprise Resource Planning  
12/31/23

**Pacheco, Elvia**

Executive Office Manager  
Student & Enrollment Services  
12/31/23

**Parra, Eva**

Administrative Associate  
Communications & Performing Arts  
12/31/23

**Payne, Pamela**

Executive Assistant to the President & Board  
of Trustees  
Office of the President  
01/31/24

Exhibit 3.3  
Information Items  
(No Action Required)

Retirements (cont.):

**Salcido, Ana**

Enrollment Management Assistant

Enrollment Management

12/31/23

**Stadjuhar, Debra**

Instructor

Dental Hygiene

12/31/23

## FINANCIAL SERVICES ABSTRACT

<b>Item (s) to be Considered:</b> Discussion and action on the approval to purchase from Pivot Technology Services Corp. dba Computacenter, voice and video communications licenses and software maintenance.	<b>Amount:</b> \$190,327										
<b>Requestor:</b> Marco Fernandez	<b>Area Responsible:</b> Information Technology										
<b>Resource Persons:</b> Marco Fernandez, Asaad Hubail											
<p><b>Purpose:</b> The El Paso Community College telephone Voice over Internet Protocol (VoIP) network relies on this equipment to provide the communications necessary to conduct daily College business districtwide.</p> <p><b>Explanation:</b> Voice over Internet Protocol (VoIP) is a technology that enables the College to make voice calls using data lines over the Internet Protocol (IP) instead of traditional analog telephone lines. In this context, the College's data network serves as the infrastructure for carrying both voice and data traffic. The purpose of the procurement is to acquire Cisco Collaboration Flex Plan software maintenance licenses and professional services for the existing VoIP telephone networks across the entire district. The software covered by this plan includes several key components essential for effective communication and collaboration within the College.</p> <p>These components are:</p> <p><b>Cisco Unified Communications Manager:</b> This is a comprehensive communication solution that manages voice, video, messaging, and mobility features.</p> <p><b>Cisco Expressway:</b> It facilitates secure communication for remote and mobile users, ensuring a seamless and protected connection to the College's network.</p> <p><b>Cisco Unity Connection Voicemail:</b> This component handles voicemail services, allowing users to receive and manage their voicemails efficiently.</p> <p><b>Cisco Emergency Responder 911:</b> Ensures that emergency services can accurately locate and respond to calls made from the College's VoIP system.</p> <p><b>Cisco App (Soft Client):</b> This is a software application that enables users to make calls and engage in communication through their computers or mobile devices.</p> <p><b>Cisco WebEx:</b> A web conferencing and collaboration platform that supports virtual meetings, webinars, and online collaboration.</p> <p>This purchase will be conducted through the State of Texas Department of Information Resources purchasing contract, DIR-TSO-4167 per Texas Education Code 44.031 and on Texas Government Code 2054. Such contracts are competitively awarded.</p> <p>Funding is provided by the Information Technology Networking account.</p>											
<p><b>Recommendation:</b> Approval by the Board of Trustees.</p> <p><b>Vendor:</b> Pivot Technology Services Corp. dba Computacenter 123 W Mills Ave., Suite 340 El Paso, TX 79901</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Date:</td> <td style="text-align: right;">01/17/24</td> </tr> <tr> <td>Account:</td> <td style="text-align: right;">11000-75200</td> </tr> <tr> <td>Budget:</td> <td style="text-align: right;">\$416,000</td> </tr> <tr> <td>Expenditures to date:</td> <td style="text-align: right;">\$66,702</td> </tr> <tr> <td>Balance:</td> <td style="text-align: right;">\$349,298</td> </tr> </table>	Date:	01/17/24	Account:	11000-75200	Budget:	\$416,000	Expenditures to date:	\$66,702	Balance:	\$349,298
Date:	01/17/24										
Account:	11000-75200										
Budget:	\$416,000										
Expenditures to date:	\$66,702										
Balance:	\$349,298										

## FINANCIAL SERVICES ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the renewal of a one-year Banner Technical Advisory Services & Technology Support contract with Ellucian Company, L.P.	<b>Amount (Not to Exceed):</b> \$155,717										
<b>Requestor:</b>	Abraham Hubail	<b>Area Responsible:</b> Information Technology										
<b>Resource Persons:</b> Marco Fernandez, Abraham Hubail												
<p><b>Purpose:</b> To approve the Ellucian Banner Technical Advisory Services &amp; Technology Support contract through Ellucian Company L.P.</p> <p><b>Explanation:</b> 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 who 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 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 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 2022 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 2022 Master agreement, as amended, is applicable to the Order Form provided.</p> <p>The total amount for the one-year contract is \$145,530. A 7% contingency is included in this request if needed for hardware shipping charges. The total amount of the contract will not exceed \$155,717.</p> <p>Sole Source letters follow this abstract.</p> <p>Funding is provided by the Information Technology Software Maintenance account.</p>												
<b>Recommendation:</b>	Approval by the Board of Trustees.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Date:</td> <td style="text-align: right;">01/12/23</td> </tr> <tr> <td>Account:</td> <td style="text-align: right;">11000-75006</td> </tr> <tr> <td>Budget:</td> <td style="text-align: right;">\$2,201,588</td> </tr> <tr> <td>Expenditures to date:</td> <td style="text-align: right;">\$2,016,768</td> </tr> <tr> <td>Balance:</td> <td style="text-align: right;">\$184,820</td> </tr> </table>	Date:	01/12/23	Account:	11000-75006	Budget:	\$2,201,588	Expenditures to date:	\$2,016,768	Balance:	\$184,820
Date:	01/12/23											
Account:	11000-75006											
Budget:	\$2,201,588											
Expenditures to date:	\$2,016,768											
Balance:	\$184,820											
<b>Vendor:</b>	Ellucian Company L.P. 2003 Edmund Halley Drive, Suite 500 Reston VA, 20191											

## FINANCIAL SERVICES ABSTRACT

<b>Item (s) to be Considered:</b> Discussion and action on the approval to purchase services from Verizon Wireless, portable Wi-Fi hotspot devices for 12 months for online instruction and learn-at-home.	<b>Amount:</b> \$72,000										
<b>Requestor:</b> Marco Fernandez	<b>Area Responsible:</b> Information Technology										
<b>Resource Person:</b> Marco Fernandez											
<p><b>Purpose:</b> To purchase services from Verizon Wireless for 600 portable Wi-Fi hotspot devices for use by students, faculty, and staff.</p> <p><b>Explanation:</b> The college has taken measures to improve Internet accessibility by providing portable Wi-Fi hotspot devices. These devices establish a seamless wireless Internet connection, simultaneously accommodating the connectivity needs of multiple devices. The institution has established a robust check-out program, allowing students to borrow laptops and portable Wi-Fi hotspots at each campus on a semester basis.</p> <p>Furthermore, faculty and staff members have been provided with portable Wi-Fi hotspot devices to meet the specific needs of each administrative area. This ensures that individuals across various roles within the institution have access to reliable Internet connectivity.</p> <p>Notably, Information Technology successfully negotiated the acquisition cost of the 600 portable Wi-Fi hotspot devices (hardware) to be free of charge, and the monthly service cost was negotiated at a reduced price, amounting to a monthly rate of \$10.00 per hotspot. This results in a total annual cost of \$72,000. The service subscription offers several benefits, including unlimited 4G LTE high-speed mobile Internet data, unlimited messaging, and domestic roaming data.</p> <p>The cost negotiation was made possible through a Digital Inclusion Program agreement established between EPCC and Verizon Wireless, specifically targeting underserved communities. This strategic partnership ensures that the College can provide affordable and reliable Internet connectivity to its students, faculty, and staff, fostering a digitally inclusive environment.</p> <p>This purchase will be conducted through MiCTA contract #171AN-MTCWA2021-1226, as allowed by the Texas Education Code 44.031 and Texas Government Code 791, Interlocal Cooperation Contracts. Such contracts are completely awarded.</p> <p>Funding is provided by the Information Technology Telecommunication Telephone Utility account.</p>											
<b>Recommendation:</b> Approval by the Board of Trustees.	<div style="border: 1px solid black; padding: 5px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Date:</td> <td style="text-align: right;"><u>01/17/24</u></td> </tr> <tr> <td>Account:</td> <td style="text-align: right;"><u>11000-75003</u></td> </tr> <tr> <td>Budget:</td> <td style="text-align: right;"><u>\$777,033</u></td> </tr> <tr> <td>Expenditures to date:</td> <td style="text-align: right;"><u>\$505,365</u></td> </tr> <tr> <td>Balance:</td> <td style="text-align: right;"><u>\$271,668</u></td> </tr> </table> </div>	Date:	<u>01/17/24</u>	Account:	<u>11000-75003</u>	Budget:	<u>\$777,033</u>	Expenditures to date:	<u>\$505,365</u>	Balance:	<u>\$271,668</u>
Date:	<u>01/17/24</u>										
Account:	<u>11000-75003</u>										
Budget:	<u>\$777,033</u>										
Expenditures to date:	<u>\$505,365</u>										
Balance:	<u>\$271,668</u>										
<b>Vendor:</b> Verizon Wireless 221 N Kansas St El Paso, TX 79901											

## FINANCIAL SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the authorization to enter into an inter-local agreement with MiCTA, a non-profit purchasing cooperative which serves government, higher education, and K-12 nationally.	
<b>Requestor:</b> Ruben Gallardo	<b>Area Responsible:</b> Purchasing & Contract Management
<b>Resource Persons:</b> Fernando Flores, Ruben Gallardo	
<p><b>Purpose:</b> To enter into an interlocal agreement with MiCTA</p> <p><b>Explanation:</b> This item is in support of the Verizon Wireless item found elsewhere in this agenda.</p> <p>By entering into this inter-local agreement, El Paso Community College would join dozens of other Texas community colleges, ISDs, counties, and municipalities in becoming a member of MiCTA, an organization created to facilitate the purchase of technology solutions nationwide. MiCTA serves its national membership by coordinating group purchasing programs and aggregating member demand to facilitate members' purchases of competitively bid products and services, while taking advantage of economies of scale purchasing on a nationwide scale.</p> <p>MiCTA focuses on technology solutions for its members. In addition to the Verizon Wireless contract for wireless services, including private core network wireless for first responders, there are contracts available through MiCTA for telecommunications, equipment, internet, specialty services and applications; structured cabling services; fiber build out and leased dark/lit fiber services; and other technology services.</p> <p>MiCTA currently imposes a membership fee of \$400 annually. Once a member, there is no obligation to use any MiCTA contract or make any level of purchases through MiCTA awarded contracts. Any member may resign its membership by notification to the MiCTA Treasurer, but such resignation shall not relieve the member so resigning of the obligation to pay any dues theretofore accrued and unpaid. The Administration believes that joining MiCTA will result in significant cost savings related to its Verizon Wireless proposed purchase for WiFi hotspot devices and services found elsewhere in this agenda.</p> <p>This recommendation is based on Texas Education Code 44.031 and Texas Government Code 791, Interlocal Cooperation Contracts. MiCTA contracts are competitively awarded.</p>	
<b>Recommendation:</b> Approval by the Board of Trustees.	
<b>Interlocal Agreement with:</b>	MiCTA 4352 Bay Road, Suite 207 Saginaw, MI 48603

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the approval to purchase from Laerdal Medical Corporation, high-fidelity simulation mannequins and accessories.	<b>Amount:</b> \$571,947
<b>Requestor:</b>	Hafid Guerrero	<b>Area Responsible:</b> Nursing
<b>Resource Persons:</b>	Steven Smith, Hafid Guerrero, Irma Ansalmo-Carlos	
<b>Purpose:</b>	To approve the purchase of eight high-fidelity simulation mannequins with accessories, installation, maintenance, and extended warranties to replace obsolete equipment in the Nursing Simulation Laboratory at the Rio Grande Campus.	
<b>Explanation:</b>	<p>High-fidelity simulation in nursing education is a highly effective teaching methodology, and its use is supported by the Texas Board of Nursing and the National League of Nursing. The use of high-fidelity simulation aligns with current standards in education and is commonplace in nursing programs across the country. Simulation has been shown to enhance student learning, improve clinical judgment, improve patient safety, and reduce student stress and anxiety.</p> <p>The current simulation equipment serves nearly 300 students at all levels of the AAS nursing program. This equipment has now become obsolete, making its use unpredictable and challenging, negatively affecting the quality of education for our nursing students.</p> <p>This purchase will be conducted through the BuyBoard Cooperative Contract #704-23, which is in compliance with Texas Education Code 44.031; and the provisions of Texas Government Code, Chapter 791-Interlocal Cooperative Contracts.</p> <p>Such contracts are competitively awarded.</p> <p>Funding is provided by the Instructional Equipment- One-Time Requests budget.</p>	
<b>Recommendation:</b>	Approval by the Board of Trustees.	
<b>Vendor:</b>	Laerdal Medical Corporation 167 Myers Corners Road Wappingers Falls, NY 12590	

Date:	01/05/24
Account:	91695-M91695
Budget:	\$1,194,244
Expenditures to date:	\$0
Balance:	\$1,194,244

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the approval of a contract with Pivot Technology Services Corp, dba Computacenter to purchase and install instructional equipment in the open CISCO lab.	<b>Amount:</b> \$218,752										
<b>Requestor:</b> Myshie Pagel	<b>Area Responsible:</b> Education and CTE / Instruction											
<b>Resource Persons:</b> Steven Smith, Myshie Pagel, Delfina Najera												
<p><b>Purpose:</b> To approve a contract with Computacenter to purchase and install networking equipment for instructional purposes in the open CISCO lab located in the Arts, Science &amp; Technology (AST) building at the Valle Verde Campus.</p> <p><b>Explanation:</b> The CISCO lab equipment requires upgrading to support the new curriculum provided by CISCO. The upgrade is essential since the Information Technology Systems faculty use the CISCO curriculum to prepare students for the CISCO certificate exams. The supplier will provide cabling services and installations, install 72 routers and 72 switches, install one Firepower Firewall, two Catalyst 9300 switches, configure up to two Layer 2 network switches and one firewall, and provide technical documentation. The equipment offers real-world experience for students in every aspect of networking, including design, testing, troubleshooting, network automation, and implementing security features. All equipment installed is CISCO-recommended hardware for use with the new CISCO curriculum.</p> <p>This purchase will be conducted through the State of Texas Department of Information Resources contract, DIR-TSO-4167, per Texas Education Code 44.031 and Texas Government Code 2054.</p> <p>Funding is provided by the Instructional Equipment- One-Time Requests budget.</p>												
<b>Recommendation:</b> Approval by the Board of Trustees.  <b>Vendor:</b> Pivot Technology Services Corp. dba Computacenter 123 W Mills Ave., Suite 340 El Paso, TX 79901	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Date:</td> <td style="text-align: right;">1/05/24</td> </tr> <tr> <td>Account:</td> <td style="text-align: right;">91695-M91695</td> </tr> <tr> <td>Budget:</td> <td style="text-align: right;">\$1,194,244</td> </tr> <tr> <td>Expenditures to date:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Balance:</td> <td style="text-align: right;">\$1,194,244</td> </tr> </table>		Date:	1/05/24	Account:	91695-M91695	Budget:	\$1,194,244	Expenditures to date:	\$0	Balance:	\$1,194,244
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Account:	91695-M91695											
Budget:	\$1,194,244											
Expenditures to date:	\$0											
Balance:	\$1,194,244											

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item (s) to be Considered:</b>	Discussion and action on the approval to contract instructional design services with Anthology Inc. through their authorized reseller, TD SYNEX, to support IREPO software brand grant goals.	<b>Amount:</b> \$97,151
<b>Requestor:</b>	Paula Mitchell	<b>Area Responsible:</b> Instruction and Student Success
<b>Resource Persons:</b> Steven Smith, Paula Mitchell, Luz Cadena, Robert Elliot		
<b>Purpose:</b>	To approve the contracting of instructional design support for the development of online courses at El Paso Community College.	
<b>Explanation:</b>	<p>EPCC was awarded a two-year Institutional Resilience and Expanded Postsecondary Opportunity (IREPO) Grant accepted by the Board of Trustees during Fall 2021. The award provided funding for hiring four credentialed instructional designers to support college faculty in designing new or revising existing online courses. The instructional designer positions were advertised several times, and the college could not find suitable candidates. To meet grant goals, EPCC wants to contract instructional design work through an existing service provider, Anthology Inc. Twenty online and hybrid courses were revised in spring 2023, and those courses are being taught this academic year. EPCC was awarded a no-cost extension for a third year. We are contracting the revision of fifteen (15) additional online/hybrid courses with Anthology Inc. through their authorized reseller, TD SYNEX the awarded reseller services entity. The contract would allow Anthology Inc. instructional designers to work with college faculty (subject matter experts – SMEs) as per the Statement of Work provided by Anthology Inc.</p> <p>This purchase will be conducted through OMNIA Partners Contract #01-164, which complies with Texas Education Code 44.031; and the provisions of Texas Government Code, Chapter 791-Interlocal Cooperation Contracts. Such contracts are competitively awarded.</p> <p>Funding is provided by the Institutional Resilience and Expanded Postsecondary Opportunity (IREPO) Grant.</p>	
<b>Recommendation:</b>	Approval by the Board of Trustees.	
<b>Vendors:</b>	TD SYNEX c/o DLT Solutions, LLC 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171	

Date:	<u>12/06/23</u>
Account:	<u>21281-F21281</u>
Budget:	<u>\$97,151</u>
Expenditures to date:	<u>-0-</u>
Balance:	<u>\$97,151</u>

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the acceptance of a contract award from the Federal Bureau of Prisons.	<b>Amount:</b> \$520,332																								
<b>Requestor:</b> Olga Valerio	<b>Area Responsible:</b> Advanced Technology Center																									
<b>Resource Persons:</b> Steven Smith, Blayne Primozich, Olga Valerio, Robert Elliott																										
<b>Purpose:</b>	To approve the acceptance of a five (5) year contract award, #15BFA023D00000047, from the Federal Bureau of Prisons, Federal Correctional Institution La Tuna.																									
<b>Explanation:</b>	<p>EPCC will provide welding training leading to American Welding Society Certifications in Shielded Metal Arc Welding (SMAW) and Gas Metal Arc Welding (GMAW). Courses will cover welding theory and application, safety training, and hands-on welding experience at the Satellite Camp Prison La Tuna. The bid is for five years, including a base year, with the option to extend for four additional years. There will be an estimated 14 participants per year, based on a schedule agreed upon by EPCC and La Tuna. The training will prepare inmates to work in an industry that offers opportunities in manufacturing shops, maintenance shops, steel construction sites, and oil field operations. Students will gain extensive skills through shop activities using industrial welding equipment.</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> <p style="text-align: center;"><b>Budget Account Number: 21243-F21243: Budget Summary: \$520,332</b>  <b>December 1, 2023 – November 30, 2028</b>  <b>Detailed Budget Overview:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">61110</td> <td style="width: 65%;">Instructor FT</td> <td style="width: 20%; text-align: right;">280,102</td> </tr> <tr> <td>61000</td> <td>Instructor PT</td> <td style="text-align: right;">42,018</td> </tr> <tr> <td>62000</td> <td>Fringe Benefits<sup>1</sup></td> <td style="text-align: right;">89,285</td> </tr> <tr> <td>71130</td> <td>Instructional Supplies</td> <td style="text-align: right;">13,646</td> </tr> <tr> <td>71653</td> <td>Testing</td> <td style="text-align: right;">10,500</td> </tr> <tr> <td>72100</td> <td>In-Town Travel</td> <td style="text-align: right;">2,500</td> </tr> <tr> <td>71910</td> <td>Indirect Costs</td> <td style="text-align: right;">82,281</td> </tr> <tr> <td></td> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$520,332</b></td> </tr> </table> <p><sup>1</sup>Instructor FT fringe benefit rate is 30%, instructor PT fringe benefit rate is 12.5% and overall composite fringe benefit rate is 21.25%.</p>		61110	Instructor FT	280,102	61000	Instructor PT	42,018	62000	Fringe Benefits <sup>1</sup>	89,285	71130	Instructional Supplies	13,646	71653	Testing	10,500	72100	In-Town Travel	2,500	71910	Indirect Costs	82,281		<b>TOTAL</b>	<b>\$520,332</b>
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<b>Recommendation:</b>	Approval by the Board of Trustees.																									



# CONTRACT/AGREEMENT/MOU ROUTING AND VP APPROVAL FORM

(Submit Form and Legible Scanned Documents Only Via Email)

General EPCC Division/Department Information	
Date Submitted:	October 27, 2023
Date Needed (due date by contracting entity):	November 8, 2023
Division/Department:	Advanced Technology Center
Person Responsible:	Dr. Olga L. Valerio
AVP/Dean Review/Approval Signature:	<i>[Signature]</i> 10/27/23



10-27-23

Entity and Summary of Document Purpose and Terms	
Vendor/Entity Name:	U.s Department of Justice-La Tuna Contract
Vendor/Entity Address:	Grand Prairie, Texas 75051
<b>Purpose of Document (brief description of goods or services to be procured):</b> For Dr. Smith's review and Dr. Serrata's signature. Due to a system error, the Federal Bureau of Prisons was unable to process the previous contract number and issued a new contract number. All of the information is the same, the contract number is the only change. The problem error occurred with original contract number 158FA023O00000047; the new contract number is 15BFA024D00000005. Please resign as soon as possible to avoid further delay. This is at the request of the Federal Bureau of Prisons.	
Start Date:	Upon Acceptance
End Date:	5 year contract duration

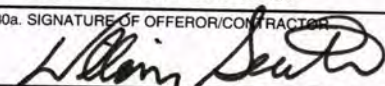
- ☒ **STANDARD** - The standard document format has previously gone through the approval and legal review process, and only the entity name and dates are new (such as affiliation agreements).
- ☐ **NEW** - Will require Purchasing and/or legal counsel review.
- ☒ **AMENDMENT** - Attach the original document. Highlight all changes on the amended document.
- ☐ **RENEWAL** - Attach the original document. Highlight all changes on the renewal document.
- ☐ **INTERLOCAL AGREEMENT** - Requires an abstract and board approval.
- ☐ **TWC DocuSign** - Attach document for reference. Once VP approves, we contact the AVP office and notify the President to proceed with the digital signature.

VP OFFICE USE ONLY - APPROVAL CHECKLIST			
Depending on the type or service of the document, Procurement may require review and approval by various departments before we can secure a signature from the President or other signatory. <b>Allow a minimum four (4) week turnaround for processing.</b>			
Department	Review	Date Completed	By
Vice President	✓	<i>[Signature]</i>	10-27-23
Purchasing	✓	OCT 27 2023	
Legal Counsel			
Information Technology			
President	✓	<i>[Signature]</i>	10/27/23
Marketing/Other: Click or tap here to enter text.			

IMPORTANT TO NOTE	
Indemnification*	There should be no requirement of indemnification by EPCC in any EPCC document. EPCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the document.
Governing Law*	The laws of the State of Texas govern EPCC documents. There should be no other state's law governing the document. <b>Discuss any needed exceptions with the VP.</b>
VP Requirement	All documents must be routed through the VP office. Based on the document type, we will forward to Purchasing, legal counsel, and/or the President for approval and signature.

## SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 AND 30.

1. REQUISITION NUMBER		PAGE 1 OF 42	
2. CONTRACT NUMBER 15BFA024D00000005	3. AWARD/EFFECTIVE DATE 12/01/2023	4. ORDER NUMBER	5. SOLICITATION NUMBER 15BFA023Q000000095
7. FOR SOLICITATION INFORMATION CALL: a. NAME S. Christian-Carpenter schristian-carpenter@bop.gov		b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE / LOCAL TIME 08/25/2023 09:00 CT	
9. ISSUED BY Federal Bureau of Prisons Field Acquisition Office U.S. Armed Forces Reserve Complex 346 Marine Forces Drive Grand Prairie, TX 75051		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 611519 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: \$21,000,000.00 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS NET 30	13. RATING 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/> 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO Federal Bureau of Prisons FCI La Tuna 8500 DONIPHAN Rd Anthony, TX 79821		16. ADMINISTERED BY Federal Bureau of Prisons FCI La Tuna 8500 DONIPHAN Rd Anthony, TX 79821	
17a. CONTRACTOR/ OFFEROR EL PASO COUNTY COMMUNITY COLLEGE DISTRICT P O BOX 20500 EL PASO, TX 79998-0500 TELEPHONE NUMBER 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY Federal Bureau of Prisons FCI La Tuna 8500 DONIPHAN Rd Anthony, TX 79821 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
17a. CONTRACTOR/ OFFEROR EL PASO COUNTY COMMUNITY COLLEGE DISTRICT P O BOX 20500 EL PASO, TX 79998-0500 TELEPHONE NUMBER 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY Federal Bureau of Prisons FCI La Tuna 8500 DONIPHAN Rd Anthony, TX 79821 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT
	Delivery Date: 12/01/2023 Vocational Occupational Welding Training at SCP La Tuna in accordance with the Statement of Work. UIE: S8LXMMGHNMG9 CAGE: IPCQO Vendor shall self-certify size designation on invoices. Firm Fixed Price See Continuation Sheet(s) (Use Reverse and/or Attach Additional Sheets as Necessary)		
			23. UNIT PRICE
			24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail		26. TOTAL AWARD AMOUNT (For Government Use Only) \$520,332.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Sharon Christian-Carpenter	
30b. NAME AND TITLE OF SIGNER (Type or print) William Serrata, Ph.D.- President	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (Type or print) Sharon Christian-Carpenter	31c. DATE SIGNED 10/13/2023

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLESTANDARD FORM 1449 (REV. 11/2021)  
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

☐ COMPLETE    ☐ PARTIAL    ☐ FINAL

37. CHECK NUMBER

☐ PARTIAL    ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Pnnt*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 11/2021) BACK

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## Section 1 - Commodity or Services Schedule

**SCHEDULE OF SUPPLIES/SERVICES**

## CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year - Tuition and Certification Effective Date of Award through 12 months from EDOA Estimated Maximum PSC: U006 Base Period	12	MO	\$7,857.00000	\$94,284.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Option Year 1 - Tuition and Certification 13 months from Effective Date of Award (EDOA) through twenty-four months Estimated Maximum PSC: U006 Unexercised Option	12	EA	\$8,245.00000	\$98,940.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Option Year 2 - Tuition and Certification 25 months from Effective Date of Award (EDOA) through thirty-six months from the EDOA Estimated Maximum PSC: U006 Unexercised Option	12	EA	\$8,652.00000	\$103,824.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Option Year 3 - Tuition and Certification 37 months from Effective Date of Award (EDOA) through forty-eight months from the EDOA Estimated Maximum PSC: U006 Unexercised Option	12	EA	\$9,079.00000	\$108,948.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Option Year 4 - Tuition and Certification 49 months from Effective Date of Award (EDOA) through sixty months from the EDOA Estimated Maximum PSC: U006 Unexercised Option	12	EA	\$9,528.00000	\$114,336.00
<b>Base Total:</b>					\$94,284.00
<b>Exercised Options Total:</b>					\$0.00
<b>Unexercised Options Total:</b>					\$426,048.00
<b>Base and Options Total:</b>					\$520,332.00

The contractor is required to sign this document and return one copy to the awarding Contracting Officer. The contractor agrees to perform all services set forth above subject to terms and conditions specified herein.

## 2.1 PRICING METHODOLOGY

The quantity of services to be provided by the contractor is estimated. These estimates are not a representation to a quoter or contractor that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal. (FAR 16.503(a)(1) Contract pricing shall include all charges to the Government for providing the services required by the solicitation.

Pursuant to FAR 17.203(b), The Government's evaluation shall be inclusive of options. The Government will evaluate quotes for award purposes by adding the total price of all options to the total price of the base year requirement. Pursuant to FAR 17.203(d), the quoter may offer varying prices for options, depending on the quantities actually ordered and the dates when ordered.

## 2.2 STATEMENT OF WORK

### Subject

The Federal Bureau of Prisons (BOP) Field Acquisition, Grand Prairie, Texas intends to make a single award for an indefinite delivery/requirements type contract with firm-fixed unit prices to an **accredited** institution of higher learning, post-secondary institution, vocational-training or industry-based school for the provision of an Occupational Training Welding Program Instructor for the Satellite Camp Prison (SCP) La Tuna, located at 8500 Doniphan Anthony, Texas 79821. The program will provide instruction in welding, as part of a sustainability-training program. General information regarding the Bureau of Prisons (BOP) and its facilities is located at [www.bop.gov](http://www.bop.gov).

The vocational training program must fall under the contractor's umbrella of accreditation and lead to transferrable credits resulting in successful completion of the vocational training program. Successful completion of the training program must qualify inmates for at least entry-level employment in a specified field upon release. The vocational training program must lead to a college certificate, A.A., A.A.S., or A.S Degree, or a marketable level certification. **The contractor must be an accredited entity.** The organization's accreditation will be verified using the US Department of Education Database of Accredited Postsecondary Institutions and Programs (DAPIP) website (<https://ope.ed.gov/dapip/#/home>). If required for employment, certification tests from outside organizations may be administered to individual inmates upon completion of a specific occupational education program. The contractor shall not be a self-employed individual or an individual employed by a post-secondary institution, vocational training school, or industry-based school. **The contract must be between the government and the accredited post-secondary educational institution, junior college, college, vocational training school, or industry-based school.**

### Background

The Federal Bureau of Prisons (BOP) was established in 1930 to provide more progressive and humane care for Federal inmates, to professionalize the prison service, and to ensure consistent and centralized administration. The Federal prison system is a nationwide system of prisons and detention facilities for the incarceration of persons who have been sentenced to imprisonment for Federal crimes and the detention of persons awaiting trial in Federal court. The defined mission of the BOP is as follows:

*It is the mission of the Federal Bureau of Prisons to protect society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.*

As an agency under the Executive Branch of the United States Government, the BOP receives an annual appropriation of funds to accomplish its mission. The public trust demands that this annual appropriation be prudently managed. Monies spent to provide education to the inmate population must reflect the agency's best efforts to obtain cost-effective services, consistent with community standards.

In 1996, the Bureau of Prisons standardized procedures to (1) select and fund new vocational/occupational training programs, (2) select and fund existing vocational/occupational training programs, and (3) update equipment for existing vocational/occupational training programs. The following Bureau of Prisons Program Statements, which are available electronically at [www.bop.gov](http://www.bop.gov), are applicable to this contract and are incorporated by reference to the same effect as if they were given in full text.

1. Program Statement 5300.21 – Education, Training, and Leisure Time Program Standards.
2. Program Statement 5353.01 – Occupational Education Programs
3. Program Statement 1237.13 – Information Security

### Place of Performance

Occupational training instruction will be performed in the assigned welding building or other areas identified by the Supervisor of Education at the SCP, located at:

8500 Doniphan  
Anthony, Texas 79821

### **Schedule of Performance**

Services will be provided Monday through Friday, between 7:30 a.m. and 2:00 p.m. (excluding federal holidays), with a 30-minute unpaid lunch break. Additional days/hours may be implemented and/or adjusted if necessary to meet program requirements and the needs of the institution. The contractor will be required to provide approximately 12 inmates with an estimated 30 sessions of Welding Instruction per week. A session is defined as one hour. Courses will be instructed utilizing 6-hour sessions of classroom. Specific dates for the classes will be determined by the Supervisor of Education and the contractor.

Due to the nature of the correctional setting, work sessions may be delayed or cancelled with little notice. The reasons for such delays may include, but are not limited to, inclement weather and institution emergencies.

### **Supplies and Equipment**

SCP La Tuna will provide textbooks, supplies, materials and equipment required.

### **Method of Performance**

The accredited post-secondary institution, vocational training school or industry-based school will provide instruction for the welding program in accordance with BOP Statement 5353.01, Occupational Education Programs, and Bureau of Prisons Program Statement 5300.21, Education, Training and Leisure Time Program Standards.

20-40 percent of the curriculum's competencies must be hands-on replication of the actual work environment. Application of hands-on work must be occupational in nature. An institution live work project may be utilized to demonstrate or apply hands-on competencies. Electronic or computer-based simulation does not satisfy the hands-on or live work requirement.

The Supervisor of Education must approve live work projects.

Marketable programs shall afford inmates the opportunity to gain *in demand* skills in a specific occupation, industry, or trade. The accredited post-secondary institution, vocational training school or industry-based school will provide upon completion the graduates a Certificate of Completion in Welding, preparing the graduate for careers as Commercial/Industrial American Welding Society (AWS) Certified Welders.

### **Scope of Performance**

Instructor(s) placed on site by the contractor are responsible for ensuring students are registered with the accredited post-secondary institution, vocational training school and/or industry-based school, take daily student attendance logs, and provide the student upon completion a transcript(s)/certification related to welding.

The accredited post-secondary institution, vocational training school or industry-based school will maintain in their data base the students, first and last name, date of birth, social security number, grades, and certificate of completion. The contractor will maintain on file the grades and certificate of completion.

The accredited post-secondary institution, vocational training school or industry-based school will provide a written curriculum, which establishes measurable behavioral objectives and procedures. The curriculum must include clear criteria which establish minimum expectations for program completion, provisions for the assessment of student progress, must identify the hands-on competencies and must require the students to demonstrate them. In addition to core classes needed to attain a college certificate, an industry-accepted certificate, an Associate in Arts degree (A.A.), an Associate in Science degree (A.S.), or an Associate in Applied Science degree (A.A.S.), the curriculum must also include a course on resume development.

The accredited post-secondary institution, vocational training school or industry-based school shall assist in the recruitment of employers affiliated with the identified occupation to participate in the institution's mock job fair.

### **Performance Conditions**

The Supervisor of Education shall determine the minimum and maximum number of enrollments. Award of this contract is contingent upon SCP La Tuna's approval to receive Advanced Occupational Education funding.

Award of this contract will result in a contractual arrangement only and is not a personnel appointment; payment is based on an end product or the accomplishment of a specific result; the service does not constitute an employer/employee relationship; and the contractor will not be subject to government supervision, except for security-related matters. However, the accredited post-secondary institution, vocational training school or industry-based school performance shall be monitored.

#### Performance Period(s):

Base Year: Effective Date of Award (EDOA) through 12 months from EDOA

Option Year 1: 13 months from EDOA through 24 months from EDOA

Option Year 2: 25 months from EDOA through 36 months from EDOA

Option Year 3: 37 months from EDOA through 48 months from EDOA

Option Year 4: 49 months from EDOA through 60 months from EDOA

#### Inmate/Classroom Management

Provisions of service under this contract will require instructors at the accredited post-secondary institution, vocational training school or industry-based school be placed on site to have frequent and unsupervised contact with inmates. Instructors will not be responsible for the management of inmates other than to ensure those inmates involved in activities within the contractor's scope of work shall abide by all rules in effect to ensure their safety and well-being. Instructors will report any infraction of institutional rules and regulations by inmates to the appropriate institutional staff.

#### Education Background and Qualifications

The instructor will be an accredited post-secondary institution, vocational training school or industry-based school employee with all qualification required to instruct students in welding. The contract must be between SCP La Tuna and the accredited post-secondary institution, vocational training school or industry-based school that provides training for students to receive industry-recognized certification in welding.

The occupational education program must fall under the provider's umbrella of accreditation and lead to transferrable credits resulting in a college certificate, A.A., A.A.S. or A.S. degree. Industry-accepted certification is also acceptable. Providers must be accredited by a recognized accrediting agency.

The occupational education program must lead to a college certificate, A.A., A.S., A.A.S. or industry-recognized certificate qualifying inmates for at least an entry-level position of employment. Credits earned from the college certificate, A.A., A.S., or A.A.S. must be transferrable to a four-year college.

Four-year degree programs and programs in liberal arts/general studies are not authorized, although limited and specific courses of a liberal arts/general studies nature may be permitted if directly related to preparation for a specific occupation or vocation.

#### Program Management/Institutional Security

Instructors placed on site by the contractor shall adhere to all institution regulations. New instructors will attend an orientation program for volunteers and contractors prior to the start of classes; all instructors will attend annual refresher training for volunteers and contractors. Instructors will be paid for time spent in required training.

Instructors shall agree to all regulations prescribed by the institution for the safety, custody, and conduct of inmates. The instructor will be required to sign in and out of the institution for accountability purposes. A badge will be issued and worn at all times for proper identification. Investigative procedures will be applied and appropriate forms completed before any instructors are permitted inside the institution. Instructors who test positive will be excluded from the institution, and the contractor shall provide acceptable replacement, subject to the same security requirements. **By submission of a quote the contractor agrees to all the above requirements.**

#### Payment Terms

Payment terms as specified in FAR 52.212-4(g) apply. The contractor shall provide a monthly invoice to the SCP La Tuna, accounting department which accurately reflects days worked, number of sessions, and the total amount due for the previous month's services.

The due date for making an invoice payment by the designated payment office shall be the 30th day after the designated billing office has received a proper invoice, or the government has accepted the services performed by the contractor. The contractor can, however, offer discount payment terms for prompt payments as specified in block 12 on the SF-1449 form of this solicitation. Half sessions will not be authorized for payment.

### 2.3 SPECIAL CONTRACT CONDITIONS

**Type of Contract:** The Government hereby establishes a single award of an indefinite delivery/requirements type contract with firm-fixed unit prices resulting from this solicitation. Services will be rendered on-site to the incarcerated inmate population at SCP La Tuna, located in Anthony, Texas.

The contract will include a base year period from the effective date of award (EDOA) through 12 months from the (EDOA) with four (4) possible 12-month option years renewal at the unilateral discretion of the Government. Quoters are advised that the Government has the unilateral right to exercise option periods in accordance with FAR 52.217-9, "Option to Extend the Term of the Contract."

**Performance Period(s):** The anticipated effective date of award (EDOA) is November 1, 2023.

Base Year: Effective Date of Award (EDOA) through 12 months from EDOA

Option Year 1: 13 months from EDOA through 24 months from EDOA

Option Year 2: 14 months from EDOA through 36 months from EDOA

Option Year 3: 37 months from EDOA through 48 months from EDOA

Option Year 4: 49 months from EDOA through 60 months from EDOA

**Point of Acceptance:** The point of acceptance for services is **FCI La Tuna**.

**Non-Personal Services Information:** This service is a contractual arrangement and not a personnel appointment. Payment is based on the provision of an end product or the accomplishment of a specific task. The service does not constitute an employer/employee relationship. The contractor will not be subject to Government supervision, except for security related matters. However, contractor performance shall be monitored. The contractor shall attend all training required by the Bureau of Prisons for contract workers. The contractor will not be permitted to attend institution meetings, staff recalls or Government training sessions for institution staff.

**Reviews:** The Contracting Officer or designee is authorized to review by on-site survey, review of records, or by any other reasonable manner, the quality of supplies rendered under this contract. All records shall be subject to review by the Contracting Officer or other representative of the BOP.

Payments will be denied when such service does not support the charges or if the service is deemed not necessary or appropriate. Such determinations may be made by the Contracting Officer or COR, whichever is appropriate. All records shall be subject to review by the Contracting Officer or other delegated representatives of the BOP.

**Contracting Officer Responsibility:** Authority to negotiate changes in the terms, conditions, or amounts cited in this contract is reserved to the Contracting Officer. This responsibility may be delegated to an Administrative Contracting Officer by the Contracting Officer.

**Contract Administration Office (CAO):** The Contracting Office at **FCI La Tuna** is assigned to be the CAO for a resultant contract. This assignment carries with it the authority to perform all normal contract administration functions as listed in FAR 42.302(a), items 1 through 71; to the extent those functions apply to this contract. This assignment also includes delegation of authority to perform functions specified in FAR 42.302(b), items 1 through 11.

**Ordering Official:** Task orders may be issued only by the Contracting Officer, Administrative Contracting Officer, or an ordering official for **FCI La Tuna** with an appropriate certificate of appointment. Each task order will identify the services schedule for that period. Orders can be issued orally, by facsimile, mail, or electronic commerce methods. Task orders will take the form of an OF-347 or SF-1449.

**Contract Security/Investigative Requirements:** The Contractor will not be subject to Government supervision, except for security related matters and monitoring of contract performance.

The following investigative procedures may be applied and appropriate forms completed before any Contractor employees are permitted inside an institution:

- (1) National Crime Information Center (NCIC) check;
- (2) Declaration of Federal Employment (OF-306);
- (3) FD-258 (fingerprint check);
- (4) Law Enforcement Agency checks;
- (5) Vouchering of Employers;
- (6) Employment Resume;
- (7) Completed Contractor Pre-employment Questionnaire;
- (8) Release of Information;
- (9) Questionnaire for Sensitive Positions;
- (10) Credit Check, if applicable
- (11) Urinalysis if applicable;

In addition to the above procedures, Contractor employees must agree to undergo a urinalysis test (for the detection of marijuana and other drug usage). If a test result is positive, the individual(s) shall be excluded and the Contractor shall provide acceptable replacement personnel subject to the same security requirements. Before a quote can be considered for award, the Contractor must agree to submit to the all the above security requirements.

Quoters should also note that clause 52.24-403-70, *Notice of Contractor Personnel Security Requirements (Oct 2005)* requires that contractor personnel have a "favorable credit report." **Quoters are strongly encouraged to pre-screen potential candidates for credit issues before submitting the candidate to FCI La Tuna.**

By submitting a quote for service, the contractor and its employees agree to complete the required documents and undergo the listed procedures. An individual who does not pass the security clearance will be unable to enter the Bureau facility. Any individual employed by the contractor who is deemed not suitable by the Bureau requirements will not be granted access to perform services under the contract. This is a condition of the contract. Finally, the contractor shall be in compliance with 8 CFR 274a regarding employment of aliens.

**Schedule of Insurance:** In accordance with FAR 52.228-5 and 28.307-2, (a) *Workers' compensation and employer's liability.* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)

(b) *General liability.* (1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence. (2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) *Automobile liability.* The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## Section 2 - Contract Clauses

### A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

#### Clauses By Reference

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov)

Clause	Title	Fill-ins (if applicable)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022)	
52.224-1	Privacy Act Notification (Apr 1984)	
52.224-2	Privacy Act (Apr 1984)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	
52.232-18	Availability of Funds (Apr 1984)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	

#### Clauses By Full Text

##### 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

(a) *Definitions*. As used in this clause--

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Information technology*, as defined in 40 U.S.C. 11101(6)--

- (1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use--
    - (i) Of that equipment; or
    - (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
  - (2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
  - (3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
- (b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.
- (c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.216-18 Ordering (Aug 2020)

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- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from first day of performance period through last day of the current performance period [insert dates].
  - (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
  - (c) A delivery order or task order is considered "issued" when--
    - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
    - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
    - (3) If sent electronically, the Government either--
      - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
      - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
  - (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.
- (End of clause)

#### 52.216-19 Order Limitations (Oct 1995)

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(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than deliverable identified in Schedule of Services *[insert dollar figure or quantity]*, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the estimated quantities in the Schedule of Items within the current performance period *[insert dollar figure or quantity]*;

(2) Any order for a combination of items in excess of the estimated quantities in the Schedule of items within the cureent performance period *[insert dollar figure or quantity]*; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the effective performance period *[insert date]*.

(End of clause)

#### 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within prior to the expiration of the current performance period *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (months)(years).

(End of clause)

#### 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30 of the base year or any option year exercised. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the base year or any option year exercised, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \*\$1,000,000 per occurrence/\$3,000,000 aggregate.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

\* Contracting Officer insert the dollar value(s) of standard coverage(s) prevailing within the local community as to the specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests.

(End of clause)

2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (NOV 2020)

- (a) "Unsafe condition" as used in this clause means the actual or potential exposure of Contractor or Government employees to a hazardous material.
  - (b) "Hazardous Material" as used in this clause includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract), any other potentially hazardous material requiring safety controls, or any other material or working condition designated as hazardous by the Contracting Officer's Representative (COR).
  - (c) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require Contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.
  - (d) Prior to commencement of work, Contractors are required to inspect for and report to the Contracting Officer the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
  - (e) If during the performance of the work under this contract, the Contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the Contractor shall immediately notify the Contracting Officer, or designee (with written notice provided not later than three (3) working days thereafter), of the existence of an unsafe condition. Such notice shall include the Contractor's recommendations for the protection and the safety of Government, Contractor and subcontractor personnel and property that may be exposed to the unsafe condition.
  - (f) When the Government receives notice of an unsafe condition from the Contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.
  - (g) Nothing contained in this clause shall relieve the Contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.
- (End of Clause)

2852.201-70 Contracting Officer's Representative (COR) (NOV 2020)

- (a) Mr./Ms. FCI/SPC La Tuna will of assign a COR at a later date , 8500 Doniphan, Anthony, Texas 79821 , (915) 791-9850 , is hereby designated to act as Contracting Officer's Representative (COR) under TBD , for the period of TBD (specify the performance period of the contract that the designation covers).
  - (b) Performance of work under this contract is subject to the technical direction of the COR identified above, or another representative designated in writing by the Contracting Officer. The term "technical direction" includes, without limitation, the following:
    - (i) Receiving all deliverables;
    - (ii) Inspecting and accepting the supplies or services provided in accordance with the terms and conditions of this contract;
    - (iii) Clarifying, directing, or redirecting the contract effort, including shifting work between work areas and locations, filling in details, or otherwise serving to accomplish the contractual statement of work to ensure the work is accomplished satisfactorily;
    - (iv) Evaluating performance of the Contractor; and
    - (v) Certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
  - (c) The COR does not have the authority to issue direction that:
    - (i) Constitutes a change of assignment or work outside the contract specification/work statement/scope of work.
    - (ii) Constitutes a change as defined in the clause entitled "Changes" or other similar contract term.
    - (iii) Causes, in any manner, an increase or decrease in the contract price or the time required for contract performance;
    - (iv) Causes, in any manner, any change in a term, condition, or specification or the work statement/scope of work of the contract;
    - (v) Causes, in any manner, any change or commitment that affects price, quality, quantity, delivery, or other term or condition of the contract or that, in any way, directs the contractor or its subcontractors to operate in conflict with the contract terms and conditions;
    - (vi) Interferes with the contractor's right to perform under the terms and conditions of the contract;
    - (vii) Directs, supervises, or otherwise controls the actions of the Contractor's employees or a Subcontractor's employees.
  - (d) The Contractor shall proceed promptly with performance resulting from the technical direction of the COR. If, in the opinion of the Contractor, any direction by the COR or the designated representative falls outside the authority of (b) above and/or within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer.
  - (e) Failure of the Contractor and Contracting Officer to agree that technical direction is within the scope of the contract is a dispute that shall be subject to the "Disputes" clause and/or other similar contract term.
  - (f) COR authority is not re-delegable.
- (End of Clause)

BOP 2852.242-71 EVALUATION OF CONTRACTOR PERFORMANCE UTILIZING CPARS (APR 2011)

The services, although not directly supervised, shall be reviewed by Federal Bureau of Prisons (BOP) staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR 42.15. Contract monitoring reports will be prepared by the Contracting Officer's Representative (COR) and maintained in the contract file.

In accordance with FAR 42.1502 and 42.1503, agencies shall prepare an evaluation of contractor performance and submit it to the Past Performance Information Retrieval System (PPIRS). The BOP utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to provide contractor performance evaluations. The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive an e-mail from the Focal Point through the following website address [webptsmh@navy.mil](mailto:webptsmh@navy.mil) when the contract is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point.

(End of Clause)

DOJ-01 Whistleblower Information Distribution (Oct 2021)

Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (<https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf>). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.908 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

(End of Clause)

DOJ-02 Contractor Privacy Requirements (JAN 2022)A. Limiting Access to Privacy Act and Other Sensitive Information*(1) Privacy Act Information*

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984) and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DOJ system of records notices (SORNs) applicable to this Privacy Act information may be found at <https://www.justice.gov/opcl/doj-systems-records>. [1] Applicable SORNs published by other agencies may be accessed through those agencies' websites or by searching the Federal Digital System (FDsys) available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

*(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment*

Except where use of Contractor networks, IT, other equipment, or Workplace as a Service (WaaS) is specifically authorized within this contract, the Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or WaaS and Government information shall remain within the confines of authorized Government networks at all times. Any handling of Government information on Contractor networks or IT must be approved by the Senior Component Official for Privacy of the component entering into this contract. Except where remote work is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of remote work authorizations.

*(3) Prior Approval Required to Hire Subcontractors*

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records

generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

*(4) Separation Checklist for Contractor Employees*

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PII)[2], in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to PII or other sensitive information.

In the event of adverse job actions resulting in the dismissal of a Contractor or Subcontractor employee before the separation checklist can be completed, the Prime Contractor must notify the Contracting Officer within 24 hours and confirm receipt of the notification. In the case the Contractor is unable to notify the Contracting Officer, then the Contractor should notify the Contract Officer's Representative (COR).

Contractors must complete the separation checklist with the Contracting Officer or COR by returning all Government-furnished property including, but not limited to, computer equipment, media, credentials and passports, smart cards, mobile devices, Personal Identity Verification (PIV) cards, calling cards, and keys and terminating access to all user accounts and systems. Unless the Contracting Officer requests otherwise, the relevant Program Manager or other Key Personnel designated by the Contracting Officer or COR may facilitate the return of equipment.

**B. Privacy Training, Safeguarding, and Remediation**

*(1) Required Security and Privacy Training for Contractors*

The Contractor must ensure that all employees take appropriate privacy training, including Subcontractors who have access to PII as well as the creation, use, dissemination and/or destruction of PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle PII, including heightened security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of PII. These courses, along with more information about DOJ security and training requirements for Contractors, are available at <https://www.justice.gov/jmd/learndoj>. The Federal Information Security Modernization Act of 2014 (FISMA) requires all individuals accessing DOJ information to complete training on records management, cybersecurity awareness, and information system privacy awareness. Contractor employees are required to sign the "Privacy Rules of Behavior," acknowledging and agreeing to abide by privacy law, policy, and certain privacy safeguards, prior to accessing DOJ information. These Rules of Behavior are made available to all new users of DOJ's computer network and to trainees at the conclusion of DOJ-OPCL-CS-0005.

The Contractor should maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required privacy and cybersecurity training.

*(2) Safeguarding PII Requirements*

Contractor employees must comply with DOJ Order 0904 and other guidance published to the publicly-available Office of Privacy and Civil Liberties (OPCL) Resources page[3] relating to the safeguarding of PII, including the use of additional controls to safeguard sensitive PII (e.g., the encryption of sensitive PII). This requirement flows down from the Prime Contractor to all Subcontractors and lower tiered subcontracts.

*(3) Non-Disclosure Agreement Requirement*

Prior to commencing work, all Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (NDA) and the DOJ IT Rules of Behavior. The Non-Disclosure Agreement:

- (a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives therefrom, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and

(b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

The Contractor should maintain signed copies of the NDA for all employees as a record of compliance. The Contractor should also provide copies of each employee's signed NDA to the Contracting Officer before the employee may commence work under the contract/task order.

#### *(4) Prohibition on Use of PII in Vendor Billing and Administrative Records*

The Contractor's invoicing, billing, and other financial or administrative records or databases is not authorized to regularly store or include any sensitive PII or other confidential government information that is created, obtained, or provided during the performance of the contract without the written permission of the Senior Component Official for Privacy (SCOP). It is acceptable to list the names, titles and contact information for the Contracting Officer, COR, or other personnel associated with the administration of the contract in the invoices as needed.

#### *(5) Reporting Actual or Suspected Data Breach*

Contractors must report any actual or suspected breach of PII within one hour of discovery.[4] A "breach" is an incident or occurrence that involves the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The report of a breach must be made to DOJ. The Contractor must cooperate with DOJ's inquiry into the incident and efforts to minimize risks to DOJ or individuals, including remediating any harm to potential victims.

(a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01[5], Reporting and Response Procedures for a Breach of Personally Identifiable Information.

(b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial discovery.

(c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:

- (i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.[6]  
Date, time, and location of the incident.
- (ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
- (iii) Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.[7]
- (iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- (v) Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.[8]
- (vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- (vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

(d) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(e) At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access PII or to work on that contract based on their actions related to the loss or compromise of PII.

#### *(6) Victim Remediation*

At DOJ's request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose PII was breached. By performing this work, the Contractor agrees to full cooperation in the event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

### C. Government Records Training, Ownership, and Management

#### *(1) Records Management Training and Compliance*

(a) The Contractor must ensure that all employees and Subcontractors that have access to PII as well as to those involved in the creation, use, dissemination and/or destruction of PII take the *DOJ Records and Information Training for New Employees (RIM)* training course or another training approved by the Contracting Officer or COR. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. The Contractor shall maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records containing PII and those covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

#### *(2) Records Creation, Ownership, and Disposition*

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency information. The Contractor shall certify, in writing, the appropriate disposition or return of all Government information at the conclusion of the contract or at a time otherwise specified in the contract. In accordance with 36 CFR 1222.32, the Contractor shall maintain and manage all Federal records created in the course of performing the contract in accordance with Federal law. Records may not be removed from the legal custody of DOJ or destroyed except in accordance with the provisions of the agency records schedules.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and may be considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

### D. Data Privacy and Oversight

#### *(1) Restrictions on Testing or Training Using Real Data Containing PII*

The use of real data containing PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible.

#### *(2) Requirements for Contractor IT Systems Hosting Government Data*

The Contractor is required to obtain an Authority To Operate (ATO) for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

### (3) Requirement to Support Privacy Compliance

(a) If this contract requires the development, maintenance or administration of information technology[9], the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project[10] to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ OPCL website (<https://dojnet.doj.gov/privacy/>), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy risk assessment and documentation, the Contractor shall provide adequate support to DOJ to ensure DOJ can complete any required assessment, and IPA, PIA, SORN, or other supporting documentation to support privacy compliance. The Contractor shall work with personnel from the program office, OPCL, the Office of the Chief Information Officer (OCIO), and the Office of Records Management and Policy to ensure that the privacy assessments and documentation are kept on schedule, that the answers to questions in the documents are thorough and complete, and that questions asked by the OPCL and other offices are answered in a timely fashion. The Contractor must ensure the completion of required PIAs and documentation of privacy controls consistent with federal law and standards, e.g. NIST 800-53, Rev. 5; and compliance with the Privacy Act of 1974, E-Government Act of 2002, Federal Information Security Modernization Act of 2014, and key OMB guidelines, e.g., OMB Circular A-130.

[1] “[T]he term ‘record’ means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.” 5 U.S.C. § 552a(a)(4). “[T]he term ‘system of records’ means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.” 5 U.S.C. § 552a(a)(5).

[2] As stated in FAR 52.224-3 and Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource (2016), “‘personally identifiable information’ means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.” Regarding “sensitive PII,” “[t]he sensitivity level of the PII will depend on the context, including the purpose for which the PII is created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed. For example, the sensitivity level of a list of individuals’ names may depend on the source of the information, the other information associated with the list, the intended use of the information, the ways in which the information will be processed and shared, and the ability to access the information.” OMB Circular A-130, at App. II-2.

[3] The DOJ OPCL Resources page is available at <https://www.justice.gov/opcl/resources>.

[4] As stated in DOJ Instruction 0900, “Contractors must notify the Contracting Officer, the Contracting Officer’s Representative, and JSOC (or component-level SOC) within 1 hour of discovering any incidents, including breaches, consistent with this Instruction, guidance issued by the CPCLO, NIST standards and guidelines, and the US-CERT notification guidelines.”

[5] <https://www.justice.gov/file/4336/download>

[6] As stated in DOJ Instruction 0900, the description should include the type of information that constitutes PII; purpose for which PII is collected, maintained, and used; extent to which PII identifies a peculiarly vulnerable population; the determination of whether the information was properly encrypted or rendered partially or completely inaccessible by other means; format of PII (e.g., whether PII was structured or unstructured); length of time PII was exposed; any evidence confirming that PII is being misused or that it was never accessed.

[7] As stated in DOJ Instruction 0900, the report should include the nature of the cyber threat (e.g., Advanced Persistent Threat, Zero Day Threat, data exfiltration) for cyber incidents.

[8] As stated in DOJ Instruction 0900, the report should include analysis on whether the data is accessible, usable, and intentionally targeted.

[9] As defined in 40 U.S.C. § 11101, the term “information technology” means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use (i) of that equipment or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product; includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and

surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

[10] In this instance, the term "project" is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

(End of Clause)

#### DOJ-03 Personnel Security Requirements For Contractor Employees (Nov 2021)

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Work performed under this contract will involve any one or more of the following: access to DOJ Information, which may include Controlled Unclassified Information (CUI), i.e., unclassified, sensitive DOJ information, and/or access to DOJ Information Technology (IT) systems, and/or unescorted access to DOJ space or facilities. Contractor employees will occupy Public Trust Positions, unless clause alternates are applied.

##### 1. General Requirements

(a) (1) All references to "contract(or) personnel" and "contract(or) employee" in this clause means all individuals, without limitation, to include individuals employed by the contractor, team member, subcontractor, consultant, and/or independent contractor, who will have access to information of the Department of Justice (DOJ) or information that is within the custody and control of the DOJ, access to DOJ IT systems, and/or unescorted access to DOJ facilities/space in connection with the performance of this contract. "Employment" as used herein does not create nor imply an employer/employee relationship between the DOJ and contractor employees.

(b) (1) The type of security investigation required for each contractor employee will be governed by the type and risk level of information made available to the contractor employee. The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the Security Programs Manager (SPM), in consultation with the Contracting Officer's Representative if one is appointed, have received the requisite security

(c) Except where specifically noted otherwise, the federal government will be responsible for the cost and conduct of the investigation.

(d) The contractor shall ensure that no contractor employee commences performance prior to receipt of a written authorization from the contracting officer, COR, or the SPM that performance by the respective contractor employee is authorized.

(e) The data and other information to which the contractor may have access as a result of this contract is the property of, and/or within the custody and control of, the Department, and its disclosure to third parties is governed by various statutes and regulations, the violation of which may subject the discloser to criminal

##### 2. Citizenship and Residency Requirements

(a) *Residency Requirement.* (1) Contractor employees in Public Trust positions, both U.S. citizens and non-U.S. citizens, must meet the Department's residency requirement if they will require access to DOJ information, IT systems, or unescorted access to facilities. For three years (not necessarily consecutive years) out of the last five years immediately prior to employment under the Department contract the contractor employee must have: (i) resided in the U.S.; (ii) worked for the U.S. in a foreign country as either an employee or contractor in a federal civilian or military capacity; or, (iii) been a dependent of a federal civilian or military employee or contractor working for the U.S. in a foreign country. At the Department's sole discretion, the residency requirement may be waived by the Department Security Officer (DSO) for contractor employees on a case-by-case basis where justified by extenuating circumstances.

The residency requirement does not apply to contractor employees residing in foreign countries that are hired to work in American embassies/consulates/missions located outside of the United States and who require access to DOJ information, IT systems, or unescorted access *provided that* an adequate background investigation can be conducted, with favorable adjudication, as determined by the DSO.

(b) *Citizenship.* (1) Aside from the specific exceptions set forth in Section 1.2(b)(2), for Public Trust positions, the DOJ requires that contractor employees be U.S. citizens and nationals, or lawful permanent residents seeking U.S. citizenship. Any prospective non-U.S. citizen contractor employee who requires access to DOJ information systems, DOJ information, and/or unescorted facilities

access must also have been granted a waiver as described below in paragraphs 1.2(d) and/or (e). The contractor is responsible for verifying that the non-U.S. citizens working under this contract are lawful permanent residents seeking U.S.

(2) *Exception for Certain Non-U.S. Citizen Contractor Employees:* (i) Non-U.S. citizen expert witnesses, litigative consultants, and interpreters in rare foreign languages are not required to be lawful permanent residents seeking U.S. citizenship. However, they must be granted a waiver for access to unclassified DOJ information, whether CUI or not, DOJ IT systems, and/or unescorted facility access, as described below in paragraph 1.2(d) and (e), regardless of the duration of their duties. (ii) Non-U.S. Citizen contractor employees residing in foreign countries who are hired to work for the Department of Justice in American embassies/consulates/missions outside of the United States are not required to be lawful permanent residents seeking U.S. citizenship.

(e) *Dual Citizenship.* (1) S. citizens who hold dual citizenship with a foreign country are considered U.S. citizens within the meaning of this clause, and may be considered for, but are not entitled to, contract employment as U.S. citizens consistent with this clause. The means by which the contractor employee obtained or exercises his or her dual citizenship status will be a consideration in the Public Trust Investigation (PTI) adjudication, and/or waiver approval processes discussed in this clause.

(d) *Access to DOJ Information Technology Systems.* Non-U.S. citizens are not authorized to access DOJ information technology (IT) systems or assist in the development, operation, management, or maintenance of DOJ IT systems, including providing IT system support, unless a waiver has been granted by the Head of the DOJ component or designee, with the prior concurrence of both the DSO and the DOJ Chief Information Officer, allowing computer access by the non-U.S. citizen. Such a waiver will be granted only in exceptional and unique circumstances on a case-by-case basis. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive DOJ IT system and any contractor employee who will need access to JCON must be a U.S. citizen or have received a waiver. In order for a waiver to be considered for approval: (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; (2) The type of personnel security vetting that has been conducted on the individual, and vetting results, that would mitigate risk; and (3) The waiver must be in the best interest of the federal government.

(e) *Access to Unclassified DOJ Information and Unescorted Access to DOJ Facilities or Space.* (1) Except as provided under 1.2(b)(2), non-U.S. citizens are not authorized to access DOJ information and/or unescorted access to DOJ facilities or space, unless a waiver has been granted by the DSO, allowing access by the non-U.S. citizen. Such a waiver will be granted on a case-by-case basis where justified at the discretion of the DSO.

### 3. Background Investigation Requirements

(a) (1) Unless otherwise stated below, all contractor personnel are subject to a Public Trust Investigation (PTI). The SPM will determine the type of investigation for each contractor employee based on the risk category (i.e., the nature of the position and degree of harm that could be caused by the individual in that position) and whether the position is long-term or short-term. The PTI risk categories are listed

(i) High Risk Positions. The minimum background investigation required is a Tier 4 (T4) investigation, and the five-year reinvestigation required is a Tier 4R (T4R) investigation. The 2017 version of the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, is required.

(ii) Moderate Risk Positions. The minimum background investigation required is a Tier 2 (T2) investigation. The five-year reinvestigation required is a Tier 2R (T2R) investigation. The 2017 version of the SF-85P is

(iii) Low Risk/Non-Sensitive Positions. The minimum background investigation required for Low Risk/Non-Sensitive positions is a Tier 1 (T1) investigation and the required five-year reinvestigation is also a Tier 1 (T1) investigation. The SF 85, Questionnaire for Non-Sensitive Positions, is

(b) *Exception for Expert Witnesses.* Expert Witnesses, litigative consultants, and interpreters in rare foreign languages may not be subject to full background investigation requirements if alternative security requirements are approved by the DSO.

(c) *Short-Term U.S. Citizen Contractor Employees.* Other than the exception in Section 1.3(b), short-term contractor employees (6 months or less) who are U.S. citizens are not subject to a full background investigation, however, must receive an approved pre-employment background investigation waiver. The required forms to complete and submit are listed in Section 1.4(b) and (c)(2).

(d) *Long-Term U.S. Citizen Contractor Employees.* Other than the exception in Section 1.3(b), all long-term U.S. citizen employees (longer than 6 months) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(e) *Non-U.S. Citizen Contractor Employees.* Other than the exception in 1.3(b), all non-U.S. citizen contractor employees regardless of performance duration (short or long term) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(f) *Reciprocity.* (1) A Public Trust Investigation will be accepted under reciprocity if it meets the following guidelines: (i) the investigation is current (investigations are considered current if completed within the last five years) and favorably adjudicated, or the reinvestigation has been deferred; (ii) the investigation meets or exceeds the level of investigation required for the DOJ contractual instrument; (iii) there has been no continuous (not cumulative) break in federal contract/service employment of two years or more; (iv) there is no derogatory information since the favorable fitness determination or adjudication that calls into question the individual's fitness based on character or conduct; and (v) the investigative record does not show conduct that is incompatible with the core duties of the new contract position. A "core duty" is a continuing responsibility that is of particular importance to the relevant covered position or the achievement of an agency's mission. Core duties will vary from position to position.

#### 4. Background Investigation Process

(a) *e-QIP (or its successor).* Public Trust background investigations/reinvestigations of contractor employees will be performed by the DCSA. The investigative process requires contractor employees to complete the Electronic Questionnaires for Investigations Processing (e-QIP) and provide additional information as specified in paragraph 1.4(b) below. Immediately after contract award, the contractor shall designate an employee as its "e-QIP Initiator" and provide the name of this person to the SPM. The e-QIP Initiator must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being given access to e-QIP. After the e-QIP Initiator's security approval is granted, the Contractor will be configured in e-QIP as a sub-agency to DOJ. The contractor will then be responsible for initiating investigations for all contract personnel, whose previous investigation does not meet reciprocity, in e-QIP for completion of the security questionnaire form and forwarding the electronic form with the remainder of the security package to the SPM. Subject to the prior written approval of the SPM, the contractor may designate an e-QIP Initiator for each subcontractor. Subcontractor e-QIP Initiators must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being provided access to e-QIP.

(b) *Additional Documentation.* (1) In addition to completing the e-QIP questionnaire (see 1.4(a), above), the contractor shall ensure that each contractor employee occupying Public Trust Positions, including short-term employees, completes and submits the following information through the contractor's Corporate Security Officer:

- (i) Digital Fingerprinting/FD-258 Applicant Fingerprint Card. Two sets are required per applicant. The contractor may schedule appointments with the SPM to be digitally fingerprinted; otherwise, fingerprinting by the FBI or other law enforcement entity, as approved by the SPM, is required to ensure the identity of the person being fingerprinted and for printing quality. All pertinent information must be completed by the individual taking the fingerprints (FBI or other). Use of the physical FD-258 Applicant Fingerprint Card should only be used in extenuating circumstances.
- (ii) DOJ-555 Fair Credit Reporting Act Disclosure. Authorizes DOJ to obtain one or more consumer/credit reports on the individual. This form will be required if the Component SPM determines a credit check is necessary for its Low Risk Level 1 contractor positions.
- (iii) OF-306, Declaration for Federal Employment.
- (iv) Foreign National Relatives or Associates Statement. This is only required if foreign national relatives or associates were not disclosed on the security questionnaire form.
- (v) Self-Reporting Requirements for All Contractor Personnel. This is an acknowledgement and acceptance statement that every contractor must sign.
- (vi) Additional information as may be required based on the review of the security questionnaire form.

The contractor shall review all forms/documents to ensure each is complete, accurate and meets all DOJ requirements, including applicable residency and citizenship requirements. The contractor shall resolve any issues or discrepancies with the contractor employee, including resubmission of corrected forms or documentation. Completed forms/documents shall be submitted to the SPM (or designee, which may include the COR) within five (5) calendar days after being finalized.

#### (c) *Adjudication and Pre-Employment Background Investigation Waivers*

(1) Except as set forth in this section, background investigations must be conducted and favorably adjudicated for each contractor employee prior to commencing their work on this contract. Where programmatic needs do not permit the federal government to wait for completion of the entire background investigation, a pre-employment background investigation waiver for public trust contractors can be granted by the SPM, in consultation with the cognizant COR. Pre-employment waivers cannot be used to circumvent delays in clearing classified contractors through the DCSA, if access to classified information is required.

(2) As directed by the SPM, the contractor shall initiate pre-employment waivers for Public Trust Positions when necessary. This may entail performing credit history checks and submission of these checks as part of the security package, including satisfactory resolution of any issues prior to submission to the federal government. A waiver will be disapproved if it develops derogatory information that cannot be resolved in the contractor employee's favor. When a waiver has been disapproved, the CO, in consultation with the SPM and COR, will determine (i) whether the contractor employee will no longer be considered for work on a DOJ contract or (ii) whether to wait for the completion and favorable adjudication of the background investigation before the contractor employee commences work on a Department contract. The pre-employment background investigation waiver requirements include:

1. Verification of citizenship (copy of a birth certificate, naturalization certificate, or U.S. passport);
2. Verification of compliance with the *DOJ Residency Requirement* of this Clause;
3. Favorable review of the security questionnaire form;
4. Favorable FBI fingerprint results;
5. Favorable credit report;
6. Favorable review of the OF-306 form, Declaration for Federal Employment;
7. Verification of the initiation of the appropriate background investigation (for long-term personnel); and
8. Receipt of the signed *DOJ Self-Reporting Requirements for All Contractor Personnel* (see Section 1.6, below).

(3) The investigating agency (DCSA) will provide the SPM with the results of each proposed contractor employee's Public Trust investigation. Upon receipt of the investigation and any other pertinent documents from the investigating agency, the SPM will determine whether each proposed contractor employee should be granted employment security approval.

(4) The COR will notify the contractor of the results of Public Trust background investigations as they are completed and adjudicated, including any individual who is found ineligible for employment security approval. For any individual found ineligible for employment on a Department contract, the contractor shall propose a replacement and initiate the background investigation process consistent with this

#### 5. Identity Proofing and Badging

(a) Access to DOJ Information, federally-controlled IT systems, and/or unescorted access to federally-controlled facilities or space (regardless of whether the contractor employee will be issued a DOJ PIV card or building access badge) shall be made available after each respective contractor employee has (1) met the identity proofing requirements outlined below, and (2) completed all other security requirements stated elsewhere in this

(b) (1) Public Trust contractor employees must appear in person at least once before a DOJ official or an official of a trusted contract company (i.e., has a facility security clearance) who is responsible for checking two forms of identification in original form prior to commencement of work by the contractor employee and PIV card or building access badge issuance (as applicable). Approval will be documented by the DOJ official or an official of a trusted contract company. (Acceptable documents are listed in Form I 9, Employment Eligibility Verification, and at least one document must be a valid state or federal government issued picture ID).

(c) [Reserved]

(d) All contractor employees requiring unescorted access to a DOJ controlled facility or space shall comply with the PIV card or building access badge requirements outlined below:

- (i) When any contractor employee enters a DOJ building for the first time, he/she shall allow one hour for security processing and the creation and issuance of a building access PIV cards require additional processing time and will not likely be issued on the same day.
- (ii) Building access badges shall be subject to periodic review by the contractor employee's supervisor and checked against his/her personal identification. The contractor employees shall present themselves for the issuance of renewed badges when required by the government as scheduled by the COR or his/her designee. The contractor shall notify the COR when contractor employee badges are lost, and must immediately apply for reissuance of a replacement badge. The contractor shall pay for reissued building access badges at no cost to the government. It is the contractor employee's responsibility to return badges to the COR or his/her designee when a contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

#### 6. Employee Reporting Requirements

(a) All contractor employees must sign the *DOJ Self-Reporting Requirements for All Contractor Personnel* statement acknowledging and accepting the DOJ requirement that they immediately self-report certain information using the Department's iReport system. The COR or SPM will provide the Self-Reporting statement as well as a list of reportable information, which varies by position sensitivity

designation, to the contractor employee before commencing work under the contract. If the contractor employee does not have access to the DOJ iReport System, the COR or SPM will provide a fillable form for the contractor employee to complete and

(b) The COR and SPM will review the written report and documentation and make a determination regarding continued employment on a DOJ

(c) DOJ reporting requirements are in addition to the DCSA reporting requirements and the contractor's internal reporting

#### 7. Replacement Personnel

(a) The contractor shall make every effort to avoid costs to the government for security investigations for replacement of contractor employees, and in so doing shall ensure that otherwise satisfactorily performing and physically able contractor employees remain in contract performance for the duration of the contract. The contractor shall take all necessary steps to ensure that contractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and able to meet all other requirements stipulated in the contract.

(b) The fact that the government performs security investigations shall not in any manner relieve the contractor of its responsibility to ensure that all contract personnel are reliable and of reputable background and sound character. Should a security investigation conducted by the government and/or a contractor's self-report or failure to self-report render ineligible a contractor employee, the contracting officer will determine whether the contractor has violated this clause. The contracting officer may direct the contractor, at its own expense, to remove and replace any contractor personnel who fails to comply with or violates applicable requirements of this contract. Such action may be taken at the government's direction without prejudice to its rights under any other provision of this contract, including termination for default, and the contractor may be held liable, at a minimum, for all reasonable and necessary costs incurred by the government to (i) provide coverage (performance) through assignment of individuals employed by the government or third parties in those cases where absence of contractor personnel would cause either a security threat or DOJ program disruption and (ii) conduct security investigations in excess of those which would otherwise be required.

(c) Nothing in this clause shall require the contractor to bear costs involved in the conduct of security investigations for replacement of a contractor employee who separates from the contractor of his/her own accord, is incapacitated, or is deceased.

(d) The contractor shall comply with the terms and conditions set forth under this clause and assumes all liability for failure to comply. The rights and remedies conferred upon the government by this clause are in addition to all and other rights and remedies pursuant to the contract and as established by law.

(End of Clause)

#### DOJ-04 Federal Workplace Responses to Domestic Violence, Sexual Assault, and Stalking (DEC 2014)

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(a) **Department Policy on Domestic Violence, Sexual Assault, and Stalking.** It is the Department's policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in DOJ Policy Statement 1200.02 (Policy Statement), available in full for public viewing at

<https://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domesticviolence-sexualassault-stalking.pdf>

Federal-workplace-responses-to-domesticviolence-sexualassault-stalking.pdf. Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all of Vendor's employees and employees of subcontractors who will be assigned to work on Department premises.

(b) **Point of Contact for Victims of Domestic Violence, Sexual Assault, and Stalking.** Upon contract award, the Department will notify contractor of the name and contact information for the Point of Contact for Victims of domestic violence, sexual assault, and stalking for the component or components where Contractor will be performing. Contractor agrees to inform its employees and employees of subcontractors who will be assigned to work on Department premises of the name and contact information for the Victim Point of Contact.

(End of Clause)

#### DOJ-05 Security of Department Information and Systems DOJ-05 (OCT 2023)

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### I. **Applicability to Contractors and Subcontractors**

Section 2839.102 of the Justice Acquisition Regulation (JAR), (48 C.F.R. § 2839.102), applies to this contract.

Accordingly, all contractors are obligated to comply with all applicable DOJ security policies, directives, or guidance documents, including the security requirements in the provisions in this contract clause. This contract clause applies to all contractors and subcontractors, including cloud service providers ("CSPs"), and personnel of the contractors and subcontractors (hereinafter collectively, "Contractor") that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information. The security requirements set forth herein are in addition to those required by the Federal Acquisition Regulation ("FAR"), and any other applicable laws, mandates, contract clauses, DOJ policies, directives or guidance documents and Executive Orders pertaining to the development and operation of Information Systems and/or the protection of Government Information. This clause does not alter or diminish any existing rights, obligations, or liability under any other civil and/or criminal law, rule, regulation, or mandate.

## II. General Definitions

The following general definitions apply to this clause. Specific definitions also apply as set forth in other paragraphs.

**A. Authorization to Operate ("ATO")**, as defined in National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-37 Revision 2, is the official management decision given by a senior Federal official or officials to authorize operation of an information system and to explicitly accept the risk to agency operations (including mission, functions, image, or reputation), agency assets, individuals, other organizations, and the Nation based on the implementation of an agreed-upon set of security and privacy controls.

**B. Cloud Computing**, as defined in DOJ Order 0904 Cybersecurity Program, is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This cloud model is composed of five essential characteristics, three service models, and four deployment models in accordance with NIST SP 800-145.

**C. Covered Contract** is any contract, order or other agreement under which the contractor, or a subcontractor at any tier, including a cloud service provider, may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information (as defined below) in the course of providing a product or service to the Department, with the exception of acquisitions under the micro-purchase threshold.

**D. Covered Information System** means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information under a Covered Contract.

**E. Data** means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data, computer software, and personally identifiable information (PII) (defined below). The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**F. DOJ Information**, as defined in DOJ Order 0904, means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by the Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired to perform the contract.

**G. Information**, as defined in DOJ Order 0904, is any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic,

narrative, or audiovisual. This includes any communication or representation of knowledge in an electronic format that allows it to be stored, retrieved, or transmitted.

**H. Information System**, means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502(8)).

**I. Personally Identifiable Information (“PII”)**, as defined in the FAR 24.101, means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual. It includes but is not limited to common data elements such as names, addresses, dates of birth, and places of employment, to identity documents, Social Security numbers or other government-issued identifiers, precise location information, medical history, and biometric records. This definition covers all PII that is created by or becomes available to the contractor, including its employees, subcontractors, or affiliates, as a result of performing under this contract. PII, as supplementally defined in DOJ Order 0904, also includes information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual’s identity.

**J. Private Cloud**, as defined in NIST SP 800-145, is the deployment model for cloud infrastructure provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

**K. Security Breach** means any security incident (as defined below) that directly relates to the loss of control, compromise, exfiltration, manipulation, unauthorized disclosure, unauthorized acquisition, unauthorized exposure or unauthorized access or any similar occurrence of any Covered Information System or any DOJ Information or any PII accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system. This includes incidents where (1) a person other than an authorized user accesses or potentially accesses PII or DOJ Information or (2) an authorized user accesses or potentially accesses PII or DOJ Information for an unauthorized purpose.

a. **Potential Security Breach** (hereinafter, “Potential Breach”) means any suspected, but unconfirmed security breach (as defined above).

b. **Confirmed Security Breach** (hereinafter, “Confirmed Breach”) means any confirmed security breach (as defined above).

**L. Security Incident** means any occurrence that (1) may actually or imminently jeopardize, without lawful authority, the availability, integrity, authentication, confidentiality, or nonrepudiation of DOJ Information or a Covered Information System; or (2) may constitute a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

a. **Potential Security Incident** means any suspected, but unconfirmed security incident (as defined above).

b. **Confirmed Security Incident** means any confirmed security incident (as defined above).

**M. Vulnerability**, as defined in DOJ Vulnerability Management Plan, and the OCIO Information Security Management Procedure, means a weakness or flaw discovered in the design of a system that, when exploited, may result in a loss of confidentiality, integrity, or availability of DOJ Information or an Information System.

### III. Confidentiality and Non-Disclosure of DOJ Information

A. Preliminary and final contract deliverables and all associated working papers and material generated by the Contractor developed using DOJ Information, product, source code, and/or methods of operations, are

the property of the U.S. Government and must be submitted to the Contracting Officer ("CO") or the CO's Representative ("COR") at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14 (Rights in Data-General). The Contractor will define a method of monitoring the development activity to include any activity associated with DOJ Information, product, source code, and methods of operations. The data rights and development details shall be defined within the Contract.

If the Contractor intends to utilize its existing data, for which it has a patent or copyright, to develop a contract deliverable, it is incumbent upon the Contractor to negotiate with the CO the proper FAR Part 27 clauses in the contract to protect its existing data.

B. Pursuant to FAR 52.227-14(d)(2), all documents and data produced in the performance of this contract containing DOJ Information, product code, source code, and/or methods of operations are the property of the U.S. Government and, without the prior written permission of the CO, the Contractor shall neither reproduce nor release such information to any third-party at any time, including during performance or following expiration and/or termination of the contract.

C. Any DOJ Information made available to the Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, the Contractor assumes responsibility for the protection of the confidentiality of all DOJ Information processed, stored, or transmitted by the Contractor. The Contractor shall comply with information security responsibilities and duties throughout the contract and after expiration/termination as appropriate per contract close-out activities. When requested by the CO (typically no more than annually), the Contractor shall provide a report to the CO identifying, to the best of the Contractor's knowledge and belief, the type, amount, and level of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted under the Contract and whether such information includes social security numbers (in whole or in part).

#### **IV. Compliance with Information Technology Security Policies, Procedures and Requirements**

A. For all Covered Information Systems, in addition to any other applicable requirements, as set forth in Part I, the Contractor shall comply with the security requirements of the Federal Information Security Modernization Act of 2014 ("FISMA"), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology ("NIST") Special Publications ("SP"), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards ("FIPS") Publications 140-2, 199, and 200, Federal Risk and Authorization Management Program ("FedRAMP"), DOJ IT Security Standards as amended, and OMB Memoranda relating to the security of information and/or Federal Information Systems.

B. In addition, for all Covered Information Systems, the Contractor shall comply with the following requirements, which are listed here only to highlight certain specific applicable requirements from one of the sources identified in the first paragraph of this Section. This is not an exhaustive list of all such requirements with which the Contractor is obligated to comply, and the omission of a requirement from this list should not be construed as negating the materiality of that requirement. These requirements and those in the authorities in the prior paragraph should be read together.

1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise.

2. Providing security awareness training at least annually to all Contractor employees and contractors involved with the Covered Contract. Such training shall include, but not be limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems.
3. Creating, protecting, and retaining, in accordance with applicable requirements but in any event at least until the expiration of the contract, Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information.
4. Maintaining authorizations to operate any Covered Information System.
5. Performing continuous monitoring on all Covered Information Systems, to include but not be limited to, collecting, reviewing, and analyzing appropriate logs and timely investigating security alerts and potential security incidents.
6. Establishing and maintaining baseline configurations and current inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Covered Information Systems.
7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups.
8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods as defined by NIST 800-63-3, *Digital Identity Guidelines* or current revision.
9. Establishing and maintaining an operational incident handling capability for Covered Information Systems that includes adequate and timely development, logging, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and timely reporting incidents to appropriate officials and authorities within the Contractor's organization and the DOJ.
10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance.
11. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media, and DOJ assets under Contractor control; protecting them from environmental impacts, access, and equipment positioning requirements defined; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media.
12. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized personnel according to DOJ 03.
13. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards including personnel background checks.
14. Continuously assessing the risk to DOJ Information in Covered Information Systems, including scanning and remediating vulnerabilities, or implementing appropriate mitigation in accordance with DOJ policy, and ensuring the timely removal of assets no longer supported by the Contractor.

15. Continuously monitoring the application of security controls of Covered Information Systems, assessing the efficacy of such controls, and developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Covered Information Systems.
16. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Covered Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security.
17. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate and timely action in response.
18. Ensuring return of Government Furnished Equipment ("GFE") and/or PIV card assets within 10 business days of notification for end of use (contract end, staff change, etc.).
19. Complying with rights in data (FAR 52.227-14) as to the development, management, and protection of DOJ Information.
20. Reporting on risks or known issues impacting DOJ Services (staffing, hardware, process, changes, etc.) through the Contractor's CO or COR, DOJ Service Owner ("SO"), and Government Technical Manager ("GTM") including risk mitigation activities.
21. Reporting through the Contractor's CO or COR on any projected or planned changes in corporate ownership, covered information system design, and/or any technical changes that could impact the confidentiality, integrity or availability of DOJ Information, data, or systems. Changes to system design must be updated through the authorization process per NIST SP 800-37 Revision 2, Step 6 ("Continuous Monitoring") or current NIST revision.
22. When, as part of operating within the DOJ environment, the Contractor's covered information system is subject to review, audit, or assessment by third parties, facilitating DOJ access to information system resources, facilities, personnel, and documentation in a timely manner as required by the auditors. Should a third-party organization conduct a review of any Covered Information System, the Contractor must provide a copy of the report to DOJ, through the CO and COR.
23. Completing an attestation that meets OMB Memorandum M-22-18 for software procurements following the template attestation form developed by NIST. The attestation form must be returned to the CO and COR for sharing with the component Chief Information Officer (CIO).
24. Reporting on outages impacting DOJ Services through the Contractor's CO, COR, and DOJ Service Owner (SO) to include event and mitigation details.

C. The Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an ATO for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. (For Cloud Computing Systems, see Section V, below.)

D. The Contractor shall ensure compliance with DOJ-03 (Personnel Security Requirements for Contractor Employees) as to all Covered Information Systems.

E. When requested by the DOJ CO or COR as described below, the Contractor shall provide DOJ, including the Office of Inspector General ("OIG") and Federal law enforcement components, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to the Contractor's facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by DOJ or agents acting on behalf of DOJ, and such access shall be provided within 72 hours of the request. Additionally, the Contractor shall cooperate with DOJ's efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.

F. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause or access a Covered Information System is prohibited unless the CO approves it in writing after the Contractor has provided a letter certifying compliance with the following requirements. For any requirements which include the use or storage of PII, the Senior Component Official for Privacy must also approve. Any additional requirements set forth for the use or storage of PII under DOJ-02, Contractor Privacy Requirements, are in addition to, not superseded by, the requirements set forth here.

1. Media must be encrypted using a NIST FIPS 140-2 approved product.
2. The Contractor must develop and implement a process to ensure that security and other applications software is kept up to date.
3. Where applicable, media must utilize antivirus software and a host-based firewall mechanism.
4. The Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information should be treated by the Contractor as sensitive information unless specifically designated as non-sensitive by the DOJ.
5. A Rules of Behavior (ROB) form must be signed and acknowledged annually by users. These rules must address, at a minimum, authorized, and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the users that they have no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.
6. Cybersecurity Awareness Training (CSAT) shall be provided annually by Contractor for all users of Covered Information System. This training must be submitted to, and approved by, the CO or COR in advance of being provided to users. Users must complete and acknowledge having received CSAT each year. At a minimum, CSAT provided by contractors must include:
  - a. Insider Threat Detection and Reporting – Importance of detecting, methodologies, indicators, and reporting
  - b. Privacy Awareness – Privacy Act and PII
  - c. General Cybersecurity – Information security, trends in advance persistent threats, social engineering/phishing, appropriate use, mobile devices, remote access, basic security best practices

G. Contractors shall not store DOJ information on Contractor-owned removable IT (e.g., media such as a thumb drive or external hard drive) unless expressly authorized in writing by the DOJ CO or COR in the performance of their contract.

H. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with NIST SP 900-88, *Guidelines for Media Sanitization*.

I. The Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.

J. The Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 10 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned in a format and form acceptable to DOJ. The Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 10 business days of the removal and return of all DOJ Information.

K. DOJ, at its discretion, may suspend the Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that the Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident or Security Breach (see definitions above), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Any termination action taken because of the Contractor's suspected failure to comply with any security requirement will be conducted in accordance with the applicable termination clause governing the awarded contract. The Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to DOJ, and that upon request by the CO, the Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at the Contractor's expense. The Contractor must comply with FAR 52.227-14 (Rights in Data), FAR 52.245-1 (Government Property), DOJ 2400.3A Chapter 1 (component property procedures), and FAR 4.804-5(a)(6) (Procedures for closing out contract files).

## **V. Cloud Computing**

A. The Contractor may not utilize the Cloud system of any Cloud Service Provider ("CSP") unless:

1. All of the following has occurred: (a) the Cloud system and CSP have been evaluated by a Third Party Assessing Organization ("3PAO") certified under FedRAMP; (b) the Cloud system received FedRAMP authorization; (c) the Contractor has provided the most current System Security Plan ("SSP") and Security Assessment Report ("SAR") to the DOJ CO for consideration, and provides any subsequent SSPs and SARs within 30 days of issuance; and, (d) the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under the Covered Contract has issued an ATO; or,

2. In cases where the CSP or its offering is not FedRAMP authorized, the COR approves utilization of the Cloud System after the CSP has worked with the authorizing official, the DOJ OCIO, and the FedRAMP Program Management Office to determine that the CSP is likely to seek and receive Agency/FedRAMP authorization within 1 year, or DOJ has authorized use as a Private Cloud or Contractor Owned, Contractor Operated system.

B. The Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored, or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48 hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.

C. The Contractor must ensure that the CSP provides access and information to support and enable DOJ's cloud security posture management, to include the current inventory of security management configuration data for services and information to confirm the Contractor has been monitoring accounts for compliance with security requirements. The DOJ Justice Security Operations Center (JSOC) must be able to access logs

and events to investigate potential security breaches and perform security posture assessments associated with the Security Audit Identity Credential Access Management (ICAM) policies.

D. The Contractor must ensure that the CSP provides evidence of annual recertification of privileged user access management.

E. A Supply Chain Risk Management (SCRM) review is mandatory for specified acquisitions in accordance with established process in EO 14028 and NIST SP 800-161, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations*, or superseding document. All vendor products and solutions to be used on DOJ national security systems, enterprise-wide systems, or new FIPS-199 High and Moderate systems for the purpose of accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of DOJ Information must be submitted to DOJ OCIO for a Supply Chain Risk Management review prior to contract award or ATO signature. Changes in corporate ownership or structure shall be reported to the CO for referral to SCRM. The Contractor shall notify the CO of any confirmed Supply Chain compromise affecting the Contractor's products or services within 1 hour of discovery.

\_\_\_ The following SCRM requirements for acquisition of systems, hardware, or software which will be used in systems that are mission critical or process sensitive data apply to this award. **(CO check as appropriate in coordination with the Program Manager and/or System Owner)**

1. The Contractor shall develop and deliver a SCRM Plan. The SCRM Plan shall meet the format described in NIST SP 800-161, Appendix E. The SCRM plan shall address the following security controls from NIST SP 800-53 Rev 5: SR-2, SR-3, SR-4, SR-5, SR-6, SR-7, SR-8, SR-9, SR-10, and SR-11. Equivalent ISO 27000 series controls may be used if they are mapped to the NIST control(s).

2. The Contractor shall implement the required security controls as documented in the SCRM Plan. The requirements of the SCRM plan shall flow down to all subcontractors. Evidence of the certification and compliance is required.

3. The Contractor shall provide evidence of compliance with the documented SCRM Plan. **(CO select which applies)**

☒ Self-assessment by a contractor security team

\_\_\_ External assessment by an independent auditor

## VI. Information System Security Incident or Security

A. Confirmed Security Incident. The Contractor shall immediately (and in no event later than 1 hour of discovery) report any Confirmed Security Incident to the DOJ CO and COR. If the Confirmed Security Incident occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, the Contractor must call JSOC at 1-202-357-7000 immediately (and in no event later than within 1 hour of discovery of the Confirmed Security Incident) and shall notify the CO and COR as soon as practicable.

### B. Potential Security Incident.

1. If the Contractor suspects that DOJ information has been potentially disclosed or impacted, the Contractor shall promptly investigate to determine if a Security Incident has occurred. If the Contractor has not determined within 24 hours (i.e., 24 hours from detection of potential security incident and/or security breach) whether the Potential Security Incident was in fact a Security Incident, then it must immediately report the Potential Security Incident to the DOJ CO and the COR. If the time by which to report the Potential Security Incident occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, the Contractor must call or e-mail the JSOC Team at 1-202-357-7000 or

JSOC@USDOJ.GOV and contact the DOJ CO and COR as soon as practicable. If the contract involves PII, the Contractor must comply with the notification requirements of DOJ-02 and Executive Order M-17-12 (Memorandum on Preparing for and Responding to a Breach of Personally Identifiable Information), Contractor Privacy Requirements, Section B.5, for an actual or suspected Security Incident.

2. The Contractor must limit sharing of Security Incident details to only those individuals involved in responding to the potential Security Incident. Any provisions of the Covered Contract regarding the citizenship or location of individuals working on the Covered Contract apply equally to individuals involved in responding to any potential Security Incidents. The Contractor may request assistance from the JSOC for advice, incident response, or FBI coordination. The Contractor must provide weekly updates to CO, COR and JSOC during the course of a Security Incident investigation.

C. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify:

1. Both the Covered Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII.

2. All steps and processes being undertaken by the Contractor to minimize, remedy, and/or investigate the Security Incident.

3. Any and all other information as required by the CISA Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and

The Contractor may request assistance from the JSOC Team for advice, incident response, or FBI coordination, and must provide weekly updates to CO, COR, and JSOC during the course of an Incident investigation.

D. Except as otherwise required by Federal, State and local laws, executive orders, rules and regulations, all determinations regarding whether and when to notify other individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials, the DOJ Core Management Team, or the COR at DOJ's discretion.

E. The Contractor must provide to DOJ full access to any facility and/or Covered Information System affected or potentially affected by any potential or confirmed Security Incident, including access by the DOJ OIG and federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

F. DOJ, at its sole discretion, may obtain, and the Contractor will permit, the assistance of other federal agencies and/or third-party contractors or firms to aid in response activities related to any potential or confirmed Security Incident. Additionally, DOJ, at its sole discretion, may require the Contractor to retain, at the Contractor's expense, a 3PAO acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Covered Information Systems.

G. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by the Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response

activities. The Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

## **VII. Pass-Through of Security Requirements to Subcontractors and CSPs**

A. The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with the contract, including any CSP providing services for any other CSP under the contract, and the Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract. Any breach by any subcontractor or CSP of any of the provisions set forth in this clause will be attributed to the Contractor.

(End of Clause)

### **DOJ-07 Prohibition On Access By Non-U.S. Citizens To DOJ IT Systems (MAR 2002)**

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.

(End of Clause)

### **DOJ-08 Continuing Contract Performance During a Pandemic Influenza or other National Emergency (OCT 2007)**

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.

- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

The Department does reserve the right in such emergency situations to use federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of Federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2, Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

(End of Clause)

#### **[END OF ADDENDUM TO FAR 52.212-4]**

#### **52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders- Commercial Products and Commercial Services (Sep 2023)**

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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved].
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- ☒ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
- ☐ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (11) [Reserved].
- ☐ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
- ☒ (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (14) [Reserved]
- ☐ (15)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-6.
- ☐ (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-7.
- ☒ (17) 52.219-8, Utilization of Small Business Concerns (Sep 2023) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (18)(i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
- ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
- ☐ (iv) Alternate III (Jun 2020) of 52.219-9.
- ☐ (v) Alternate IV (Sep 2023) of 52.219-9.
- ☐ (19)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-13.
- ☐ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- ☐ (21) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- ☐ (23)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (Sep 2023) (15 U.S.C. 632(a)(2)).

- ☐ (ii) Alternate I (Mar 2020) of 52.219-28.
- ☐ (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 657s).
- ☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2022) (E.O. 13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (31)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (32)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (33)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (36)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (37) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (38)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (41)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (42)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- \_\_\_ (44)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- \_\_\_ (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_ (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- X (48)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_\_ (49)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).
- \_\_\_ (ii) Alternate I (Oct 2022) of 52.225-1.
- \_\_\_ (50)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I [Reserved].
- \_\_\_ (iii) Alternate II (Dec 2022) of 52.225-3.
- \_\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.
- \_\_\_ (v) Alternate IV (Oct 2022) of 52.225-3.
- \_\_\_ (51) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (52) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- \_\_\_ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- \_\_\_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- \_\_\_ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- X (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- \_\_\_ (60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

\_\_\_ (64)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vi) 52.219-8, Utilization of Small Business Concerns (Sep 2023) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiv) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvii) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**Section 3 - List of Attachments**

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## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item (s) to be Considered:</b>	Discussion and action on the acceptance of a grant from the Educate Texas Fund of the Communities Foundation of Texas.	<b>Amount:</b> \$100,000																					
<b>Requestor:</b> Tonie Badillo	<b>Area Responsible:</b> Dual Credit & Early College High Schools																						
<b>Resource Persons:</b> Steven Smith, Tonie Badillo, Robert Elliott																							
<b>Purpose:</b>	To approve the acceptance of a grant from the Educate Texas Fund of the Communities Foundation of Texas that will support activities for the Pathways in Technology Early College High School (P-TECH) programs.																						
<b>Explanation:</b>	<p>The goal of this grant award is to strengthen the Information Technology P-TECH model by closing the gaps between each of the three legs of the P-TECH stool: school district(s), higher ed, and business and industry with the support of regional collaborators. The grant will focus on strengthening and expanding education-to-career programs related and complementary to P-TECH activities. Students graduating from a P-TECH program enter the workforce with proven, in-demand skill sets, making them top candidates in their chosen 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> <p style="text-align: center;"><b>Budget Account Number: 23878-P23878: Budget Summary: \$100,000</b>  <b>November 1, 2023 – August 30, 2024</b>  <b>Detailed Budget Overview:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">61205</td> <td style="width: 60%;">Administrator F/T</td> <td style="width: 25%; text-align: right;">24,495</td> </tr> <tr> <td>62000</td> <td>Fringe Benefits<sup>1</sup></td> <td style="text-align: right;">3,062</td> </tr> <tr> <td>71120</td> <td>Office Supplies</td> <td style="text-align: right;">22,400</td> </tr> <tr> <td>71440</td> <td>Hospitality</td> <td style="text-align: right;">25,000</td> </tr> <tr> <td>71910</td> <td>Indirect Costs</td> <td style="text-align: right;">13,043</td> </tr> <tr> <td>72200</td> <td>Out of Town Travel</td> <td style="text-align: right;">12,000</td> </tr> <tr> <td></td> <td><b>Total Budget</b></td> <td style="text-align: right;"><b>\$100,000</b></td> </tr> </table> <p><sup>1</sup>Full- time fringe benefit rate is 30%, Part-time fringe benefit rate is 10.5% and faculty fringe benefit rate is at 12.17%.</p>		61205	Administrator F/T	24,495	62000	Fringe Benefits <sup>1</sup>	3,062	71120	Office Supplies	22,400	71440	Hospitality	25,000	71910	Indirect Costs	13,043	72200	Out of Town Travel	12,000		<b>Total Budget</b>	<b>\$100,000</b>
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<b>Recommendation:</b>	Approval by the Board of Trustees.																						

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the acceptance of a grant from the City of El Paso.	<b>Amount:</b> \$37,000																								
<b>Requestor:</b> Lorely Ambriz	<b>Area Responsible:</b> Instruction and Student Success																								
<b>Resource Persons:</b> Steven Smith, Paula Mitchell, Robert Elliott, Lorely Ambriz																									
<p><b>Purpose:</b> The purpose of the grant is to help support and manage the Northwest Community Library at the Northwest Campus.</p> <p><b>Explanation:</b> The City of El Paso has assisted EPCC in supporting the Northwest Community Library. The Northwest Campus serves families and students of Northwest El Paso by providing the library facility, technology, a library collection, staff, and other support services. The annual allocation of \$37,000 will help the Community Library provide services to children, young adults, adults, and college students.</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> <p style="text-align: center;"><b>Budget Account Number: 23868-P23868 Budget Summary \$37,000</b>  <b>December 1, 2023 – December 1, 2024</b>  <b>Detailed Budget Overview:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">61431</td> <td style="width: 65%;">Librarian P/T</td> <td style="width: 20%; text-align: right;">\$25,500</td> </tr> <tr> <td>62000</td> <td>Fringe Benefits<sup>1</sup></td> <td style="text-align: right;">3,100</td> </tr> <tr> <td>71130</td> <td>Instructional Supplies</td> <td style="text-align: right;">2,800</td> </tr> <tr> <td>71313</td> <td>Consultant</td> <td style="text-align: right;">3,700</td> </tr> <tr> <td>71330</td> <td>Printing/Duplicating</td> <td style="text-align: right;">400</td> </tr> <tr> <td>71430</td> <td>Advertising</td> <td style="text-align: right;">200</td> </tr> <tr> <td>71440</td> <td>Hospitality</td> <td style="text-align: right;">1,300</td> </tr> <tr> <td></td> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$37,000</b></td> </tr> </table> <p><sup>1</sup>Full-time fringe benefit rate is 0%, Part-time fringe benefit rate is 12.17%, and overall composite fringe benefit rate is 12.17%</p>		61431	Librarian P/T	\$25,500	62000	Fringe Benefits <sup>1</sup>	3,100	71130	Instructional Supplies	2,800	71313	Consultant	3,700	71330	Printing/Duplicating	400	71430	Advertising	200	71440	Hospitality	1,300		<b>TOTAL</b>	<b>\$37,000</b>
61431	Librarian P/T	\$25,500																							
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	<b>TOTAL</b>	<b>\$37,000</b>																							
<b>Recommendation:</b> Approval by the Board of Trustees.																									

## STUDENT SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the approval to purchase, from Silsbee Ford, two (2) 2024 Ford Expeditions for the El Paso Community College Police Department.	<b>Amount:</b> \$119,323
<b>Requestor:</b> Jose Ramirez	<b>Area Responsible:</b> Police Department
<b>Resource Persons:</b> Carlos Amaya, Jose Ramirez	
<p><b>Purpose:</b> To purchase two (2) 2024 Ford Expeditions to be utilized by the El Paso Community College Police Department.</p> <p><b>Explanation:</b> Vehicles being requested will replace and supplement the older unmarked units. This is part of the plan in place to replace vehicles.</p> <p>This purchase will be conducted using the purchasing cooperative TIPS USA 210907 automobiles as allowed by the Texas Education Code 44.031 (a) (4), and the provisions of Texas Government Code, Chapter 7791 – Interlocal Cooperation Contracts.</p> <p>Such contracts are competitively awarded.</p> <p>Funding is provided by the Vehicle Registration Equipment Budget.</p>	
<p><b>Recommendation:</b> Approval by the Board of Trustees.</p> <p><b>Vendor:</b> Silsbee Ford 1211 US Highway 96 N. Silsbee, Tx 77656</p>	<p>Date: <u>12/15/2023</u></p> <p>Account: <u>31001-L31001</u></p> <p>Budget: <u>\$145,000</u></p> <p>Expenditures to date: <u>-0-</u></p> <p>Balance: <u>\$145,000</u></p>

## STUDENT SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the approval of Continuing Education (CE) tuition rates for new courses.	
<b>Requestor:</b> Blayne Primozich	<b>Area Responsible:</b> Workforce and Continuing Education
<b>Resource Persons:</b> Steven Smith, Blayne Primozich	
<b>Purpose:</b> To approve tuition rates for new CE courses.	
<b>Explanation:</b> As new courses are brought into the inventory, the Workforce and Continuing Education Division requests the Board of Trustees approval for the associated tuition rates.	
<b>Recommendation:</b> Approval by the Board of Trustees.	

COURSE	TITLE	HOURS	TUITION
<b>Allied Health</b>			
AHW 112	Stretch and Rest – Yin Yoga	12	\$90
WSI 162	Nursing Professional Development Exam Review Certification	13	\$1,279
WSI 173	Certified Operating Room Nurse (CNOR)	14	\$1,384
WSI 174	Certified Emergency Room Nurse (CEN)	15	\$1,498
WSI 175	Adult Critical Care Registered Nurse (CCRN)	15	\$1,472
<b>Business/Computer/Technical Education</b>			
WSI 157	Microsoft Office Excel 2019/Office 365 Advanced	2	\$197
WSI 158	Microsoft Office Excel 2019/Office 365 Intermediate	2	\$200
WSI 159	Microsoft Office Outlook	2	\$196
WSI 160	Microsoft Office PowerPoint	2	\$200
WSI 161	Microsoft Office Word	2	\$199
WSI 163	Microsoft Office Excel	3	\$296
<b>Center for Corporate and Workforce Training</b>			
CWT 201	Machining/Welding	14	\$1,637

## STUDENT SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the approval of Continuing Education (CE) tuition rates for revised courses.	
<b>Requestor:</b> Blayne Primozich	<b>Area Responsible:</b> Workforce and Continuing Education
<b>Resource Persons:</b> Steven Smith, Blayne Primozich	
<b>Purpose:</b> To approve tuition rates for revised CE courses.	
<b>Explanation:</b> Workforce and Continuing Education Department is requesting approval for changes in tuition. The comments column provides an explanation for each revised rate.	
<b>Recommendation:</b> Approval by the Board of Trustees.	

COURSE	TITLE	OLD HOURS	OLD TUITION	NEW HOURS	NEW TUITION	COMMENTS
<b>Allied Health</b>						
WSI 122	Wound Care	4	\$388	4	\$386	Tuition was decreased per new SDF grant contract for the Hospitals of Providence.
WSI 125	Joint Commission Standards of Care/Life Safety	4	\$382	4	\$397	Tuition was increased per new SDF grant contract for the Hospitals of Providence.
WSI 126	Joint Commission Clinical Standards/Clinical Standards	4	\$385	4	\$396	Tuition was increased per new SDF grant contract for the Hospitals of Providence.
<b>Center for College Access and Development</b>						
WPL 432	GED Math Review	30	\$28	40	\$40	Tuition reflects increased contact hours.
<b>Safety and Security</b>						
PLE 733	Motorcycle Rider Course	16	\$282	16	\$300	Tuition adjusted to cover increased maintenance cost.