



Regular Board of Trustees Meeting Wednesday, July 24, 2024

El Paso Community College
9050 Viscount Blvd, Boardroom A200
2024-07-24 16:30 - 17:30 MDT

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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, July 24, 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. Discussion with legal counsel a proposal to

streamline hiring practices to ensure that vacant positions are promptly filled to meet the needs of the College, and proposal to work to amend Board Policies and College Procedures, as necessary, to align with the proposed changes, in accordance with Texas Government Code 551.071 and 551.074.

1.3.2. Discussion with legal counsel regarding request from Canutillo ISD for certain property modifications to Northwest Campus, pursuant to Section 551.072 of the Texas Government Code.

1.3.3. Discussion with legal counsel regarding the purchase and sale agreement with Farmers Select, LLC, pursuant to Section 551.072 of the Texas Government Code.

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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.

Retiree's listed under Personnel section 3.3

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

1.8. COMMUNICATIONS

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

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1.9.1. Discussion and take possible action on a proposal

to streamline hiring policies and procedures to ensure that vacant positions are promptly filled to meet the needs of the College, and proposal to work to amend Board Policies and College Procedures, as necessary, to align with the proposed changes.

1.9.2. Discussion with legal counsel regarding request from Canutillo ISD for certain property modifications to Northwest Campus, pursuant to Section 551.072 of the Texas Government Code.

1.9.3. Discussion with legal counsel regarding the purchase and sale agreement with Farmers Select, LLC, pursuant to Section 551.072 of the Texas Government Code.

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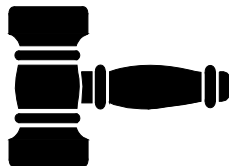
EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES MINUTES

April 25, 2024

REGULAR

**REGULAR
July 24, 2024
Exhibit 1.4**





Regular Board of Trustees Meeting Thursday, April 25, 2024 Minutes

El Paso Community College

Apr 25, 2024 at 4:30 PM MDT

9050 Viscount Blvd, Boardroom A200

1. General Functions - AMENDED/EMERGENCY Agenda

A REGULAR/EMERGENCY MEETING of the Board of Trustees of the El Paso County Community College District will be held on Thursday, April 25, 2024 beginning at 4:30 p.m. to, in part, address an emergency and/or a matter of urgent public necessity related to certain security measures pursuant to Section 551.045 of the Texas Government Code. This 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 4:35 p.m. by Board Chair Brian Haggerty.

1.2. ROLL CALL

Present:

Mr. Brian Haggerty - Board Chair, Dr. Carmen Olivas-Graham - Board Vice Chair,

Ms. Christina Sanchez - Trustee, Mrs. Belen Robles - Trustee,

Mr. John Uxer Jr. - Trustee

Absent:

Ms. Bonnie Soria Najera – Board Secretary, Ms. Nina Piña - Trustee

Note: Ms. Sanchez joined the meeting at 4:51 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 the proposed

contract termination of employee in the Division of Research Accreditation and Planning, pursuant to Section 551.074 of the Texas Government Code.

1.3.2. Discussion with legal counsel regarding the proposed

contract termination of employee in the Division of Finance and Administration, pursuant to Section 551.074 of the Texas Government Code.

1.3.3. Discussion with legal counsel regarding the proposed

contract termination of employee in the Division of Instruction and Workforce Education, pursuant to Section 551.074 of the Texas Government Code.

- 1.3.4. Discussion with legal counsel regarding

utility easement to El Paso Electric Company for property adjacent to the Valle Verde campus, pursuant to Section 551.072 of the Texas Government Code.

- 1.3.5. Discussion with legal counsel to discuss College security measures, pursuant to Section 551.071 of the Texas Government Code.

- 1.4. APPROVAL of MINUTES - NONE

- 1.5. WELCOME to GUESTS & STAFF MEMBERS

Mr. Haggerty 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.

Dr. Albert Burnham, Faculty Senate Association President, thanked Dr. Serrata, College President, for hosting the Annual Town Hall Meetings. He also thanked Dr. Steven Smith, Vice President of Instruction and Workforce Education, for hosting the Brown Bag sessions.

- 1.8. COMMUNICATIONS

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

Mr. Blayne Primozich, Associate Vice President of Workforce and Continuing Education, provided a presentation on the Child Care Access Means Parents In Schools (CCAMPIS) and Student Parent Resources. The Department of Education Child Care Access Means Parents In Schools Grant was awarded in Fall 2019 with the amount of \$250,000 per year for 4 years. The grant is currently in year five (5) through a one-year extension. The goals are to serve 50 students and 50-100 children per year with a subsidy of 75% to 90% of childcare costs. The out-of-pocket current student cost is \$12 per week. CCAMPIS, in partnership with

YWCA Paso del Norte, is providing services to seven (7) Early Learning Academies, which includes the Valle Verde and Transmountain campuses, in addition to 45 after-school programs. Mr. Primozich provided data on CCAMPIS enrollment and student success from 2019-2020 through 2022-2023, with more than a 50% increase in enrollments and 28 transferred students and 67 graduates. Feedback from students regarding their CCAMPIS experience was also provided in the presentation. The Student Parent Resource Centers, as part of the EPCC Family Friendly Campus Project, is an ongoing project with spaces at all five (5) EPCC campuses with lactation rooms and lactation pods. The Family Friendly Campus Committee in the Ascend at the Aspen Institute focused on student-parent success with a \$75,000 Grant from the Post-Secondary Leadership Circle (PLC) Activation Fund which will include a toolkit and surveys, a student parent dashboard in Power BI. The grant will also help create 2-Generation activities which will include free children's college classes and AVANCE to College Program to provide advising and support parents to enroll at EPCC.

BOARD of TRUSTEES BUSINESS

Action items

- 1.8.2. Discussion with legal counsel regarding utility easement to El Paso Electric Company for property adjacent to the Valle Verde campus.

Item was discussed after Executive Session.

Motion:

Motion moved by Ms. Sanchez and motion seconded by Dr. Graham.

Motion passed.

- 1.8.3. Discussion and action to authorize the delegation of authority to Dr. William Serrata, College President,
to make purchases that exceed \$50,000 within applicable procurement laws, revise necessary College policies and procedures, and authorize emergency initiatives related to College security measures.

Motion:

Motion moved by Dr. Graham and motion seconded by Ms. Sanchez.

Motion passed.

1.9. BOARD REPORTS

- 1.9.1. Treasurer's Reports

No Action required

1.9.1.1. March 31, 2024 Financial Statements

 [March 31, 2024 Treasurer's Report.pdf](#)

1.9.2. President's Report

- 1.9.2.1. 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 wishing the Board members a happy Community College Month. He thanked the Trustees for their leadership and support, as well as the faculty and staff for their work serving EPCC students and the community. He continued by informing the Trustees that the Marketing and Community Relations Department, under the leadership of Mr. Jim Heiney, Director of Marketing and Community Relations, has submitted over 25 media alerts and press releases, all of which have received positive news coverage on English and Spanish language media during Community College Month. Dr. Serrata also reported that EPCC was once again recognized with the Seal of Excelencia Award for serving Latino students. He also indicated that EPCC is one of only 39 colleges and universities in the nation that have earned this award. He informed the Trustees that the Senior Adult Program, led by Director Mary Yañez, hosted the 2024 Grand Gallery of Senior Art in partnership with the International Museum of Art and EPCC's 46th Annual Spring Arts Festival. The exhibit showcased over 60 student artists from the Senior Adult Program and over 90 pieces of art in mediums ranging from acrylics, watercolors, drawings, Chinese paintings on porcelain, and artistic welding.

Dr. Serrata congratulated Dr. Keri Moe, Associate Vice President of External Relations, Communication & Development, for being selected as one of 39 up-and-coming community college leaders to participate in the Aspen Institute's Rising Presidents Fellowship. He also reported that under the leadership of Dr. Myshie Pagel, Dean of Education and Career and Technical Education, and sponsorship by Microsoft, faculty and staff from programs district-wide, organized "TERRA Week," a weeklong

summit to celebrate Earth Day and educate students on global sustainability. Dr. Serrata informed the Trustees that the Division of External Relations, Communication and Development hosted a Retiree Brunch early in April. He thanked Dr. Moe and her team for a successful event. Dr. Serrata continued his report by congratulating Ted Karber, Theater Director, and the EPCC students who performed for over 350 patrons in the EPCC production of Anna Karenina. Dr. Serrata reported to the Trustees that the College celebrated National Library Week. The Rio Grande campus hosted an event where free books and snacks were provided. Over 100 people attended. He also indicated that the Valle Verde Library hosted an event for students, employees, and the community which included grilling hotdogs outside the courtyard. Students participated in karaoke, played games, and won prizes. The Transmountain Library hosted three events; a children's story hour for the campus daycare toddlers; a book and pizza giveaway; and a very successful and well-attended program on Human Trafficking in conjunction with the Government Discipline, which included an EPCC student discussing her research paper alongside a renowned human trafficking expert. He thanked the librarians and library staff for organizing a great event.

Dr. Serrata reported that Dr. Christian Servin, Professor of Information Technology Systems, together with two (2) Computer Science students and STS Peer Leaders, presented at the Technical Symposium of the Special Interest Group in Computer Science Education program held in Portland, Oregon, from March 20 - 23, 2024. Dr. Serrata mentioned that their work titled "The Fingerprint Assignment: An Interdisciplinary Assessment for CS Education" was included in the "Nifty Assignment" session, and was considered among the top six (6) assignments in the global computer science community for the current year, and the first time Nifty Assignments has accepted a community college assignment. He continued his report by congratulating Ms. Nadia Karichev, Computer Science Instructor, for being recognized at the "Change Makers Borderland Women in Tech" ceremony at El Paso Country Club. Dr. Serrata concluded

his report by sharing that the Economics Discipline hosted the Women in Economics Watch Party, sponsored by the Federal Reserve Bank of St. Louis, at the Valle Verde campus. He indicated that guest speakers included Oksana Leukhina, Economic Policy Advisor, who provided data about the shortage of women in the field; Governor Adriana Kugler, who talked about her career as an economist; and Michelle Luevano, Manager for Community Engagement at the El Paso Branch of the Federal Reserve Bank. Dr. Serrata thanked the Trustees and audience for their time and attention.

1.10. CONSENT DOCKET

Action item

Note: Includes item 3.2

Motion:

Motion moved by Dr. Graham and motion seconded by Ms. Sanchez. Motion passed.

2. ADMINISTRATION

NO Action Required items

- 2.1. CAK (Local) policy for Appropriations and Revenue Sources (Investments Policy) for 1st reading, review and comment.

NO Action Required

Resource Person: Fernando Flores

 [2.1 CAK Local Investments Policy Abstract.docx](#)

 [2.1 CAK\(LOCAL\).pdf](#)

- 2.2. 24 TASB policies for revision of 1st reading and information only.

NO Action Required

Resource Person: Julie Penley

 [2.2 \(24\) TASB 47 Legal policies ABSTRACT for review and information only.docx](#)

 [2.2 Update 47, 24 Legal policies.pdf](#)

3. PERSONNEL

Action items 3.1 and

Consent Docket item 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 Dr. Graham and motion seconded by Ms. Sanchez. 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:

Motion moved by Dr. Graham and motion seconded by Ms. Sanchez. Motion passed.

- 3.3. Information items – Resignations and retirements

No action required

 [3.3 Resignations.pdf](#)

4. FINANCIAL SERVICES

Action item

- 4.1. Discussion and action on the approval to purchase from DiaMedical USA Equipment, LLC, twenty-eight (28) automated external defibrillators (AEDs) for the El Paso Community College Risk Management and Safety Department in the amount of \$84,800.

Action item

Resource Person: Fernando Flores

 [4.1 Abstract for Automated External Defibrillators - 4-18-2024.docx](#)

Motion:

Motion moved by Dr. Graham and motion seconded by Ms. Sanchez. Motion passed.

5. PHYSICAL FACILITIES

Action item

- 5.1. Discussion and action on the approval of the selection of engineering firms for upcoming districtwide projects.

Action item

Resource Person: Fernando Flores

 [5.1 Abstract Engineering Svcs- April'24 .docx](#)

 [5.1 Analysis #24-012 .pdf](#)

 [5.1 RFQ #24-012 Evaluation Tabulation-Board Agenda.pdf](#)

 [5.1 #24-012 Composite Score-Board Agenda .pdf](#)

Motion:

Motion moved by Dr. Graham and motion seconded by Ms. Sanchez. Motion passed.

6. CURRICULUM AND INSTRUCTION

Action items

- 6.1. Discussion and action on the approval to purchase from Laerdal Medical Corporation audiovisual equipment, software, and cloud storage in the amount of \$136,812.

Action item

Resource Person: Steven Smith

 [6.1 Abstract Laerdal Medical \\$136,812.docx](#)

Motion:

Motion moved by Dr. Graham and motion seconded by Mr. Uxer. Motion passed.

- 6.2. Discussion and action on the approval of the El Paso Independent School District, El Paso County Community College District and Texas Tech University Health Science Center at El Paso Interlocal Agreement.

Action item

Resource Person: Steven Smith

 [6.2 Abstract TTUHSC-EPCC-EPISD.docx](#)

 [6.2 Interlocal Agreement - EPCC, Texas Tech University Health Science Center.pdf](#)

Motion:

Motion moved by Dr. Graham and motion seconded by Ms. Sanchez. Motion passed.

7. STUDENT SERVICES

Action items

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

Action item

Resource Person: Steven Smith

 [7.1 Abstract New CE Rates.docx](#)

Motion:

Motion moved by Dr. Graham and motion seconded by Ms. Sanchez. Motion passed.

8. **COMMUNITY SERVICES - NONE**

The Board of Trustees recessed to Executive Session at 5:32 p.m. The Board reconvened at 6:23 p.m. Item 1.9.1 was the first item addressed upon reconvening.

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

Action item

Motion:

Motion moved by Dr. Graham and motion seconded by Mr. Uxer. Motion passed. The meeting was adjourned at 6:25 p.m. by unanimous consent.

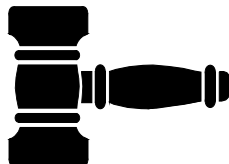
EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES MINUTES

May 22, 2024

REGULAR

**REGULAR
July 24, 2024
Exhibit 1.4**





Regular Board of Trustees Meeting Wednesday, May 22, 2024 Minutes

El Paso Community College

Wednesday, May 22, 2024, at 4:30 PM MDT

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, May 22, 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

The meeting was called to order at 4:36 p.m. by Board Vice Chair Dr. Carmen Graham.

Dr. Julie Penley, Vice President of Research, Accreditation & Planning, led the Trustees and guests in the Pledge of Allegiance.

1.2. ROLL CALL

Attendance

Present:

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

Absent:

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

Note: Ms. Najera joined the meeting at 4:48 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 to discuss College security measures, pursuant to Section 551.071 of the Texas Government Code.

- 1.3.2. Discussion with legal counsel to discuss appointment of trustee in light of upcoming vacancy, pursuant to Section 551.071 of the Texas Government Code.

1.4. APPROVAL of MINUTES

Action item

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

- 1.4.1. March 28, 2024 Regular Board of Trustees meeting.

 [Regular Board of Trustees Meeting- Thursday, March 28 2024 Minutes.pdf](#)

Motion:

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

Motion passed.

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. Dr. William Serrata, College President, will recognize individuals who have retired from El Paso Community College.

Retiree's listed under Personnel section 3.3

Dr. Serrata recognized Mr. Rick Lobato, Executive Director of Physical Plant, for his 16 years of service and dedication to the College District.

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

Dr. Albert Burnham, Faculty Association President, addressed Ms. Sanchez's election victory and thanked her for her service on the Board of Trustees. He continued his report by stating that Lieutenant Governor Dan Patrick is targeting faculty senates as the focus of his 2024 Interim Legislative Charges. Dr. Burnham mentioned that on page nine of the 2024 Interim Legislative Charges, under Higher Education Committee – "Faculty Senates," Lieutenant Governor Dan Patrick

proposes to “review and analyze the structures and governance in higher education focusing on the role of faculty senates and representing faculty interest in higher education institution administrations, make recommendations to establish guidelines for the role and representation of faculty by faculty senates at higher education institutions in Texas.” Dr. Burnham concluded his report by stating that Lieutenant Governor Dan Patrick and his political party want to interfere in and control faculty senates for their own political purposes.

1.8. COMMUNICATIONS

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

Dr. Julie Penley presented the Fall 2023 Ruffalo Noel Levitz (RNL) Student Satisfactory Inventory results. She began her presentation by reviewing the measures of student perspectives in seven areas, which include instructional effectiveness, academic advising, campus climate, safety and security, recruitment and financial aid, and campus life. She shared that Noel Levitz emailed 16,002 EPCC students to invite them to participate and mentioned that the survey was available from November 13 to December 15, 2023; 1,208 students participated.

Dr. Penley shared the first part of the selected results, the student experience. She shared that 70% of EPCC students are satisfied with their experience thus far, 25% are neutral, and 4% are dissatisfied. She reviewed the second part of the selected results which include a RNL summary of the college’s results. She reviewed the results of the top five factors to enroll at EPCC; 86% enrolled because of financial aid, 85% due to the cost of tuition, 81% because of academic reputation, 78% because of geographic settings, and 78% due to the personalized attention prior to enrollment. The third part of the selected results includes student priorities vs. experience. Dr. Penley stated that most students feel a sense of belonging at EPCC; 76.01% of students stated that it was important to them, 20.93% feel neutral, and 3.06% feel it is not important. She continued by stating that 82.58% of students feel it is important that the college staff are caring and helpful, 13.31% state it’s neutral, and 4.12% say it is not important.

She concluded her presentation by sharing the fourth part of the selected results, which included open-ended student comments. She shared that students who are happy with their decision to attend EPCC commented that the college helped them grow and would recommend others to start at EPCC. She continued by stating that students commented positive feelings about their primary campus; they felt safe and thought their primary campus was great. She shared the comments regarding improvements and students commented that there should be more activities on campus, cleaner air vents, possible scholarships, and more approachable staff. She thanked the Trustees for their time and attention.

1.9. BOARD of TRUSTEES BUSINESS

- 1.9.1. Discussion and action to accept the resignation of Trustee Christina Sanchez from Board of Trustees and any other related matters.

Item was discussed after Executive Session.

Motion:

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

Motion passed.

1.10. BOARD REPORTS

- 1.10.1. Treasurer's Reports

No Action required

- 1.10.1.1. April 30, 2024 Financial Statements

 [April 30, 2024 Financial Statements \(Treasurer's Report\).pdf](#)

- 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 class of 2024. He shared that almost 1,500 graduates walked across the stage on Friday, May 10, 2024. He continued by thanking Dr. Carlos Amaya, Vice President of Student and Enrollment Services, and his team for conducting successful Operation College Bound (OCB) events from March 2024 to May 2024. He stated that the last OCB event was held at the Mission del Paso campus on May 4th, with the theme "May the 4th Be With You." He thanked the

staff and guests for hosting a successful event. Dr. Serrata continued his report by sharing that Papagayo hosted Jose Hernandez, a Chicano poet, for a reading, book signing, and open mic. Jose Hernandez provided a free copy of his latest poetry book "Bad Mexican Bad America." Mr. Hernandez also read from his work, took questions from the audience, and signed books.

Dr. Serrata continued his report by congratulating the Tejano Film Festival for celebrating its 11th anniversary at the Alamo Draffhouse East El Paso location hosted by the EPCC Film Club. He shared that this year, the festival had a record number of submissions, with 38 films submitted through the EPCC Film Club and the EPCC Video Production Classes. He mentioned that Silvia Moreno-Garcia, author of the New York Times-bestselling novel "Mexican Gothic," was hosted at UTEP and sponsored by The Humanities Collaborative at EPCC-UTEP and Papagayo.

Dr. Serrata shared that during the pandemic, the EPCC Instruction and Student Success Team initiated the Student-Faculty Engagement Project in Summer 2020. The goal of this project was to reach out to EPCC students to let them know they were not alone and that we were here to help. The Engagement Team began the Tejano Virtual Events (TVEs) series in the Fall of 2020 and has continued every semester thereafter to build community. He thanked EPCC staff and faculty, for stepping up to help promote and present topics on student services, support, mental health, wellness, cooking, art, tutoring, scholarships, advising, and many more helpful and fun issues from Fall 2020 to Spring 2024. Dr. Serrata also informed the Trustees that Daniel Rodriguez, Yazmyn Atkins, and Amna Aboushehata, three Fashion students, competed in the Fashion Group International competition and placed in the top 5%. He stated that Daniel Rodriguez won a \$2,000 scholarship and an exclusive internship with a New Orleans-based designer; Yazmyn Atkins and Amna Aboushehata received honorable mentions for their designs in Streetwear and Cocktail.

Dr. Serrata shared that the third AVANCE to College graduation occurred earlier this month. This graduation was a special event

that recognized two additional parent groups: Parent of Teens Workshops and Proyecto Mamá. He stated that the graduation provided an opportunity to showcase how these parenting groups have provided a pathway to EPCC for parents, specifically mothers, who otherwise would have never stepped foot on a college campus. He continued by informing the Trustees that STEMFUERTE, a collaboration between EPCC and UTEP, presented their Spring 2024 Lunar Living Student Poster Presentation Awards at the AST Building. He stated that a primary effort of STEMFUERTE every semester is to teach an interdisciplinary Systems Thinking/Lunar Living module in key Architecture, Biology, and Engineering courses. He congratulated the winning group, “Domes Made from Mushroom Roots,” Marcela Prieto Caballero, Christina Perez, Allison Fajardo, Andrea Perez, Monica Medina, and Jorge Garcia. He concluded his report by sharing that Rise to the Challenge Bridge Scholars and UTEP Faculty mentors- Drs. Maria Alvarez, Maria Fuentes, Trevor Duarte, and Giulio Francia, participated in a variety of professional research conferences including the American Association of Cancer Research in San Diego, CA, the National Council of Undergraduate Research in Long Beach, CA, the Rising Stars in Cell Biology in Baltimore, MD, and the Virtual Biomedical Research Spring Conference. He congratulated the Rise to the Challenge Bridge Scholars and Dr. Alvarez for being able to participate in this unique opportunity. He thanked the Trustees and guests for their time and attention.

1.11. CONSENT DOCKET

Action item

Note: Includes item 3.2

Motion:

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

2. ADMINISTRATION

No Action Required

- 2.1. TASB (Local) policies BG, CFE, DAA, DH and FA are presented for 1st reading and information only.

No Action Required

Resource Person: Julie Penley

 [2.1 ABSTRACT Board Policy 1st reading U46.2.docx](#)

 [2.1 May24 BOT Local Updates.pdf](#)

3. PERSONNEL

Action items 3.1 and

Consent Docket item 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. Najera and motion seconded by Ms. Sanchez. 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:

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

- 3.3. Information items – Resignations and retirements

No action required

 [3.3 Resignations and Retirements.pdf](#)

4. FINANCIAL SERVICES

Action item

- 4.1. Discussion and action on waiving the acceptance of PILOT funds from the Housing Opportunity Management Enterprises (HOME) to be redirected to the YWCA for the provision of day care services to EPCC students in the amount of \$1,028.42.

Action item

Resource Person: Fernando Flores

 [4.1 ABSTRACT Pilot Funds \\$1,028.42.docx](#)

 [4.1.2 YWCA El Paso del Norte Region - EPCC PILOT Funds Report Letter .pdf](#)

 [4.1.3 EPCC Pilot Fund Balance 2020-2024 - Mar 2023 - Feb 2024.pdf](#)

Motion:

Motion moved by Dr. Graham and motion seconded by Ms. Sanchez. Motion passed.

5. PHYSICAL FACILITIES - NONE

6. CURRICULUM AND INSTRUCTION

Action items

- 6.1. Discussion and action on the approval to purchase from Anatomage Inc. two (2) Anatomage Table Convertibles in the amount of \$205,810.

Action item

Resource Person: Steven Smith

 [6.1 \\$205810 Abstract Anatomage Inc..docx](#)

Motion:

Motion moved by Mr. Uxer and motion seconded by Mrs. Robles. Motion passed.

- 6.2. Discussion and action on the approval to purchase from Mamava, Inc. five (5) lactation pods in the amount of \$153,500.

Action item

Resource Person: Steven Smith

 [6.2 \\$153500 Abstract Mamava Pods.docx](#)

Motion:

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

- 6.3. Discussion and action on the acceptance of an Apprenticeship Training Program grant amendment from the Texas Workforce Commission (TWC) in the amount of \$197,912.

Action item

Resource Person: Steven Smith

 [6.3 GRANT \\$197,912 Abstract TWC Apprenticeship Amendment.docx](#)

Motion:

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

7. STUDENT SERVICES - NONE

8. COMMUNITY SERVICES - NONE

The Board of Trustees recessed to executive session at 5:44 p.m. The Board reconvened at 6:54 p.m. Item 1.9.1 was the first item addressed upon reconvening.

9. ADJOURNMENT and announcement of next Board of Trustees meeting

Action item

Motion:

Dr. Graham announced that the next Board of Trustees Regular meeting is scheduled for June 26, 2024, at 4:30 p.m.

Motion moved by Ms. Sanchez. The meeting was adjourned at 6:58 p.m. by unanimous consent.

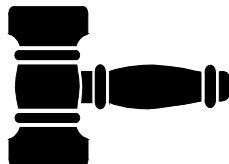
EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES MINUTES

June 22, 2024

SPECIAL

**REGULAR
July 24, 2024
Exhibit 1.4**





Special Meeting of the Board of Trustees Minutes

El Paso Community College

Saturday, June 22, 2024 at 9:00 AM MDT

President's Conference Room, ASC-A137

1. General Functions

A Special Meeting of the Board of Trustees of the El Paso County Community College District will be held on Friday, June 21, 2024, beginning at 11:30 a.m. and continuing on Saturday, June 22, 2024, beginning at 9:00 a.m. This meeting will be held at the Administrative Service Center President's Conference Room A-137, El Paso, TX 79925, and will be viewable through the EPCC YouTube channel within 48 hours after the event. Refer to the link <https://www.youtube.com/user/goepcc>.

2. Welcome and Call to Order

The meeting was called to order at 9:23 a.m. by Board Chair Brian Haggerty.

3. Roll Call

Attendance

Present:

Mr. Brian Haggerty - Board Chair, Dr. Carmen Graham - Board Vice Chair, Mr. John Uxer Jr. - Trustee, Ms. Bonnie Soria Najera - Board Secretary, Mrs. Belen Robles - Trustee

Absent:

Ms. Nina Piña - Trustee

4. Open Forum

None.

5. Discussion Items

- 5.1. The Board of Trustees will make a recommendation for the vacancy on the Board of Trustees in District 4. The Board of Trustees will deliberate and take action on the recommendation.

The Board of Trustees recommended and accepted Mr. Jesus Mendez for the vacancy on the Board of Trustees in District 4.

- 5.2. The Board of Trustees will conduct the Official Swearing-In and administering of the Oath of Office to the newly appointed member of the Board of Trustees in District 4.

The Honorable Anna Perez conducted the Official Swearing-In and administered the Oath of Office to Mr. Jesus Mendez, the newly appointed member of the Board of Trustees in District 4.

- 5.3. The Board of Trustees and Dr. William Serrata, College President, will discuss and set the Strategic Plan direction.

Dr. William Serrata welcomed Mr. Jesus Mendez, the newly appointed member of the Board of Trustees in District 4. Dr. Serrata began a presentation to the Trustees with information on Fall enrollment by student type, comparing the past four Fall semesters to the current semester. He informed the Trustees about the critical components of House Bill 8 and other legislative priorities such as Financial Aid for Swift Transfer (FAST), Shared Services, Performance Tier, Base Tier, and Community College Standing Advisory Committee (SAC). Dr. Serrata also shared data on Spring enrollment by student type, comparing the last four Spring semesters, showing a continuous rate. He indicated that the college is in the best financial position possible, with a bond rating of AA+, which is a three-notch increase in one year. He also shared enrollment data by delivery method, showing the face-to-face method as the most effective. He presented data on the economic stability from 2017-2018 to the current Fiscal Year, showing a 26% increase.

Dr. Serrata concluded his presentation by sharing that the current Texas Higher Education Coordinating Board (THECB) Commissioner, Harrison Keller, is the sole finalist for President at the University of North Texas and will be resigning as Commissioner of THECB. Dr. Serrata will be serving on the Advisory Committee to select the next THECB Commissioner. He informed the Trustees that the upcoming 89th Legislative Session will be from January 14, 2025, to June 2, 2025. He shared the three tiers for the upcoming legislative session. Tier one includes improving and enhancing House Bill 8 and supporting the expansion of Workforce Education Programs; Tier two includes improving access to nursing clinical rotation slots, continuing to scale partnerships, state agency workforce credentials, student mental health, and streamlining data collection for community colleges; Tier three includes increasing the availability and support for incarcerated students.

The Board of Trustees and Dr. Serrata discussed the College's Strategic Plan direction.

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

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

7. Adjournment

The meeting was adjourned at 1:02 p.m. by unanimous consent. Motion passed.

EL PASO COMMUNITY COLLEGE

**TREASURER'S REPORT
JUNE 30, 2024**

EXHIBIT 1.10.1

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
CURRENT UNRESTRICTED FUNDS
JUNE 30, 2024**

**EL PASO COMMUNITY COLLEGE
CURRENT UNRESTRICTED FUNDS
BALANCE SHEET
JUNE 30, 2024**

	Education & General	Student Activities	Auxiliary Services	Intercollegiate Athletics	Total Current Unrestricted
Assets:					
Cash	\$ 19,300	\$	\$	\$	\$ 19,300
Pooled investments	208,250,687	2,048,672	5,398,864	1,355,366	217,053,589
Property taxes receivable	4,212,195				4,212,195
Accrued interest receivable	1,376,118				1,376,118
Other receivables	19,987,438		343,419		20,330,857
Deferred Outflows-Pension	12,901,743				12,901,743
Deferred Outflows-OPEB	12,265,394				12,265,394
Prepaid expenses	723,878				723,878
Total assets	\$ 259,736,753	\$ 2,048,672	\$ 5,742,283	\$ 1,355,366	\$ 268,883,074
Liabilities:					
Accounts payable & accrued expenditures	\$ 6,917,049	\$	\$	\$	\$ 6,917,049
Due to restricted funds	754,440				754,440
Accrued compensated absences	4,656,050				4,656,050
Student property deposits	521,217				521,217
Deferred Tuition and Fees	12,747,496				12,747,496
Deferred Inflows-Pension	5,316,218				5,316,218
Deferred Inflows-OPEB	30,477,642				30,477,642
Deferred Inflows-Leases	681,421				681,421
Net Pension Liability	33,105,265				33,105,265
Net OPEB Liability	70,636,060				70,636,060
Total liabilities	\$ 165,812,858	\$ 0	\$ 0	\$ 0	\$ 165,812,858
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	54,747,973	241,252	123,602	618,070	55,730,897
Ending balance: June 30, 2024	\$ 93,923,895	\$ 2,048,672	\$ 5,742,283	\$ 1,355,366	\$ 103,070,216
Total liabilities and fund balance	\$ 259,736,753	\$ 2,048,672	\$ 5,742,283	\$ 1,355,366	\$ 268,883,074

**EL PASO COMMUNITY COLLEGE
EDUCATION AND GENERAL
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TEN MONTHS ENDED JUNE 30, 2024**

	Budget		Actual		Open Commitments	Budget Balance Available	Percent Used
	Original	Revised	Current Month	Year To Date			
Revenues:							
State Appropriations	\$ 40,675,854	\$ 40,675,854	\$ 11,821,223	\$ 43,488,415	\$	\$ (2,812,561)	107%
Fed Appr/Grants	785,604	785,604	104,956	661,822		123,782	84%
Tuition & fees	39,820,343	39,820,343	151,142	40,049,345		(229,002)	101%
Property tax	70,122,166	70,122,166	(112,434)	72,806,683		(2,684,517)	104%
Interest income	5,000,000	5,000,000	1,038,962	9,869,841		(4,869,841)	197%
Other income	1,750,223	1,750,223	227,751	1,166,100		584,123	67%
Total revenues	<u>\$ 158,154,190</u>	<u>\$ 158,154,190</u>	<u>\$ 13,231,600</u>	<u>\$ 168,042,206</u>	<u>\$ 0</u>	<u>\$ (9,888,016)</u>	106%
Expenditures:							
Instruction	\$ 56,602,781	\$ 56,602,781	\$ 3,106,285	\$ 43,608,588	\$ 662,037	\$ 12,332,156	78%
Research	208,758	208,758	21,014	142,362	12,057	54,339	74%
Public service	5,455,954	5,455,954	300,842	2,941,521	198,389	2,316,044	58%
Academic support	18,963,097	18,963,097	1,366,884	14,476,959	564,216	3,921,922	79%
Student Services	11,327,180	11,327,180	736,957	6,834,232	529,210	3,963,738	65%
Institutional support	44,731,087	44,731,087	2,979,877	29,109,038	1,832,686	13,789,363	69%
Physical plant, operation & maintenance	13,257,078	13,257,078	849,607	8,926,466	1,222,748	3,107,864	77%
Total expenditures	<u>\$ 150,545,935</u>	<u>\$ 150,545,935</u>	<u>\$ 9,361,466</u>	<u>\$ 106,039,166</u>	<u>\$ 5,021,343</u>	<u>\$ 39,485,426</u>	74%
Transfers:							
TPEG	\$ 1,948,652	\$ 1,948,652	\$ 5,945	\$ 1,775,160	\$	\$ 173,492	91%
Student Activities	524,906	524,906	72,765	493,801		31,105	94%
Athletics	1,833,868	1,833,868	228,129	1,685,277		148,591	92%
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>\$ 306,839</u>	<u>\$ 7,255,067</u>	<u>\$ 0</u>	<u>\$ 353,188</u>	95%
Net increase/(decrease) fund balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 3,563,295</u>	<u>\$ 54,747,973</u>			

**EL PASO COMMUNITY COLLEGE
STUDENT ACTIVITIES FUND
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TEN MONTHS ENDED JUNE 30, 2024**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Balance Available</u>
Revenues:			
Student activity fee	\$ 475,906	\$ 497,586	\$ (21,680)
Interest income		88,940	(88,940)
Other income		<u>1,522</u>	<u>(1,522)</u>
Total revenues	\$ <u>475,906</u>	\$ <u>588,048</u>	\$ <u>(112,142)</u>
Expenditures:			
Salaries & benefits	\$ 271,584	\$ 72,038	\$ 199,546
Supplies & services	179,322	185,190	(5,868)
Travel	13,000	52,871	(39,871)
Club support	<u>12,000</u>	<u>36,697</u>	<u>(24,697)</u>
Total expenditures	\$ <u>475,906</u>	\$ <u>346,796</u>	\$ <u>129,110</u>
Revenues over (under) expenditures:		\$ 241,252	
Increase (decrease) in fund balance		<u>\$ 241,252</u>	

**EL PASO COMMUNITY COLLEGE
AUXILIARY ENTERPRISE FUND
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TEN MONTHS ENDED JUNE 30, 2024**

Revenues:

Vehicle Registration	\$	513,144	
Bookstore Commissions		281,090	
Vending Commissions		63,464	
Pepsi Cola Commissions		45,349	
GECU		27,510	
The Basil Garden Commissions		23,876	
Subway Commissions		13,988	
ATM Commissions		2,023	
A/R Returned Checks		950	
Taqueria Don Chicho		32	
		<u>32</u>	\$ 971,426

Expenditures:

Vehicle Registration Expense	\$	340,138	
Staff Scholarships		265,506	
Cafeteria Maint. Expenses		75,389	
Memberships		70,766	
Bookstore/Cafeteria Utilities Expense		54,167	
Advocacy Expense		21,257	
Staff Educational Assistance		12,000	
Professional Staff Association		3,686	
Classified Staff Association		2,241	
Faculty Association		1,360	
Copy Machine Expenses		<u>1,314</u>	\$ <u>847,824</u>

Revenues over (under) expenditures \$ 123,602

Increase (decrease) in fund balance \$ 123,602

**EL PASO COMMUNITY COLLEGE
INTERCOLLEGIATE ATHLETICS FUND
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TEN MONTHS ENDED JUNE 30, 2024**

Revenues:

Athletic Fee	\$	1,685,277	
Interest Income		56,002	
Softball Fund Raising		3,799	
Baseball		2,566	
Other Income		113	
Baseball Fund Raising		<u>90</u>	\$ 1,747,847

Expenditures:

Baseball	\$	390,542	
Softball		337,793	
Cross Country		205,955	
Athletic Administration		<u>195,487</u>	\$ <u>1,129,777</u>

Revenues over (under) expenditures: \$ 618,070

Increase (decrease) in fund balance \$ 618,070

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
CURRENT RESTRICTED FUNDS
JUNE 30, 2024**

**EL PASO COMMUNITY COLLEGE
CURRENT RESTRICTED FUNDS
BALANCE SHEET
JUNE 30, 2024**

	<u>Total Other Restricted</u>	<u>Total Sponsored Programs</u>	<u>Current Restricted Funds</u>
Assets:			
A/R federal agencies	\$	\$ 649,612	\$ 649,612
A/R state agencies	759,464		759,464
A/R county/local agencies	336,212		336,212
A/R students		732,181	732,181
A/R other	2,000		2,000
Due from unrestricted fund	1,983,783	(1,229,343)	754,440
Net OPEB Asset	<u>19,963</u>		<u>19,963</u>
 Total assets	 <u>\$ 3,101,422</u>	 <u>\$ 152,450</u>	 <u>\$ 3,253,872</u>
Liabilities & fund balance:			
Accounts payable	\$ 4,825	\$	\$ 4,825
A/P federal agencies		100,590	100,590
A/P state agencies	2,828		2,828
A/P private	844		844
Deferred income	1,408,730	51,860	1,460,590
Fund balance	<u>1,684,195</u>		<u>1,684,195</u>
 Total liabilities & fund balance	 <u>\$ 3,101,422</u>	 <u>\$ 152,450</u>	 <u>\$ 3,253,872</u>

**EL PASO COMMUNITY COLLEGE
CURRENT RESTRICTED FUNDS - OTHER
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TEN MONTHS ENDED JUNE 30, 2024**

	<u>Fund Balance 09/01/23</u>	<u>Revenues Additions</u>	<u>Expenditures Deductions</u>	<u>Fund Balance 06/30/24</u>
Gifts:				
Scholarships/donations	\$ 1,518,977	\$ 2,072,289	\$ 2,260,661	\$ 1,330,605
Clubs and Associations	309,804	108,920	85,097	333,627
Grants & contracts:				
State	19,963	6,092,611	6,092,611	19,963
Local	<u> </u>	<u>1,458,232</u>	<u>1,458,232</u>	<u>0</u>
Total	\$ <u><u>1,848,744</u></u>	\$ <u><u>9,732,052</u></u>	\$ <u><u>9,896,601</u></u>	\$ <u><u>1,684,195</u></u>

EL PASO COMMUNITY COLLEGE
CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TEN MONTHS ENDED JUNE 30, 2024

	<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:	\$ 103,313,802	\$ 548,744	\$ 51,714,090	\$ 97,945,109	\$ 195,717	\$ 5,172,976
Expenditures:						
2017-2018						
Early Alert Case Management FY 2018	\$ 520,245	\$	\$ 107,821	\$ 517,379	\$ 270	\$ 2,596
2019-2020						
USDOJ La Tuna HVAC & Welding Opt 2	112,875			107,136		5,739
2020-2021						
CCAMPIS 2021	367,872	8,386	103,473	151,708	44,589	171,575
DOL - Job Corps Scholars Programs	1,186,900		27,715	648,617		538,283
GREEN Advantage Emissary Program	185,474	798	33,813	134,034		51,440
2021-2022						
Emergency SEOG			(6,827)	(6,827)		6,827
DOE IREPO - Curriculum Development	508,217	7,367	47,932	427,803	1,035	79,379
DOE IREPO - Distance Learning Support	465,816	1,098	106,149	396,393	35,179	34,244
DOE IREPO - Dual Credit	204,634		41,940	204,634		0
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		2,049	23,605		358,522
DOE - Accelerate@EPCC Title V Yr 1	528,871	2,174	184,562	511,996	8,723	8,152
PELL 2021/2022	(2,344)		(2,344)	(2,344)		0
2022-2023						
Ft. Bliss EMT Training	114,544		6,096	108,456		6,088
Contract Opportunity Center 2023	500,567		262,970	492,446	51	8,070
SSS Prog. 2023	707,647		65,629	707,647		0
DOE - Accelerate@EPCC Title V YR 2	511,624	9,413	321,274	345,688	38,950	126,986
DOE HEP 2022 YR 2	474,785		1,297	474,785		0
DOE HEP 2023 YR 3	474,987	23,165	401,898	473,100	3,051	(1,164)
SEOG 2022/2023	(1,050)	(1,050)	(1,050)	(1,050)		0
PELL 2022/2023	41,366,636		(6,232)	41,366,636		0
DOL - Susan Harwood Training Prog	159,846		5,251	159,846		0
2023-2024						
Rise to the Challenge Bridge 2023	264,380	19,755	162,669	162,669	51,401	50,310
USDOJ La Tuna Welding Prog. 2023	520,332					520,332
Contract Opportunity Center 2024	97,828	23,065	75,402	75,402		22,426
SSS Prog. 2024	735,953	30,107	319,190	319,190	5,470	411,293
Tejano Pollworker Fellows	49,000		261	261		48,739
DOE HEP 2023 YR 4	237,234					237,234
DOE CAMP 2023 YR 3	442,330	35,279	394,863	421,806	2,513	18,011
DOE CAMP 2023 YR 4	453,160					453,160
Federal Work-Study FY 2023/2024	738,658	46,620	280,067	280,067		458,591
SEOG 2023/2024	1,206,671	1,050	1,206,671	1,206,671		0
PELL 2023/2024	48,000,000	302,871	47,196,289	47,196,289		803,711

**EL PASO COMMUNITY COLLEGE
CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TEN MONTHS ENDED JUNE 30, 2024**

	<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:	\$ <u>103,313,802</u>	\$ <u>548,744</u>	\$ <u>51,714,090</u>	\$ <u>97,945,109</u>	\$ <u>195,717</u>	\$ <u>5,172,976</u>
Expenditures (continued):						
NSF - ATE Grant	349,990	13,890	41,792	57,108	4,083	288,799
DOE - Accelerate@EPCC Title V YR 3	535,048	12,810	130,233	130,233	384	404,431
DOL - Susan Harwood Training Prog	160,000	11,946	109,027	109,027	18	50,955
Total	\$ <u>103,313,802</u>	\$ <u>548,744</u>	\$ <u>51,714,090</u>	\$ <u>97,945,109</u>	\$ <u>195,717</u>	\$ <u>5,172,976</u>

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
LOAN FUNDS
JUNE 30, 2024**

**EL PASO COMMUNITY COLLEGE
LOAN FUNDS
BALANCE SHEET
JUNE 30, 2024**

	<u>Nursing</u>	<u>Other</u>	<u>Loan Fund</u>
Assets:			
Cash & pooled investments	\$ 1,406	\$ 1,748,684	\$ 1,750,090
Loans receivable (net)	<u>13,371</u>	<u>1,829,434</u>	<u>1,842,805</u>
Total assets	<u><u>\$ 14,777</u></u>	<u><u>\$ 3,578,118</u></u>	<u><u>\$ 3,592,895</u></u>
Liabilities and Fund Balance:			
Accounts payable general	\$	\$ 243	\$ 243
Nursing alumni loan fund		2,447	2,447
Emergency loan fund		3,528,293	3,528,293
Ed Alvarez emergency loan fund		5,000	5,000
Alternative Loans (Elm)		3,000	3,000
Direct Loan Program Subsidized		2,153	2,153
Direct Loan Program Unsubsidized		1,284	1,284
SGA Emergency Book Loan Program		35,698	35,698
Federal capital contribution	13,939		13,939
Institutional capital contribution	1,549		1,549
Interest collected	8,645		8,645
Investment income	10,604		10,604
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>\$ 14,777</u></u>	<u><u>\$ 3,578,118</u></u>	<u><u>\$ 3,592,895</u></u>

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
ENDOWMENT FUNDS
JUNE 30, 2024**

**EL PASO COMMUNITY COLLEGE
ENDOWMENT FUNDS
BALANCE SHEET
JUNE 30, 2024**

Assets:

Cash & Pooled Investments	\$ 33,751,600
Total assets	<u>\$ 33,751,600</u>

Fund Balance:

Fund Balance	\$ 861,661
Student Success Endowment:	
Fund balance temporarily restricted	2,889,939
Fund Balance	30,000,000
Total fund balance	<u>\$ 33,751,600</u>

**EL PASO COMMUNITY COLLEGE
ENDOWMENT FUNDS
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TEN MONTHS ENDED JUNE 30, 2024**

	Fund Balance 09/01/23	Revenues Additions	Expenditures Deductions	Fund Balance 06/30/24
Albert Horwitz	\$ 30,640	\$ 1,787	\$	\$ 32,427
Jose Cisneros	103,431	5,974		109,405
Amado Peña	104,508	5,906		110,414
Cecilia Ochoa Levine	32,950	1,780		34,730
Mack Quintana	55,847	4,887		60,734
Adair Margo	37,920	2,170		40,090
George W.S. Abbey	35,986	2,103		38,089
P. & B. Moreno Memorial	29,125	1,278	1,161	29,242
Lucy Scarbrough	38,212	1,986		40,198
Diane D. Rath	35,449	1,972		37,421
Bob Wingo	34,772	1,959		36,731
Raymond Paredes	33,451	1,865		35,316
María A. Peña	59,588	3,294		62,882
Michael W. Smith	38,156	2,068		40,224
Gerardo de los Santos	34,044	1,902		35,946
Augustine D. Gallego	28,067	1,564		29,631
James Vasquez	27,950	1,546		29,496
Diana S. Natalicio	27,827	1,526		29,353
Mark David Milliron	27,809	1,523		29,332
Student Success Endowment Fund	<u>31,475,260</u>	<u>1,414,679</u>	<u></u>	<u>32,889,939</u>
Total	<u>\$ 32,290,992</u>	<u>\$ 1,461,769</u>	<u>\$ 1,161</u>	<u>\$ 33,751,600</u>

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
PLANT FUNDS
JUNE 30, 2024**

**EL PASO COMMUNITY COLLEGE
PLANT FUNDS
BALANCE SHEET
JUNE 30, 2024**

	<u>Unexpended Plant</u>	<u>Renewals & Replacements</u>	<u>Debt Retirement</u>	<u>Investment In Plant</u>	<u>Total Plant Funds</u>
Assets:					
Pooled investments	\$ 41,655,018	\$ 763,783	\$ 32,047,642	\$	\$ 74,466,443
Property taxes receivable			32,550		32,550
Deferred Outflow-Bond Insurance Cost			214,785		214,785
Accrued interest			45,544		45,544
Deposits - Land Earnest Money	50,000				50,000
Land				13,702,219	13,702,219
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				15,984,629	15,984,629
Furniture & Equipment - federal				8,058,920	8,058,920
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				(167,427)	(167,427)
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>\$ 41,705,018</u>	<u>\$ 763,783</u>	<u>\$ 32,340,521</u>	<u>\$ 238,187,361</u>	<u>\$ 312,996,683</u>
Liabilities:					
Accounts payable - general	\$ 79,649	\$	\$	\$	\$ 79,649
Deferred Income - General Use Fees			1,895,860		1,895,860
Revenue bonds 2016				105,140,000	105,140,000
Unamortized Bond premium 2016				10,589,787	10,589,787
Revenue bonds 2017				4,070,002	4,070,002
Deferred Inflow-Gain on Bond Refunding			153,528		153,528
Accrued interest - Bonds			1,258,328		1,258,328
Capital lease obligation GASB 87				287,257	287,257
Capital lease obligation GASB 96 - SBITA				3,354,161	3,354,161
Total liabilities	<u>\$ 79,649</u>	<u>\$ 0</u>	<u>\$ 3,307,716</u>	<u>\$ 123,441,207</u>	<u>\$ 126,828,572</u>
Fund balance:					
Designated fund balance	\$ 41,625,369	\$ 763,783	\$ 29,032,805	\$	\$ 71,421,957
Invested in plant	\$	\$	\$	\$ 114,746,154	\$ 114,746,154
Total fund balance	<u>\$ 41,625,369</u>	<u>\$ 763,783</u>	<u>\$ 29,032,805</u>	<u>\$ 114,746,154</u>	<u>\$ 186,168,111</u>
Total liabilities & fund balance	<u>\$ 41,705,018</u>	<u>\$ 763,783</u>	<u>\$ 32,340,521</u>	<u>\$ 238,187,361</u>	<u>\$ 312,996,683</u>

**EL PASO COMMUNITY COLLEGE
UNEXPENDED PLANT FUND
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TEN MONTHS ENDED JUNE 30, 2024**

	Original Budget	Revised Budget	2016 Revenue Bond	Other	Total	Budget Balance
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		17,409,607	17,409,607	(4,873,408)
2016 Revenue Bond Interest	9,841	9,841	9,841		9,841	0
Interest income	1,360,000	1,360,000		1,987,946	1,987,946	(627,946)
Total revenues	<u>\$ 17,096,869</u>	<u>\$ 17,096,869</u>	<u>\$ 9,841</u>	<u>\$ 22,588,382</u>	<u>\$ 22,598,223</u>	<u>\$ (5,501,354)</u>
Expenditures:						
Intrafund transfers	\$ 12,536,199	\$ 12,536,199	\$	\$ 17,409,606	\$ 17,409,606	\$ (4,873,407)
Interfund transfers	664,000	664,000		673,749	673,749	(9,749)
Repairs and rehabilitation	23,109,466	23,109,466		5,133,625	5,133,625	17,975,841
Equipment	6,768,829	6,768,829		3,759,391	3,759,391	3,009,438
2016 RB - Master Plan Phase I						
Buildings	94,446	92,148	92,148		92,148	0
Proj. Reserve Master Plan Phase I						
Furniture and Equipment		2,298	2,298		2,298	0
Total expenditures	<u>\$ 43,172,940</u>	<u>\$ 43,172,940</u>	<u>\$ 94,446</u>	<u>\$ 26,976,371</u>	<u>\$ 27,070,817</u>	<u>\$ 16,102,123</u>
Revenues over/(under) expenditures	\$ (26,076,071)	\$ (26,076,071)	\$ (84,605)	\$ (4,387,989)	\$ (4,472,594)	
Beginning balance - September 1, 2023	46,097,963	46,097,963	84,605	46,013,358	46,097,963	
Ending balance - June 30, 2024	<u>\$ 20,021,892</u>	<u>\$ 20,021,892</u>	<u>\$ 0</u>	<u>\$ 41,625,369</u>	<u>\$ 41,625,369</u>	

**EL PASO COMMUNITY COLLEGE
RENEWALS & REPLACEMENTS FUND
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TEN MONTHS ENDED JUNE 30, 2024**

	<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	\$ 673,749	\$ 673,749	\$ (9,749)
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	2,266	2,266	37,734
Interest income	60,000	60,000	56,946	56,946	3,054
Total revenues	<u>\$ 949,000</u>	<u>\$ 949,000</u>	<u>\$ 842,961</u>	<u>\$ 842,961</u>	<u>\$ 106,039</u>
Expenditures:					
Replacements and Renovations	<u>\$ 1,991,622</u>	<u>\$ 1,991,622</u>	<u>\$ 1,121,800</u>	<u>\$ 1,121,800</u>	<u>\$ 869,822</u>
Total expenditures	<u>\$ 1,991,622</u>	<u>\$ 1,991,622</u>	<u>\$ 1,121,800</u>	<u>\$ 1,121,800</u>	<u>\$ 869,822</u>
Revenues over (under) expenditures	\$ (1,042,622)	\$ (1,042,622)	\$ (278,839)	\$ (278,839)	
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 - June 30, 2024	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 763,783</u>	<u>\$ 763,783</u>	

**EL PASO COMMUNITY COLLEGE
DEBT RETIREMENT FUND
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TEN MONTHS ENDED JUNE 30, 2024**

	Original Budget	Actual				Budget
	Debt Service	Revenue Bonds	G.O. Bonds 1975	Capital Leases	Total	Balance Available
Revenues:						
Property tax interest	\$	\$	\$ 129	\$	\$ 129	\$ (129)
General use fees	8,800,000	9,061,615			9,061,615	(261,615)
Interest income	471,000	511,071			511,071	(40,071)
Intrafund transfers	8,991,982				0	8,991,982
Capital leases	52,783			11,165	11,165	41,618
Tuition	786,000	779,348			779,348	6,652
Total revenues	<u>\$ 19,101,765</u>	<u>\$ 10,352,034</u>	<u>\$ 129</u>	<u>\$ 11,165</u>	<u>\$ 10,363,328</u>	<u>\$ 8,738,437</u>
Expenditures:						
Bond principal	\$ 3,985,000	\$ 3,985,000	\$	\$	\$ 3,985,000	\$ 0
Bond interest	5,081,897	4,243,012			4,243,012	838,885
Capital lease interest expense	52,783			11,165	11,165	41,618
Intrafund transfers	8,991,982				0	8,991,982
Agents fee	5,800	4,500			4,500	1,300
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>\$ 8,237,095</u>	<u>\$ 0</u>	<u>\$ 11,165</u>	<u>\$ 8,248,260</u>	<u>\$ 9,809,487</u>
Revenues over/(under) expenditures	\$ 1,044,018	\$ 2,114,939	\$ 129	\$	\$ 2,115,068	
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 - June 30, 2024	<u>\$ 27,961,755</u>	<u>\$ 28,990,159</u>	<u>\$ 42,646</u>	<u>\$ 0</u>	<u>\$ 29,032,805</u>	

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
CUSTODIAL FUNDS
JUNE 30, 2024**

**EL PASO COMMUNITY COLLEGE
CUSTODIAL FUNDS
BALANCE SHEET
JUNE 30, 2024**

	<u>Custodial Funds</u>
Assets:	
Cash and cash equivalents	\$ 318,557
Total assets	\$ <u>318,557</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>(143,834)</u>
Ending balance: June 30, 2024	\$ <u>318,557</u>
Total liabilities & fund balance	\$ <u>318,557</u>

**EL PASO COMMUNITY COLLEGE
CUSTODIAL FUNDS
STATEMENT OF CHANGES IN FUND BALANCE
FOR THE TEN MONTHS ENDED JUNE 30, 2024**

	<u>Custodial Funds</u>
Additions:	
Miscellaneous	\$ 315,885
Total additions	\$ 315,885
Deductions:	
Scholarship payments to students	\$ 459,719
Total deductions	\$ 459,719
Net increase (decrease) in fund balance	\$ (143,834)

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
TEMPORARY INVESTMENTS
JUNE 30, 2024**

PORTFOLIO SUMMARY
EL PASO COMMUNITY COLLEGE
JUNE 30, 2024

PORTFOLIO	Book Value			Market Value		
	Beginning Balance	Change	Ending Balance	Beginning Balance	Change	Ending Balance
Pooled Investments	\$ 312,251,076	\$ 5,215,258	\$ 317,466,334	\$ 312,251,076	\$ 5,215,258	\$ 317,466,334
Debt Service Reserve Fund	10,400,542	46,728	10,447,270	10,400,542	46,728	10,447,270
Total Portfolio	<u>\$ 322,651,618</u>	<u>\$ 5,261,986</u>	<u>\$ 327,913,604</u>	<u>\$ 322,651,618</u>	<u>\$ 5,261,986</u>	<u>\$ 327,913,604</u>

Effective yield for June 30, 2024 = 5.2779%

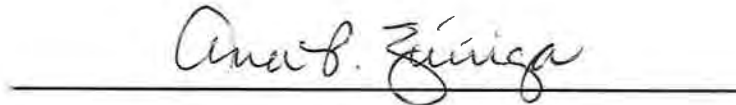
Benchmark: Average 13-week T-Bill rate for June = 5.2463%

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
Vice President
Finance & Administration/CFO



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



**EL PASO COMMUNITY COLLEGE
TEMPORARY INVESTMENTS
JUNE 30, 2024**

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
Pooled Investments								
	TexPool	\$ 183,435,945.92	5.3119	30	05/31/24	06/30/24	\$	\$ 815,328.83
	Texas Daily	127,570,821.24	5.3000	30	05/31/24	06/30/24		558,637.53
	Wells Fargo	1,244,309.28	1.1500	1	05/30/24	05/31/24		39.75
Balance 6/1/2024		\$ 312,251,076.44					\$ 10,721,975.51	\$ 1,374,006.11
	TexPool	\$ 14,839,716.18	5.3119	30	05/31/24	06/30/24	\$ 853,042.82	\$ 0.00
	Texas Daily	573,156.09	5.3000	30	05/31/24	06/30/24	573,156.09	0.00
	Wells Fargo	43,372,559.54	1.1500	28	05/30/24	06/27/24	3,588.22	2,111.91
Purchases & Transfers in June 2024		\$ 58,785,431.81					\$ 1,429,787.13	\$ 2,111.91
	TexPool	\$ 10,200,000.00	5.3119	30	05/31/24	06/30/24	\$	\$ 0.00
	Wells Fargo	43,370,174.56	1.1500	28	05/30/24	06/27/24		0.00
Maturities & Transfers in June 2024		\$ 53,570,174.56					\$ 0.00	\$ 0.00
Balance 6/30/2024		\$ 317,466,333.69					\$ 12,151,762.64	\$ 1,376,118.02
Revenue Bond								
Balance 6/1/2024							\$ 9,841.01	0.00
Balance 6/30/2024		\$ 0.00					\$ 9,841.01	\$ 0.00

**EL PASO COMMUNITY COLLEGE
TEMPORARY INVESTMENTS
JUNE 30, 2024**

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
Debt Reserve	TexPool	\$ 8,615.23	5.3119	30	05/31/24	06/30/24	\$	\$ 37.61
	Texas Daily	10,391,926.81	5.3000	30	05/31/24	06/30/24		45,506.65
Balance 6/1/2024		\$ 10,400,542.04					\$ 418,798.72	\$ 45,544.26
	TexPool	\$ 38.75	5.3119	30	05/31/24	06/30/24	\$ 38.75	\$ 0.00
	Texas Daily	46,689.33	5.3000	30	05/31/24	06/30/24	46,689.33	0.00
Purchases & Transfers in June 2024		\$ 46,728.08					\$ 46,728.08	\$ 0.00
Balance 6/30/2024		\$ 10,447,270.12					\$ 465,526.80	\$ 45,544.26
All Funds		\$ 327,913,603.81					\$ 12,627,130.45	\$ 1,421,662.28

BOARD POLICY ABSTRACT

Policy to be Considered: Insurance And Annuities Management – Liability Insurance		Policy #: CKB (Local)
Policy Section: C (Business and Support Services)	<u> X </u> New <u> </u> Revision	
Action: <u> X </u> For information only (<u> X </u> 1 st Reading) <u> </u> For Adoption (<u> </u> 2 nd Reading and Approval)		
Resource Person: Julie Penley		
Purpose:	To transition EPCC Board Policies to the Texas Association of School Boards (TASB) format and organizational system. EPCC’s Board of Trustees authorized Dr. Serrata to begin this work and execute four TASB agreements at its October 2019 Regular Meeting, including the Community College Policy On-Line Service Agreement and the Community College Localization Agreement.	
Explanation:	TASB (Legal) Policies compile federal and state laws, as well as court decisions, and provide a statutory context for TASB (Local) Policies. TASB Policies are posted in EPCC’s TASB Portal: https://pol.tasb.org/Home/Index/435 College-specific supplement to TASB (Legal) Policies are found in corresponding TASB (Local) Policies, which require Board of Trustee approval. CKB (Insurance And Annuities Management – Liability Insurance): Describes the parameters of the District’s liability pertaining to acts or omissions of current and former trustees and employees. If approved, CKB (Local) would replace current Board Policy 3.32.10, <i>District Liability for and Defense of Claims Based on Certain Conduct of District Officers and Employees</i>.	
Recommendation:	Review and comment by the Board of Trustees.	

INSURANCE AND ANNUITIES MANAGEMENT
LIABILITY INSURANCECKB
(LOCAL)**Liability**

The College District is liable for and shall pay ~~actual~~ damages, ~~including by not limited to~~ court costs, and attorney's fees ~~adjudged against~~ incurred by current and former trustees, officers, or employees of the College District; ~~against a former trustee, officer or employee of the College District who was a trustee, officer or employee when the act or omission on which the damages occurred; or against the estate of such a person~~ or their respective estates where damages are based on an act or omission by the person in the course and scope of the person's office, contractual performance, or employment for the College District ~~except for official misconduct or gross negligence.~~, and:

- ~~1. The damages arise out of a cause of action for negligence, except a willful or wrongful act or an act of gross negligence; or~~
- ~~2. The damages arise out of a cause of action for deprivation of a right, privilege, or immunity secured by the constitution or laws of this state or the United States, except when the court in its judgment or the jury in its verdict finds that the trustee, officer, contractor, or employee acted in bad faith.~~

This policy shall not be construed as a waiver of any defense, immunity, or jurisdictional bar available to the College District or its trustees, officers, contractors, employees, or their respective estates ~~or employees~~. The College District is not liable under this policy to the extent that damages are recoverable under an insurance policy or ~~a contract of insurance or under~~ a plan of self insurance ~~authorized by a statute~~.

This policy shall apply to all legal matters pending on or after ~~applies to judgments in all cases filed on or after the effective date of this policy and to all judgments in cases pending, on appeal, or final on~~ the effective date of this policy.

The attorney for the College District, or an attorney engaged by the College District for this purpose, shall defend a present or former trustee, officer, contractor, or employee or their respective estates in legal matters ~~the person's estate in a cause of action~~ covered by this policy. The College District is not liable for the defense or indemnification of a person covered under this policy ~~of an action~~ or for damages, court costs, or attorney's fees unless ~~either the attorney for~~ the College District has been served in the case ~~or the current or former and the College District has been given an opportunity to defend the suit, or the~~ trustee, officer, contractor, or employee, or their respective estates have promptly notified the College District in writing of any pending legal matter. ~~, former officer, contractor, or employee, or estate against whom the action~~

INSURANCE AND ANNUITIES MANAGEMENT
LIABILITY INSURANCE

CKB
(LOCAL)

~~is brought has delivered to the attorney for the College District all
process served not later than ten days after the service~~

BOARD POLICY ABSTRACT

Policy to be Considered: Information Security	Policy #: CS (Local)
Policy Section: C (Business and Support Services)	_____New _____X Revision
Action: <u> X </u> For information only (<u> X </u> 1 st Reading) _____ For Adoption (_____ 2 nd Reading and Approval)	
Resource Person: Julie Penley	
Purpose: 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.	
Explanation: TASB (Legal) Policies compile federal and state laws, as well as court decisions, and provide a statutory context for TASB (Local) Policies. TASB Policies are posted in EPCC's TASB Portal: https://pol.tasb.org/Home/Index/435 . As part of Local Manual Updates 46 and 47, TASB recommends adoption of the attached Local Policy based on the rationale below.	
CS (INFORMATION SECURITY). Recommended revisions to this local policy address SB 1893, which prohibits certain social media applications and services on devices of a college, essentially codifying an earlier order issued by the governor. The bill requires a college to adopt a policy prohibiting the installation or use of Covered Social Media Applications on a government-owned or -leased device, with an exception. In addition, at Security Breach Notification, recommended revisions to this local policy address SB 271, which amends provisions that address the notification a state agency must submit to DIR related to a security incident, as defined by law. Finally, at Reports, recommended revisions to this local policy have been made due to Administrative Code changes that add an Information Security Assessment and remove a Monthly Reports requirement. Additional changes have been made to confirm to TASB style.	
Recommendation: Review and comment by the Board of Trustees.	

INFORMATION SECURITY

CS
(LOCAL)

The College President is responsible for the security of the College District's information resources. The College President or designee shall develop procedures for ensuring the College District's compliance with applicable law.

Information Security Officer

The College President or designee shall designate an information security officer (ISO) who is authorized to administer the information security requirements under law. The College President or designee must notify the Department of Information Resources (DIR) of the individual designated to serve as the ISO.

Information Security Program

The College President or designee shall annually review and approve an information security program designed in accordance with law by the ISO to address the security of the information and information resources owned, leased, or under the custodianship of the College District against unauthorized or accidental modification, destruction, or disclosure. The program shall include procedures for risk assessment and for information security awareness education for employees when hired and an ongoing program for all users.

The information security program must be submitted biennially for review by an individual designated by the College President and who is independent of the program to determine if the program complies with the mandatory security controls defined by DIR and any controls developed by the College District in accordance with law.

College District Website and Mobile Application Security

The College President or designee shall adopt procedures addressing the privacy and security of the College District's website and mobile applications and submit the procedures to DIR for review.

The procedures must require the developer of a website or application for the College District that processes confidential information to submit information regarding the preservation of the confidentiality of the information. The College District must subject the website or application to a vulnerability and penetration test before deployment.

Covered Social Media Applications

The College President or designee shall adopt procedures prohibiting the installation or use of a covered application, as defined by law, on a device owned or leased by the College District and requiring the removal of any covered applications from the device.

Exception

The procedures shall permit the installation and use of a covered application for purposes of law enforcement and the development and implementation of information security measures. The procedures must address risk mitigation measures during the permitted

INFORMATION SECURITY

CS
(LOCAL)

	use of the covered application and the documentation of those measures.
Reports	The College District shall submit a biennial information security plan to DIR in accordance with law.
Information Security Plan	
Effectiveness of Policies and , Procedures, and Practices	The ISO shall report annually to the College President on the effectiveness of the College District's information security policies, procedures, and practices in accordance with law and administrative procedures.
<u>Biennial Information Security Plan</u>	<u>The College District shall submit a biennial information security plan to DIR in accordance with law.</u>
Information Security Assessment	In accordance with law, at least every two years, the College District shall submit the results of its information security assessment to DIR and, if requested, the office of the governor, lieutenant governor, and speaker of the house of representatives.
Security Incidents	The College District shall assess the significance of a security incident and report urgent incidents it to DIR and law enforcement in accordance with law and, if applicable, DIR requirements.
<i>By the College District</i>	
Generally	Upon discovering or receiving notification of a breach of system security or a security incident, as defined by law, the College District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law.
Security Breach Notification	The College District shall give notice by using one or more of the following methods: 1. Written notice. 2. Electronic mail, if the College District has electronic mail addresses for the affected persons. 3. Conspicuous posting on the College District's website. 4. Publication through broadcast media.
Monthly Reports	The College District must provide summary reports of security incidents monthly to DIR in accordance with the deadlines, form, and manner specified by law and DIR.
<i>By Vendors and Third Parties</i>	The College District shall include in any vendor or third-party contract the requirement that the vendor or third party report information security incidents to the College District in accordance with law and administrative procedures.

Exhibit 3.1
Full-Time Institutionally-Funded Actions

Gomez, Mikaela

Financial Aid Specialist
Classified Staff
Financial Aid Office
07/29/24 – 08/31/24
Grade E
Competitive Appointment
(Replacement Action)

Lucero, Vanessa

Instructor
Faculty
Teacher Preparation
Tenure Track*
08/19/24 – 05/10/25
Grade C/5
Competitive Appointment
(Replacement Action)

Gonzalez, Monica

Peace Officer I
Classified Staff
Police Department
07/29/24 – 08/31/24
Grade D
Competitive Appointment
(Replacement Action)

Lujan, Kevin

Peace Officer I
Classified Staff
Police Department
07/29/24 – 08/31/24
Grade D
Competitive Appointment
(Replacement Action)

Henderson, Yvette

Admissions, Registration & Evaluations
Specialist
Classified Staff
Admissions & Registration
07/29/24 – 08/31/24
Grade E
Competitive Appointment
(Replacement Action)

Pena, Andrew

Employee Relations Advisor
Professional Staff
Employee Relations
Temporary Status
08/05/24 – 08/31/24
Grade E
Noncompetitive Appointment
(Replacement Action)

Lopez, Gabriel

Program Assistant
Classified Staff
Distance Learning Support Services
07/29/24 – 08/31/24
Grade D
Competitive Appointment
(Replacement Action)

Portillo, Perla

Financial Aid Specialist
Classified Staff
Financial Aid Office
07/29/24 – 08/31/24
Grade E
Competitive Appointment
(Replacement Action)

Exhibit 3.1
Full-Time Institutionally-Funded Actions

Rodriguez Alvarado, Daniel

Senior Administrative Associate
Classified Staff
Associate Vice President, Budget & Financial
Services
07/29/24 – 08/31/24
Grade F
Competitive Appointment
(Replacement Action)

Rosales, Gabriel

Financial Aid Specialist
Classified Staff
Financial Aid Office
07/29/24 – 08/31/24
Grade E
Competitive Appointment
(Replacement Action)

Schulte, Harry

Instructor
Faculty
Speech
Temporary (Lecturer) Status
08/19/24 – 05/10/25
Grade C/2
Competitive Appointment
(Replacement Action)

*Tenure Track faculty members serve a
period of five years in a faculty
probationary status prior to being
granted tenure status by the Board of
Trustees.

Exhibit 3.1

Full-Time Institutionally-Funded Actions

The following full-time, temporary Instructors (Lecturers) are extended for the period of 08/19/24 – 05/10/25.

<u>NAME</u>	<u>DISCIPLINE</u>	<u>GRADE</u>
Alvarenga, Jose	Renewable Energy	B
Alvarez, Aaron	Philosophy	C
Ansalmio, Irma	Nursing	C
Armendariz, Jessica	English	C
Brooks, Raymundo	Emergency Medical Services	A
Childress, Mayra	Government	C
Cruz, Hamilton	Economics	C
De La Canal, Sandra	Emergency Medical Services	B
Estrada, Hector	Diesel Mechanics	A
Fong, Siusen	Biology	C
Gough, Cathleen	Echocardiography	A
Gutierrez, Rogelio	Emergency Medical Services	A
Huff, Nancy	Nursing	C
Knight, Adriana	Emergency Medical Services	A
Kraften, William	Heating, Ventilation & Air Conditioning	A
Levins, Ira	Information Technology Systems	C
Luna, Juan	Computer Aided Design	A
Manriquez, John	Educational Psychology	C
Moreno, Robert	Chemistry	C
Munguia, Aaron	Industrial Manufacturing	B
Newman, Carla	Sociology	E
Ontiveros, Mario	Machining Technology	A
Prieto, Bertha	Court Reporting	B
Rivera, David	Electrical Technology	A
Salazar, Barbara	Electrical Technology	A
Silva, Denise	Educational Psychology	C
Valenzuela Alcantar, Erich	Chemistry	C

The following Adult Vocational Instructors are extended for the period of 08/19/24 – 08/09/25.

<u>NAME</u>	<u>DISCIPLINE</u>	<u>GRADE</u>
Almaguer-Chavez, Martha	Phlebotomy	B
Cazares, Jaime	Automotive Technology	A
Cruz, Josephine	Cosmetology	A
Dewane, James	Language Institute Program	C
Dominguez, Cecilia	Cosmetology	A
Edwards, Marta	Basic Skills, Reading & Writing	C
Estrada-Martinez, Victoria	Language Institute Program	C
Gonzalez, Alejandra	Office Technology	A
Minjarez, Norma	Basic Skills, Mathematics	C
Quigley, Charles	Language Institute Program	C
Robles, Ozcar	Language Institute Program	C
Roman, Graciela	Nail Technology	A
Serrano, Manuel	Law Enforcement Academy	A
Stafford, Reeanna	Nursing Assistant	A
Taggart, Tammy	Massage Therapy	A

(Exhibit 3.1.3)

07/24/24

Exhibit 3.2
Full-Time Externally-Funded Actions

Alcala, Socorro

Popular Education Lead Facilitator
Classified Staff
Community Education Program
D.O.E. H.E.P. 2024
Temporary Status
07/01/24 – 08/31/24
Grade E
Extension of Appointment

Landeros, Erika

Popular Education Lead Facilitator
Classified Staff
Community Education Program
D.O.E. H.E.P. 2024
Temporary Status
07/01/24 – 08/31/24
Extension of Appointment

Castillo, Maria

Administrative Office Assistant
Classified Staff
Community Education Program
D.O.E. H.E.P. 2024
Temporary Status
07/01/24 – 08/31/24
Grade C
Extension of Appointment

Simons, Hercilia

Popular Education Lead Facilitator
Classified Staff
Community Education Program
D.O.E. H.E.P. 2024
Temporary Status
07/01/24 – 08/31/24
Grade E
Extension of Appointment

Espino, Hector

Business Development Advisor
Professional Staff
Small Business Development Center
U.T.S.A. S.B.D.C. S.B.A. 2023
Temporary Status
09/01/24 – 12/31/24
Grade E
Extension of Appointment

Flores, Maribel

Business Development Advisor
Professional Staff
Small Business Development Center
U.T.S.A. S.B.D.C. S.B.A. 2023
Temporary Status
09/01/24 – 12/31/24
Grade E
Extension of Appointment

Exhibit 3.3
Information Items
(No Action Required)

Resignations:

Banda, Nestor

Student Union Attendant
Student Leadership & Campus Life
06/26/24

Dymond, Rebecca

Purchasing Support Clerk
Purchasing & Contract Management
06/28/24

Escorza, Guadalupe

Financial Aid Specialist
Financial Aid Office
06/28/24

Hernandez, Luz

Student Services Assistant
Counseling
06/30/24

Marquez, Esmeralda

Administrative Assistant
Workforce Strategic Initiatives
06/28/24

Peer, Celeste

Instructor
Psychology
08/30/24

Valverde, Veronica

Employee Relations Associate
Employee Relations
07/05/24

Retirements:

Diaz, Maria

Instructor
Nursing
07/31/24

Gomez, Maria

Instructor
Reading
07/31/24

FINANCIAL SERVICES ABSTRACT

Item(s) to be Considered:	Discussion and action on the approval of a contract award to USI Southwest, Inc. for commercial property; automobile; general, law enforcement, educators legal, and umbrella liability; excess crime; cyber risk; vocational student accident; and crisis management insurance.	Amount (Not to Exceed): \$1,363,299										
Requestor:	Ruben Gallardo	Area Responsible: Purchasing & Contract Management										
Resource Persons:	Fernando Flores, Ruben Gallardo											
Purpose: Approval of a one (1) year contract award for districtwide insurance for the period of September 1, 2024, through August 31, 2025. Explanation: Texas Government Code 791 allows for certain interlocal agreements, including those for certain insurance coverage and reinsurance of such coverage. The El Paso Community College Board of Trustees having approved an interlocal agreement with the Political Subdivision Alliance of Texas in August 2021, the following insurance coverage will be procured from Liberty Mutual Insurance Company through that agreement: commercial property including inland marine; commercial automobile including garage keeper; general, law enforcement, educators legal, and umbrella liability; and cyber risk. Liberty Mutual Insurance Company is rated “A” (excellent), with a stable outlook by A.M. Best Company. The excess crime insurance coverage will be procured from Travelers Indemnity Company (A++, stable), the crisis management from XL Specialty Insurance Company (A+, stable), and the vocational student accident from Borden Perlman (BP)/National Union (A, stable). This insurance will be procured through ESC Region 19’s Allied States Cooperative contract #19-7337, in compliance with Texas Government Code 791. Such contracts are competitively awarded. El Paso Community College insures over 2 million square feet of occupiable space, as well as its owned contents, at a value of \$668,289,467. Due to significant payouts by the insurance industry because of weather and fire-related claims throughout Texas and the nation, as well as a continued increase in the cost to replace real and personal property, there was an increase in the annual property insurance premium of \$70,580. The following pages outline a comparison between the current, expiring insurance premium set and the proposed “renewal” insurance premium set, as well as additional details. This item requests permission to procure insurance for a premium in the amount of \$1,323,591 as outlined on the following page, and also includes an additional 3% contingency, or \$39,707.73 for any additional cyber coverage and/or vehicle additions that may be needed during the fiscal year, for a total of \$1,363,299. Funding is provided by the Insurance Property account.												
Recommendation:	Approval by the Board of Trustees.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Date:</td> <td style="text-align: right; padding: 2px;">09/01/24</td> </tr> <tr> <td style="padding: 2px;">Account:</td> <td style="text-align: right; padding: 2px;">11000-77002</td> </tr> <tr> <td style="padding: 2px;">Budget:</td> <td style="text-align: right; padding: 2px;">\$1,286,473</td> </tr> <tr> <td style="padding: 2px;">Expenditures to date:</td> <td style="text-align: right; padding: 2px;">-0-</td> </tr> <tr> <td style="padding: 2px;">Balance:</td> <td style="text-align: right; padding: 2px;">\$1,286,473</td> </tr> </table>	Date:	09/01/24	Account:	11000-77002	Budget:	\$1,286,473	Expenditures to date:	-0-	Balance:	\$1,286,473
Date:	09/01/24											
Account:	11000-77002											
Budget:	\$1,286,473											
Expenditures to date:	-0-											
Balance:	\$1,286,473											
Vendor:	USI Southwest, Inc. 303 N. Oregon Street, Suite 310 El Paso, TX 79901											

Premium Summary

Coverage	Expiring Premium	Renewal Premium
	Liberty Mutual Travelers Insurance XL Specialty Insurance CBIZ Borden Perlman	Liberty Mutual Travelers Insurance XL Specialty Insurance CBIZ Borden Perlman
Package		
- Property (incl Inland Marine)	\$714,427	\$785,007
- General Liability (incl Cyber Liability)	\$160,975	\$163,461
- Law Enforcement Liability	\$14,009	\$28,886
- Educators Legal Liability	\$132,991	\$174,370
- Automobile	\$103,096	\$119,639
- Garagekeepers Coverage – Direct Primary	Included	Included
- Umbrella	\$17,376	\$19,162
Excess Crime	\$19,959	\$24,020
Crisis Management – 3 Year Policy (2nd Installment)	\$7,649	\$7,649
Student Accident – Vocational	\$1,397	\$1,397
Total Annual Premium	\$1,171,879	\$1,323,591

Premium Increases:

- Property
 - Increase due to inflation, rising claims & property cost
- Educators Legal Liability
 - Increase due to Claims Activity
- Excess Crime
 - Increased Social Engineering Limit from \$250,000 to \$1,000,000

Liberty Mutual - Changes:

- Added Firearm Exclusion. Does not apply to law enforcement officers.
 - APD deductible increased to \$2,500 for vehicles with Cost New Less Than \$100,000
 - Added Animal or Human Clinical Testing Exclusion
 - Increased Flood and Earthquake deductibles to \$100,000
- **** Cyber Suite Extortion limit subject to increase - Additional Premium may apply

Binding Requirements:

- “Client Authorization to Bind” signed by the insured
- Signed Sworn Statement of Values, Fleet Schedule & TRIA Form

Payment Terms:

- Liberty Mutual / Travelers/ XL/ CBIZ Borden Perlman- Agency Bill (Full Payment)

Note:

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

Proposal date: 07/15/2024 Prepared for El Paso County Community College Distri
Confidential. © 2021 USI Insurance Services. All rights reserved.



FINANCIAL SERVICES ABSTRACT

Item(s) to be Considered: Discussion and action on the approval of a contract award with TouchNet Information Systems, Inc. to provide a payment application and cashiering software system.		Amount (Not to Exceed): \$1,085,527 <i>(over a 5-year period)</i>										
Requestor: Ana Zúñiga	Area Responsible: Budget & Financial Services											
Resource Persons: Fernando Flores, Marco Fernandez, Ana Zúñiga												
Purpose: To approve a contract renewal with TouchNet Information Systems, Inc. to provide a payment application and cashiering software system, including annual maintenance, for the period of September 1, 2024–August 31, 2029. Explanation: On October 1, 2009, the College’s enterprise resource planning system, Banner, stopped supporting the capability for students to make on-line payments due to more stringent, national credit card compliance standards. In anticipation of this action, the College, several months earlier, issued a Request for Proposals for a separate payment application and cashiering software system through RFP #09-023. By means of that process, TouchNet Information Systems Inc. was found to offer the best value for the College and the Board of Trustees, at their July 22, 2009 meeting, approved a five-year contract, with an option for an additional five years, with TouchNet. TouchNet has stated and continues to state that their solution complies with the security standards that the credit card industry has dictated to merchants that accept credit card payments. A payment application and cashiering software system continues to be needed by the College. Such a system should provide the following functionalities: - Allow students to continue making secure on-line payments to the College without disruption of service, - Allow students to select and complete, on-line, the tuition installment plan, which will reduce the lines at the cashiers’ offices during payment deadline, and - Facilitate departmental deposits to the Cashier’s office, which will allow us to better track and safeguard funds not directly collected by the Cashiers. A subsequent Request for Proposals was issued by the College on April 14, 2019 through RFP #19-013. The Board of Trustees approved a contract with TouchNet Information Systems, Inc. in July 2019; that contract was fully executed on August 27, 2019. The term of that contract was five (5) years, with an option to extend, on an annual basis, for an additional five (5) years. The Administration recommends a five (5) year renewal, as the best value option. The dollar amount above represents the cost of the five (5) year contract, including any price increases, which are limited to a maximum of 5% per year. The cost and funding of the software are as follows: \$1,085,527 Five-year license and maintenance cost. This will be offset by revenue from the Installment Plan Fee. Funding is provided by the Software Maintenance account.												
Recommendation: Approval by the Board of Trustees. Vendor: TouchNet Information Systems, Inc. 9801 Renner Road, Suite 150 Lenexa, KS 66219		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Date:</td> <td style="text-align: right; padding: 2px;">09/01/24</td> </tr> <tr> <td style="padding: 2px;">Account:</td> <td style="text-align: right; padding: 2px;">11000-75006</td> </tr> <tr> <td style="padding: 2px;">Budget:</td> <td style="text-align: right; padding: 2px;">\$2,116,565</td> </tr> <tr> <td style="padding: 2px;">Expenditures to date:</td> <td style="text-align: right; padding: 2px;">-0-</td> </tr> <tr> <td style="padding: 2px;">Balance:</td> <td style="text-align: right; padding: 2px;">\$2,116,565</td> </tr> </table>	Date:	09/01/24	Account:	11000-75006	Budget:	\$2,116,565	Expenditures to date:	-0-	Balance:	\$2,116,565
Date:	09/01/24											
Account:	11000-75006											
Budget:	\$2,116,565											
Expenditures to date:	-0-											
Balance:	\$2,116,565											

FINANCIAL SERVICES ABSTRACT

Item(s) to be Considered: Discussion and action on the approval to continue a contract with Dell Marketing LP for the purchase of desktop computers, computer monitors, and laptops for districtwide use.	Amount (Not to Exceed): \$700,000 Annually
Requestor: Marco Fernandez	Area Responsible: Information Technology
Resource Person: Marco Fernandez	
Purpose: To purchase, on an as-needed basis and for districtwide use, desktop computers, computer monitors, and laptops. Explanation: It is estimated that a significant number of desktop computers will require replacement during the current and next fiscal year. Most users' desktop computers have not been replaced in several years. It is not uncommon for some users to have desktop computers over five years old, with some users' devices being significantly older. In addition to including the purchase, on an as-needed basis, of a "standard" desktop computer that can address the needs of most users, this abstract also provides for the procurement of a limited number of higher-end desktop computers for those in the engineering, architecture and other similar disciplines which require more computing power. Finally, this abstract also allows for the purchase, on an as-needed basis, of a limited number of 13" and 14" laptops, including 2-in-1 laptops that can function as a laptop or a tablet. The requested approval amount above is based on the Administration's estimate of the needs that will arise districtwide during the contract term. While it is impossible to know exactly how many devices will be needed during the term, based on purchases from previous fiscal years, and further based on the average age of the district's machines, the Administration believes that no more than \$700,000 will be needed each year. Each new desktop computer will carry a 3-year, next business day, on-site warranty, and the specifications of the proposed computers are designed to be robust enough to accommodate Windows® 11 and the next Windows® operating system. The replaced computers will go through the normal El Paso Community College review process for refurbishment. This purchase will be conducted using the State of Texas Department of Information Resources contract DIR-TSO-3763, as allowed by the Information Resources Act, Texas Government Code Section 2054.0565 (b). Such contacts are competitively awarded. Funding is provided by each individual departmental budget. Recommendation: Approval by the Board of Trustees. Vendor: Dell Marketing LP 1 Dell Way, Mail Shop 8129 Round Rock, TX 78682	

FINANCIAL SERVICES ABSTRACT

Item(s) to be Considered:	Discussion and action to approve a contract for the Sophos Central Managed Detection and Response Complete Endpoint Protection and Server Protection Antivirus Software from Kudelski Security.	Amount (Not to Exceed): \$698,564 <i>for a three (3) year term</i>
Requestor:	Marco Fernandez	Area Responsible: Information Technology
Resource Persons: Marco Fernandez, Asaad Hubail		
Purpose:	To procure licensing for antivirus and security protection for desktop computers, laptops, and servers throughout the district. Sophos Endpoint Protection provides antivirus protection, exploit detection, and remediation.	
Explanation:	Sophos Central Managed Detection and Response Complete provides analyst-led threat hunting and investigation as well as full-scale incident response with a comprehensive defense-in-depth approach to desktop, laptop, and server protection utilizing foundational and modern techniques. Modern techniques include deep learning malware detection, exploit prevention, and anti-ransomware-specific features. Foundational techniques include signature-based malware detection, behavior analysis, malicious traffic detection, device control, application control, web filtering, and data loss prevention. Sophos will allow EPCC to stop the widest range of cyberattacks with a unique combination of deep-learning malware detection, exploit prevention, and anti-ransomware. The anti-ransomware feature helps protect data from being held hostage by recognizing unauthorized encryption through behavioral scanning and reverts encrypted files to their previous state. It also protects applications against zero-day exploits, malicious traffic, and process breaches. The agreement allows EPCC to install the software on districtwide college machines, including labs and classrooms. Software upgrades are included during the duration of the agreement. As a value-added, this agreement allows students and employees to download the software at no cost for their personal computers. This contract is for a three (3) year term paid in 3 annual payments of \$211,686 plus a 10% contingency of \$63,506 for the three-year term. This purchase will be conducted using the State of Texas Department of Information Resources contract# DIR-CPO-4891, as allowed by the Information Resources Act, Texas Government Code, Section 2054.0565 (b). Such contracts are competitively awarded. Funding is provided by the Information Technology Software Maintenance account.	
Recommendation:	Approval by the Board of Trustees.	
Vendor:	Kudelski Security 5090 North 40 th St, Suite 450 Phoenix, AZ 85018	

Date:	09/01/24
Account:	11000-75006
Budget:	\$2,116,565
Expenditures to date:	-0-
Balance:	\$2,116,565

FINANCIAL SERVICES ABSTRACT

Item(s) to be Considered:	Discussion and action on the approval of contracts with several purchasing cooperative-awarded vendors for the districtwide purchase of office products.	Amount (Not to Exceed): \$650,000 <i>(Estimated annual aggregate amount)</i>			
Requestor:	Ruben Gallardo	Area Responsible: Purchasing & Contract Management			
Resource Persons: Fernando Flores, Ruben Gallardo					
Purpose:	To request approval of contracts with various vendors as district-wide suppliers of office products for the period of September 1, 2024 – August 31, 2025.				
Explanation:	The District uses office supplies and products in the course of normal operations. Purchase orders are placed online, and departments receive desktop delivery to 170 district-wide locations. This program reduces the number of paper-generated purchase orders and minimizes the use of District resources for the ordering and delivery of these products. Purchases conducted through these purchasing cooperatives are in compliance with Texas Education Code 44.031; and the provisions of Texas Government Code, Chapter 791 – Inter-local Cooperation Contracts. Each contract was competitively awarded. Awarded vendors: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <i>Through OMNIA Partners #19-12R</i> ODP Business Solutions, LLC 6600 North Military Trail Boca Raton, FL 33496-2434 </td> <td style="width: 33%; vertical-align: top;"> <i>Through Region 19 #22-7446</i> El Paso Office Products, LLC 1550 Lionel Dr. El Paso, Texas 79936 </td> <td style="width: 33%; vertical-align: top;"> <i>Through Region 19 #22-7446</i> Shelby Distributions Inc. 29 A Butterfield Trail Blvd. El Paso, Texas 79906 </td> </tr> </table> <i>Through Sourcewell #012320-SCC</i> Staples Contract & Commercial LLC 500 Staples Drive Framingham, MA 01702 The District reserves the right to purchase office products from any competitively-awarded contract. Items are ordered on an as-needed basis only. There is no guarantee of any level of business to any vendor. Funding is provided by each individual College department's budget.		<i>Through OMNIA Partners #19-12R</i> ODP Business Solutions, LLC 6600 North Military Trail Boca Raton, FL 33496-2434	<i>Through Region 19 #22-7446</i> El Paso Office Products, LLC 1550 Lionel Dr. El Paso, Texas 79936	<i>Through Region 19 #22-7446</i> Shelby Distributions Inc. 29 A Butterfield Trail Blvd. El Paso, Texas 79906
<i>Through OMNIA Partners #19-12R</i> ODP Business Solutions, LLC 6600 North Military Trail Boca Raton, FL 33496-2434	<i>Through Region 19 #22-7446</i> El Paso Office Products, LLC 1550 Lionel Dr. El Paso, Texas 79936	<i>Through Region 19 #22-7446</i> Shelby Distributions Inc. 29 A Butterfield Trail Blvd. El Paso, Texas 79906			
Recommendation:	Approval by the Board of Trustees.				
Vendors:	Various - see above.				

FINANCIAL SERVICES ABSTRACT

Item(s) to be Considered:	Discussion and action to approve a contract support with Computacenter United States Inc. for a Wireless and Network Security Suite.	Amount (Not to Exceed): \$469,422 <i>for a three (3) year term</i>
Requestor:	Marco Fernandez	Area Responsible: Information Technology Division
Resource Persons: Marco Fernandez, Asaad Hubail		
Purpose:	To purchase the license subscription required to provide wireless service for students, employees, and community users.	
Explanation:	El Paso Community College provides wireless Internet connectivity to all students, faculty, staff, and community users at all the campuses. Licenses are necessary for central management, configuration, and troubleshooting of the wireless network, which includes over 700 wireless access points. The system also provides reporting and scalability to accommodate the increasing user population and mobile device usage. This contract is for a three (3) year term paid in 3 annual payments of \$142,249 plus a 10% contingency of \$42,675 for the three-year term. This purchase will be conducted using the State of Texas Department of Information Resources contract #TX DIR-TSO-4167, as allowed by the Information Resources Act, Texas Government Code, Section 2054.0565 (b). Such contracts are competitively awarded. Funding is provided by the Information Technology Software Maintenance account.	
Recommendation:	Approval by the Board of Trustees.	
Vendor:	Computacenter United States Inc. 1 University Ave, Ste. 102 Westwood, MA 02090	

Date:	<u>09/01/24</u>
Account:	<u>11000-75006</u>
Budget:	<u>\$2,116,565</u>
Expenditures to date:	<u>-0-</u>
Balance:	<u>\$2,116,565</u>

FINANCIAL SERVICES ABSTRACT

Item(s) to be Considered:	Discussion and action to award a contract to Weaver and Tidwell, L.L.P. for providing internal audit services to El Paso Community College.	Amount (Not to Exceed): \$75,000										
Requestor:	Ana Zúñiga	Area Responsible: Office of the President										
Resource Persons: William Serrata, Fernando Flores, Ana Zúñiga												
Purpose: To approve the selection of a firm to provide internal audit services districtwide. Explanation: After the interruption of contracted internal audit services due to the Covid pandemic, the College has deemed necessary to resume the procurement of such services. Internal audits offer risk management and can evaluate the effectiveness of college operations, such as compliance with applicable laws and regulations and test the reliability and integrity of financial, functional, and technological systems. These services add value by enhancing the efficiency of operations and motivating employees to adhere to policies and procedures. Therefore, the College issued a Request for Qualifications, RFQ #24-019, as outlined in Texas Government Code Section 2254.001, and received four (4) submittals. A committee evaluated the submittals, and selected Weaver and Tidwell, L.L.P., as the most qualified firm to provide the services as outlined in the written submittal. Cost for these services will be based on the scope of each audit selected and prioritized by the administration in a total amount not to exceed \$75,000 annually. The initial contract term is for one (1) year, renewable on an annual basis for an additional four (4) years, upon satisfactory vendor performance and subject to annual administrative approval, for a maximum term of five (5) years. The effective date of the initial term shall be July 26, 2024 through July 25, 2025. Funding is provided by the Internal Audit Services budget.												
Recommendation:	Approval by the Board of Trustees.											
Vendor:	Weaver and Tidwell, L.L.P. 1601 South MoPac Expressway, Suite D250 Austin, TX 78746	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Date:</td> <td style="text-align: right; padding: 2px;"><u>07/17/24</u></td> </tr> <tr> <td style="padding: 2px;">Account:</td> <td style="text-align: right; padding: 2px;"><u>11000-11017</u></td> </tr> <tr> <td style="padding: 2px;">Budget:</td> <td style="text-align: right; padding: 2px;"><u>\$75,000</u></td> </tr> <tr> <td style="padding: 2px;">Expenditures to date:</td> <td style="text-align: right; padding: 2px;"><u>9,490</u></td> </tr> <tr> <td style="padding: 2px;">Balance:</td> <td style="text-align: right; padding: 2px;"><u>\$65,510</u></td> </tr> </table>	Date:	<u>07/17/24</u>	Account:	<u>11000-11017</u>	Budget:	<u>\$75,000</u>	Expenditures to date:	<u>9,490</u>	Balance:	<u>\$65,510</u>
Date:	<u>07/17/24</u>											
Account:	<u>11000-11017</u>											
Budget:	<u>\$75,000</u>											
Expenditures to date:	<u>9,490</u>											
Balance:	<u>\$65,510</u>											

EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

INTERNAL AUDIT SERVICES

RFQ #24-019

ANALYSIS

The services secured through this Request for Qualifications (RFQ) process will be utilized by El Paso County Community College District.

This RFQ process complies with all applicable statutes, rules, policies, and procedures related to procurement as it relates to contracting for goods and/or services, including compliance with conflict of interest disclosure requirements.

This RFQ was advertised for two (2) consecutive weeks in the local newspaper, *El Paso Times*. All such requests are also posted on the Purchasing & Contract Management Department's page of the EPCC website. Qualification response packets were downloaded by forty-four (44) entities. The accompanying tabulation is used for reference only.

The RFQ Analysis Committee carefully reviewed those qualification statements and ranked the firms based on their demonstrated qualifications. Firms' previous experience was reviewed, when available, on the submissions received. References from firms who submitted qualification statements were checked. It is the recommendation of the Committee (Fernie Flores, Josette Shaughnessy, Ana Zuniga, Malena Field, and Paula Mitchell) that a contract be awarded to:

Weaver and Tidwell, L.L.P.
1601 South MoPac Expressway, Suite D250
Austin, TX 78746

The contract award shall be for an initial period of one (1) year, with an option to renew on an annual basis for an additional four (4) years for a potential maximum contract term of five (5) years. Annual renewals will be based upon satisfactory vendor performance and administrative approval.

RFQ #24-019 Internal Audit Services

Vendor	CliftonLarsonAllen LLP	CONEXIG LLC	Forvis Mazars, LLP	Weaver and Tidwell, L.L.P.
Vendor Requirements				
1. Letter of Transmittal a. Respondents shall provide a letter of transmittal signed by the representative with authority to contractually bind the company or firm, and their title, address and telephone number shall be provided. By signing the letter of transmittal, respondents agree to all the terms and conditions contained herein.	Provided	Provided	Provided (stated that they may require modifications to the terms and conditions if selected)	Provided
1. Letter of Transmittal (continued) b. State whether the respondent is a national, regional or local accounting firm. Indicate whether it is licensed to practice public accounting in the state of Texas. State the names of persons authorized to make firm representations and bind the firm. State the location of the office(s) from which the work is to be performed.	Provided	Provided	Provided	Provided
1. Letter of Transmittal (continued) c. The letter of transmittal should be dated and will fairly and briefly depict the respondent's proficiency, experience and capability to serve the District and offers an opportunity to set forth the reasons the respondent believes he, she or it should be selected by the District.	Provided	Provided	Provided	Provided
2. General Information a. Respondents shall provide the company name, address, telephone, e-mail, federal ID and website address (if applicable). b. Respondents shall describe the type of ownership and legal structure of the firm.	Provided	Provided	Provided	Provided
3. Firm's History a. Respondents shall state the date the firm was established under the name given. b. Respondents shall provide a brief description of the firm including firm's history, size and staff composition.	Provided	Provided	Provided	Provided
3. Firm's History (continued) c. Respondents shall describe the firm's general financial stability and viability. The respondents shall also supply an annual report and/or financial statements attesting to the fiscal viability of the company. Further documentation attesting to corporate growth, market share, reputation, experience, quality of service, quality of support personnel, etc. should also be supplied.	Provided copy of CreditBuilder® report from Dun & Bradstreet	Provided the following statement, "CONEXIG or Allen ACI do not have audited financial statements that we can share at this time."	Provided the following statement, "As a privately held partnership, Forvis Mazars does not provide financial statements to outside sources..."	Provided
3. Firm's History (continued) d. Respondents shall list past and present litigation and lawsuits in which their firm is a defendant in the last five (5) years and describe the circumstances surrounding same; or if not applicable state "none." If applicable, describe how the litigation was settled.	Provided	Provided	Provided	Provided
4. Provide a statement concerning the independence of the firm, including direct and indirect financial interest and the relationship of the proposed audit team to employees of the District and any of the members of the Board of Trustees.	Provided	Provided	Provided	Provided
5. State whether the firm or any member of the audit team has been the object of any disciplinary action of the Texas State Board of Public Accountancy and/or licensing boards of other states during the past three (3) years.	Provided	Provided	Provided	Provided
6. List Texas and other colleges and universities that the firm audits or has audited including the number of years the firm has provided audit services to those entities, and the names and telephone numbers of contact persons. Describe the firm's involvement in and commitment to higher education.	Partially provided	Not found in proposal	Provided	Provided
7. Describe the firm's capabilities for and commitment to providing management services in the field of higher education. Identify any capabilities that are unique in this field. Discuss the firm's policy on access to the audit partner by senior management of the District for informal financial management conversations during the fiscal year at no cost.	Partially provided	Not found in proposal	Provided	Partially provided
8. Identify the level of effort and professional qualifications of the partners, other key personnel, and the engagement team who would be assigned to each segment of the audit. Identify if any person to be assigned is from an office other than the local office. Provide resumes for each. Prior supervisory audit experience in the higher education environment should be highlighted.	Partially provided	Provided	Provided	Provided
8. (continued) Knowledge of governmental audits of student financial aid and other federal, state or local agency grants and programs, and reporting thereon, is of great significance, as is knowledge related to auditing large computer accounting systems. Provide documentation on how this knowledge was acquired.	Provided	Partially provided	Provided	Provided
9. Provide the names and qualifications of outside specialists and consultants that assist the firm's staff members.	Provided	Provided	Provided	Provided
10. Provide documentation for the past three (3) years on the continuing education acquired by all who will be involved in the audit. Government auditing standards require that auditors responsible for planning, directing, conducting, or reporting on government audits should comply with competence and continuing professional education requirements.	Provided	Provided the following statement, "Our partners hold a wide range of highly relevant professional certifications, including Certified Public Accountant - CPA (North Carolina & Brazil), CFA, Certified Internal auditor - CIA, Certified Risk Management Assurance - CRMA, Certified Fraud Examiner - CFE and more. These certifications require ongoing education, ensuring our partners possess the most up-to-date knowledge and expertise."	Provided	Provided
11. Describe and provide documentation where applicable on the firm's internal quality control system.	Provided	Provided	Provided	Provided
12. Describe and provide documents where applicable on the firm's participation in and results of its external quality control review program. State whether the firm has received an unqualified report. Include the name of the external quality control review organization of which the firm is a member and the length of membership.	Partially provided	Partially provided	Partially provided	Partially provided
13. Identify your approach to Electronic Data Processing (EDP) auditing. Would software packages used by your firm be available for District use? If yes, describe the contractual arrangements.	Partially provided (did not describe the contractual agreements for Assurance Information Exchange (AIE))	Partially provided (did not describe the contractual agreements for N- Able)	Partially provided (did not describe the contractual agreements for the software packages they listed as having specialized expertise in)	Partially provided (did not describe the contractual agreements for Alteryx)

RFQ #24-019 Internal Audit Services (continued)

Vendor	CliftonLarsonAllen LLP	CONEXIG LLC	Forvis Mazars, LLP	Weaver and Tidwell, L.L.P.
Vendor Requirements				
14. Provide a brief discussion of the firm's basic approach to the audits and the auditor-client relationship, including the flexibility to provide report formats to meet client needs. Please describe how you would handle the introduction of your working team to the auditee and also what kind of contact you would have with the auditee at the close of an audit.	Provided	Provided	Provided	Provided
15. Describe the difference between an annual financial audit and a fairly large scope internal audit of a major operational area.	Provided	Provided	Provided	Provided
16. If an out-of-town firm is awarded a contract, what local resources are available to the District in providing the services listed herein?	Provided (Didn't list specific local resources, but listed offices in TX and NM.)	Provided (Stated "services will be provided mainly remotely...")	Provided (Didn't list specific local resources, but listed areas in Texas where offices are located.)	Provided ("...key leadership will be onsite as needed...")
17. Provide an executive summary, not to exceed two (2) pages, indicating why the firm should be selected.	Provided	Provided	Provided	Provided
18. Respondents should submit evidence that they can comply with the District's insurance requirements as stated on the District's General Conditions of Contract.	Provided the following statement, "CLA carries commercially reasonable amounts of professional liability insurance. If requested, the firm will provide a certificate of coverage for an amount specified by the District upon being engaged."	Certificate submitted expired on 04/28/24. District not named as additional insured; no vehicle coverage. Provided the following statement, "Please see the attached current insurance policies for CONEXIG LLC. If we are awarded the contract, we commit to adjusting our coverage to fully comply with the RFP requirements."	Not found in proposal (Provided only evidence of Errors and Omissions coverage.)	Not found in proposal (Did not provide evidence of Errors and Omissions coverage.)
Vendor acknowledged Addenda #1 and #2	Acknowledged	Acknowledged	Acknowledged	Acknowledged
Attachment A – Reference	Provided	Provided	Provided	Provided
Attachment B - Organization Details	Provided	Provided	Provided	Provided
Texas Family Code Form	Provided	Provided	Provided	Provided
Required Contract Clauses Form (NON-Federal Funds)	Provided	Provided	Provided	Provided
Conflict of Interest Questionnaire	Provided	Provided	Provided	Provided
Confidentiality Agreement	Provided	Provided	Provided	Provided

RFQ #24-019 Internal Audit Services Evaluation Scoring Summary

07/15/24

	Total	Experience of the firm and the engagement team in performing financial and compliance audits in the College and University sector. Respondents should list colleges and universities in which they have had recent engagements, including briefly describing the scope of examination in each case.	Qualifications of personnel to be assigned as the engagement partner, manager, and other members of the audit team. Where specific assignments cannot be made, respondents should include qualifications of partners and employees who could be assigned. Involvement of key audit team personnel in the audits at the District will be an important consideration.	Knowledge of governmental audits for financial aid and research grants given to colleges and universities. Respondents should document how they acquired or plan to acquire knowledge needed to be able to attest to conformity with the auditing and reporting requirements.	Knowledge of the reporting requirements as well as the basic concepts and conventions underlying college and university accounting and financial reporting principles promulgated by the AICPA and NACUBO. Respondents should document how they have acquired the knowledge and expertise to apply the concepts and conventions of college and university fund accounting as they relate to the District.	Knowledge of large computerized integrated information systems and their successful history of engagements of evaluating such systems with emphasis on security and internal controls.	Recommend Award? (Yes/No)
Supplier / Max Points	/ 100 pts	/ 25 pts	/ 20 pts	/ 20 pts	/ 20 pts	/ 15 pts	-
Weaver and Tidwell, L.L.P.	94.00	25	17.6	19.2	18.4	13.8	Yes
CLA (CliftonLarsonAllen LLP)	80.00	19	15.2	16.8	17.6	11.4	No
Forvis Mazars, LLP	69.40	17	14.4	12.8	14.4	10.8	No
CONEXIG, LLC	40.60	7	8	9.6	8.8	7.2	No
Total composite score rounded to the nearest hundredth.							
Scope of Work per Specifications for RFQ #24-019							
The District is seeking Qualification Statements from qualified firms to provide internal audit services.							

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered:	Discussion and action on the approval of a contract with GOBI® Library Solutions from EBSCO to purchase library materials for the EPCC libraries.	Amount: \$167,963
Requestor:	Paula Mitchell	Area Responsible: Instruction and Student Success
Resource Persons:	Steven Smith, Paula Mitchell, Ana Ochoa	
Purpose:	To purchase library materials for the 2024-2025 Academic Year.	
Explanation:	GOBI® Library Solutions from EBSCO is the leading web-based acquisition tool for finding, ordering, and managing e-books and print books. GOBI® provides subscribers with access to more than 15 million e-books and print books from thousands of publishers and university presses. This collection is available to GOBI® subscribers only. EPCC librarians can select and order print and digital titles to develop a curriculum-based library collection that meets the information and educational needs of our students. The purchase is in compliance with Texas Education Code 44.031 and Texas Education Code 130.0101, which state that the competitive bidding requirements that generally apply to Texas school districts and junior colleges (i.e., Subchapter B of Chapter 44 of the Texas Education Code) do not apply to the acquisition of these library goods and services by junior colleges. Funding is provided by all five campus library budgets.	
Recommendation:	Approval by the Board of Trustees.	
Vendor:	GOBI® Library Solutions from EBSCO 999 Maple Street Contoocook, NH 03229	

Date:	09/01/24
Account:	11000- 52123,24,25,26,27
Budget:	\$281,064
Expenditures to date:	-0-
Balance:	\$281,064

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered:	Discussion and action on the approval of a contract with online database and discovery service provider EBSCO for EPCC Libraries.	Amount: \$116,457
Requestor: Paula Mitchell	Area Responsible: Instruction and Student Success	
Resource Persons: Steven Smith, Paula Mitchell, Ana Ochoa		
Purpose: To approve a contract with online database and discovery service provider EBSCO for the EPCC Libraries for the 2024-2025 Academic Year. Explanation: EPCC librarians have reviewed and identified EBSCO, an electronic information vendor, as essential in order to provide our students with access to diverse electronic resources. EBSCO eBooks Academic Subscription Collection is a multidisciplinary collection that includes thousands of e-books covering a large selection of academic subjects. It features e-books from leading publishers and university presses. The purchase is in compliance with Texas Education Code 44.031 and Texas Education Code 130.0101, which state that the competitive bidding requirements that generally apply to Texas school districts and junior colleges (i.e., Subchapter B of Chapter 44 of the Texas Education Code) do not apply to the acquisition of these library goods and services by junior colleges. Funding is provided by the District-wide Library Databases and the Library Materials Replacement Fund budget.		
Recommendation: Approval by the Board of Trustees. Vendors: EBSCO 10 Estes St. P.O. Box 682 Ipswich, MA 01938		Date: <u>09/01/24</u> Account: <u>11000-52154</u> Budget: <u>\$199,940</u> Expenditures to date: <u>-0-</u> Balance: <u>\$199,940</u>
		Date: <u>09/01/24</u> Account: <u>11000-S12290</u> Budget: <u>\$17,855</u> Expenditures to date: <u>-0-</u> Balance: <u>\$17,855</u>

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered:	Discussion and action on the approval to purchase from Technical Laboratory Systems, Inc. a Vortex Edge Plus Earth Moving Simulator with Forklift Add-on software.	Amount: \$58,315
Requestor:	Jose CassoLopez	Area Responsible: Workforce & Continuing Education
Resource Persons: Steven Smith, Blayne Primozych, Jose CassoLopez		
Purpose:	To approve the purchase of the Vortex Edge Plus Earth Moving Simulator with Forklift Add-on software.	
Explanation:	Professional simulator training on the desktop will allow EPCC to provide training and assess the skill level of heavy equipment operators quickly. It is the ideal training solution for the classroom or on the go and a great way to quickly assess the skill level of new operators on- or off-site. Earth Moving Pack (software & controls) consists of the following: Excavator, Wheel Loader, Backhoe, and Articulated Dump Truck. The Excavator Simulator Training Pack enables trainees to develop a sense of initiative and responsibility that transfers to the worksite. The Wheel Loader Simulator Training Pack is an immersive training tool for loader operations. It incorporates CM Labs' advanced soil simulation, which reproduces bucket/ground interactions with the highest fidelity available today. The Backhoe Simulator Training Pack highlights the versatility of this "jack of all trades," with exercises designed to teach operators the full potential of the equipment. The Articulated Dump Truck (ADT) Simulator Training Pack is the only solution that accurately replicates machine stability, providing training opportunities to reduce the likelihood of accidents due to tipping. The purchase will be conducted through The Interlocal Purchasing System (TIPS) #230105, 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. Funding is provided by the Instructional Equipment account.	
Recommendation:	Approval by the Board of Trustees.	
Vendor:	Technical Laboratory Systems, Inc. PO Box 218609 Houston, TX 77218	

Date:	05/01/24
Account:	91271-M91271
Budget:	\$58,315
Expenditures to date:	-0-
Balance:	\$58,315

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered: Discussion and action on the approval of a Cooperative Agreement from the University of Texas at San Antonio.	Amount: \$307,395																		
Requestor: Audrey Marrufo	Area Responsible: Small Business Development Center																		
Resource Persons: Steven Smith, Blayne Primozych, Audrey Marrufo, Robert Elliott																			
Purpose: To approve the acceptance of Cooperative Agreement Revision #1 24-603001-Z-0049-38-EPCC consisting of \$307,395 in Federal funds from the Texas South-West (TXSW) Small Business Development Center (SBDC) network of the University of Texas at San Antonio (UTSA). Funds will be utilized to continue operations of the SBDC Program from January 1, 2024, through December 31, 2025.																			
Explanation: In November 2023, the Board of Trustees approved Cooperative Agreement 24-603001-Z-0049-38-EPCC, awarding the \$65,000 State portion of the grant from the TXSW SBDC network of the UTSA. Revision #1 to the Cooperative Agreement awards the federal portion of the grant, totaling \$307,395, to fund the continued operation of the EPCC SBDC. The SBDC program is administered by the U.S. Small Business Administration and is supported by Congressional appropriation. Operated by state governments and hosted by universities and colleges under cooperative agreements, the program aims to enhance small business enterprises' development through advising, technical assistance, research, and training services.																			
EPCC hosts one of over 900 service centers throughout the United States and Puerto Rico. For fiscal year 2023, the EPCC SBDC program served 3,136 clients and trainees. Direct assistance impacted 367 new jobs, 294 jobs retained, 49 new business starts, and 58 business expansions. Capital infusion (loans and equity investment) resulted in \$15,848,525 in approved projects and increased local sales of \$20,236,215 to assisted companies. 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.																			
Detailed Budget Overview: UTSA SBDC SBA 2024 Budget Summary Budget Account Number: 23747-P23747 January 01, 2024, to December 31, 2025																			
<table style="margin: auto;"> <tr> <td style="text-align: right;">61305</td> <td>Professional Staff FT</td> <td style="text-align: right;">\$177,678</td> </tr> <tr> <td style="text-align: right;">62000</td> <td>Fringe Benefits¹</td> <td style="text-align: right;">60,411</td> </tr> <tr> <td style="text-align: right;">71910</td> <td>Indirect Cost</td> <td style="text-align: right;">59,496</td> </tr> <tr> <td style="text-align: right;">72100</td> <td>In-Town Travel</td> <td style="text-align: right;">4,810</td> </tr> <tr> <td style="text-align: right;">72200</td> <td>Out-of-Town Travel</td> <td style="text-align: right;">5,000</td> </tr> <tr> <td></td> <td>TOTAL</td> <td style="text-align: right;">\$307,395</td> </tr> </table>		61305	Professional Staff FT	\$177,678	62000	Fringe Benefits ¹	60,411	71910	Indirect Cost	59,496	72100	In-Town Travel	4,810	72200	Out-of-Town Travel	5,000		TOTAL	\$307,395
61305	Professional Staff FT	\$177,678																	
62000	Fringe Benefits ¹	60,411																	
71910	Indirect Cost	59,496																	
72100	In-Town Travel	4,810																	
72200	Out-of-Town Travel	5,000																	
	TOTAL	\$307,395																	
¹ Full-time fringe benefit rate is 34 %, and overall composite fringe benefit rate is 34 %																			
Recommendation: Approval by the Board of Trustees.																			

THE UNIVERSITY OF TEXAS AT SAN ANTONIO
TEXAS SOUTH-WEST SMALL BUSINESS DEVELOPMENT CENTER

COOPERATIVE AGREEMENT REVISION #1

- | | |
|------------------------------|--|
| 1. AUTHORIZATIONS: | 15 USC Section 648;
31 USC Section 6305; C.F.R. Part 130 |
| 2. COOPERATIVE AGREEMENT | 24-603001-Z-0049-38-EPCC |
| 3. SUBCONTRACTOR | El Paso Community College |
| 4. PROJECT PERIOD - FEDERAL: | From 01/01/24 through 12/31/25 |
| 5. | |
| 6. PROJECT PERIOD - STATE: | From 09/01/23 through 8/31/24 |
| 7. BUDGET PERIOD - FEDERAL: | From 01/01/24 through 12/31/25 |
| 8. BUDGET PERIOD - STATE: | From 09/01/23 through 8/31/24 |
| 9. TITLE OF PROJECT: | Small Business Development Center |
| 10. DIRECTOR OF PROJECT: | Audrey Marrufo, Director |
| ADDRESS: | El Paso Community College
Small Business Development Center
9050 Viscount Blvd. B-520
El Paso, Texas 79925-6511
(915) 831-7743
(915) 831-7734 (FAX) |
| 11. AMOUNT OF AWARD: | Federal Funds (CFDA 59.037) \$307,395
State Funds \$65,000 |
| 12. MATCHING COMMITMENT: | \$278,282 (cash) & \$42,143 (in-kind) |

Revision #1: This revision is issued to authorize the full CY'24 Federal Allocation of \$307,395 and to include the Minimum salary requirement for SBDC staff. The State Funds and Matching Commitment funds remain at the same level as the original agreement. All the original CY'24 Cooperative Agreement terms and conditions apply

EXCEPT AS EXPRESSLY PROVIDED IN THIS REVISION, ALL OTHER TERMS, CONDITIONS, AND PROVISIONS OF THE AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT AS PROVIDED THEREIN.

IN WITNESS WHEREOF, the parties have caused this revision to be executed by their duly authorized representatives

13. THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The program legislation cited above in Section 1 "Authorizations".
- b. The program regulation cited above in Section 1 "Authorizations".
- c. SBA Federal Assistance Regulations or Manual issuances in effect as of the beginning date of the budget period.
- d. SBA Policy Guidelines in effect at the beginning date of the budget period.
- e. SBA Administrative Regulation/Guidelines in effect as of the beginning date of the budget period.
- f. Approved SBDC proposal submitted to UTSA by the Subcontractor.
- g. The CY 2024 Program Announcement (Funding Opportunity)
- h. Program Year 2024 SBA Award Program Terms and Conditions – Small Business Development Center Program

In the event there are conflicting or otherwise inconsistent policies applicable to this award, the above order of precedence shall prevail. Acceptance of ALL terms and conditions and the Standard Provisions is acknowledged by the Subcontractor when funds are drawn or otherwise obtained from the University of Texas System.

13. UNIVERSITY OFFICIAL:


Silvia Cano, Sr. Director Finance & Administration
The University of Texas at San Antonio

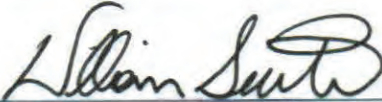
Date: 06/04/2024

14. DATE REVISED:

June 4, 2024

15. This Cooperative Agreement is issued pursuant to your approved application to the University to participate in the Texas South-West Small Business Development Center Network.

16. ACCEPTANCE OF AWARD:


William Serrata, Ph.D., President

Date: 6/18/24

STANDARD PROVISIONS**1. SCOPE OF PROJECT**

This Cooperative Agreement is awarded to carry out the activities set forth in Federal Assistance Application and Proposal on 08/29/2023 date.

This Cooperative Agreement between The University of Texas at San Antonio (UTSA) and El Paso Community College (herein referred to as Subcontractor) is awarded as federal assistance to manage and operate, a Center of the Texas South-West (TXSW) SBDC Network Small Business Development Center (SBDC) in accordance with the provisions contained in the "Small Business Development Center Act of 1980" (P.L. 96-302 as amended by P.L. 98-395, 8/21/84) and as presented in the Program Announcement upon which application for this award was made. Varied resources will be utilized to advise and train small business owners and managers in dealing with financial, marketing, production, organizational, engineering, technical and other problems. Clients shall also be assisted in developing feasibility studies, business plans, cash flows, financial statements, etc. Advising assistance shall be provided at no cost to the client. One-on-one advising assistance shall be provided at no cost to the client. However, a reasonable fee to cover costs may be charged for training activities and/or certain specialized services (refer to Section 10 DISPOSITION OF PROGRAM INCOME).

El Paso Community College will be required to provide funds from non-federal sources, which as a minimum will match the funds supplied by SBA. These matching funds may come from sources such as the University, state, or private sector.

Members of the TXSW SBDC Network are as follows at this time:

1. The University of Texas at San Antonio
2. Texas State University
3. Del Mar College
4. The University of Texas Rio Grande Valley
5. El Paso Community College
6. Texas A&M International University
7. Angelo State University
8. University of Houston-Victoria
9. Sul Ross State University/ Alpine
10. Sul Ross State University/ RGC Eagle Pass
11. UTSA Center for Government Contracting
12. UTSA International Trade Center
13. UTSA Technology Commercialization Center

2. DELINEATION OF PROGRAM CONTROL CENTER INVOLVEMENT

- a. UTSA shall monitor and oversee the Cooperative Agreement and ongoing operations of the Subcontractor to ensure effective and efficient use of Federal funds. This includes reviewing records, files, and procedures relating to performance under this agreement, as well as interviewing the Subcontractor clients to determine effectiveness.
- b. UTSA shall provide orientation, direction, and clarification for the Subcontractor in matters relating to the proper execution and implementations of this agreement.

- c. UTSA shall apply provisions of Section 10 executing its Program Income Control responsibilities under this agreement.

3. DELINEATION OF SBA INVOLVEMENT

- a. SBA shall determine acceptability of SBDC proposals.
- b. SBA shall ensure that SBDC activities conform to the requirements of the law, the Program Announcement, and the Cooperative Agreement.
- c. SBA shall monitor and oversee the Cooperative Agreement and ongoing operations of the SBDC to ensure effective and efficient use of Federal funds. This includes reviewing records, files, and procedures relating to performance under this agreement, as well as interviewing SBDC clients to determine effectiveness.
- d. SBA shall refer clients to SBDC for assistance consistent with SBDC Resources.
- e. SBA shall indicate acceptability of SBDC activities submitted as part of accountability requirements.
- f. The selection of the SBDC State/Network office Director requires the concurrence of the cognizant SBA District Director. The selection of the SBDC Center Director requires the concurrence of the TXSW SBDC Executive Director.
- g. SBA personnel shall participate in the evaluation and dissemination of project results and in the resolution of policy issues.
- h. SBA shall ensure that the SBDC has developed adequate procedures to track program income and determine whether this income was used to further eligible SBDC program objectives.

4. FISCAL ADMINISTRATION

a. Payment Data

- 1. Subawardee shall submit an invoice not more often than monthly for allowable costs. All invoices shall be submitted using Subawardee's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), UTSA's agreement number, and certification as to truth and accuracy of invoice to include the statement below:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise."

2. Payments will be made to the Subcontractor under the authority of The University of Texas at San Antonio. Monthly or quarterly payments shall be made to the Subcontractor upon submission and acceptance of the required reports as set forth in Section 6 below (Reporting Requirements). The TXSW SBDC Network office will conduct a Mid-Year Expenditure Review on July 5th for the purpose of assessing expenditure rates in accordance with the budget. If needed, the TXSW SBDC Network office will proportionally redirect funds.

b. Payment Information

Problems or questions in relation to payment should be directed promptly to:

Silvia Cano
UTSA Texas South-West SBDC Network
Sr. Director of Finance & Administration
501 West César E. Chávez Blvd., DB 4.370
San Antonio, Texas 78207

5. PRIOR APPROVAL

The following shall constitute a deviation and are considered outside the scope and objectives of this agreement and the approved financial plan, and will require prior written approval of the TXSW SBDC Network office and the SBA Project Officer. Some examples may include, but are not limited to:

- a. Changes in project scope or objectives.
- b. All sub-grants and contracts not limited to Subcontractor's proposal, in which project performance is transferred to other parties.
- c. Additional line items not specified on the approved budget or as required by applicable cost principles cited in Section 9.
- d. Any budget revisions including fund transfers between cost categories when cumulative amounts of such transfers exceed, or are expected to exceed, ten percent of the total budget and as required for other reasons by 2 C.F.R. Part 200, Subpart D, 200.308: or ten percent (State and Local Government-based SBDCs), as required by 13 C.F.R., Part 130.620 and 13 C.F.R., Part 143.30.
- e. When special OMB and other clearances or governmental approvals are required in relation to film production, news releases, publications, questionnaires, surveys and other such materials.
- f. Any proposed aggregate contract expenditure expected to exceed \$5,000 if (i) proposed contract will be awarded sole source and (ii) any contract proposed to be awarded after seeking competition but only one bid or proposal was received.

6. REPORTING REQUIREMENTS

- a. Recordkeeping and Reporting - University-based SBDCs are governed by 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. State-based SBDCs are governed by 13 C.F.R. 143.42. To ease the space problem that

may occur, SBDC Networks may transfer these records to electronic format, as long as a hard copy can be produced when necessary.

The Subcontractor agrees to maintain complete and accurate records and supporting documentation to support and facilitate any thorough financial and/or program audit. Further, the Subcontractor shall be prepared to furnish such records for audit review.

b. Advising - All advise advising services are regulated by the current TXSW SBDC Advising Standard Operating Procedures, including but not limited to:

1. MIS: The Small Business Development Center is responsible for reporting all advising activity via SBA's Client Intake Form (SBA Form 641 Parts I, II, and III or its approved equivalent) and recording accurate data in the Neoserra Management Information System (MIS).
2. Initial Client Session Minimum: At least one-half hour of substantive face-to-face or electronic contact time must have occurred to count an initial client session.
3. Only SBA-eligible advising cases performed 10/01/23 through 9/30/24 are to be applied to the fiscal year milestone accomplishments. Each SBDC will maintain individual files on each advising case, including documentation necessary to provide a clear audit trail.

c. Training - All training is regulated by the current TXSW SBDC Training Standard Operating Procedures. *The minimum standard of two (2) hours was reduced effective 4/1/21 until further notice to a minimum of one (1) hour to address the pivot from classroom to online activity.*

1. SBA Form 888 shall be used to report and document SBDC training activity. The Subcontractor shall report the number of SBA approved training programs, the number of attendees, fees collected and the attendee demographic data as specified on the SBA Form 888.
2. Advising services must be cross-marketed to training attendees during the event to promote the availability of a traditional SBDC client relationship, especially when providing more substantive, longer-term and/or multi-session training. SBA products and services, along with the local District Office, must also be promoted.

d. Other Activity Records

Records and supporting documentation are to be maintained on all other SBDC services proposed by the Subcontractor and upon which funding is based. Quarterly Narrative Reports describing other activities and client success stories will be submitted per the TXSW SBDC Network guidelines.

e. Financial Reports

Financial Reports shall be furnished to the TXSW SBDC Network office, and submitted electronically to silvia.cano@utsa.edu and to elba.ramos@utsa.edu.

1. The Budget Report must contain a narrative of all program income earned and disposition thereof (refer to Section 10). Subcontractors shall be responsible for

thirty (30) days from the date of receipt of such copy, the Subcontractor otherwise delivers a written appeal.

Such appeal shall be addressed to the Chairman of the SBA Grants and Cooperative Agreement Appeals Committee. A copy shall be furnished to the Agreements Officer. The decision of the Committee of such appeal shall be final and conclusive, unless determined by a court of competent jurisdiction to have been (1) arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law; (2) contrary to constitutional right, power, privilege, or immunity; (3) in excess of statutory jurisdiction, authority, or limitations, or short of statutory right; (4) without observance of procedures required by law; (5) unsupported by substantial evidence in a case subject to section 556 and 557 of Title 5, United States Code, or otherwise reviewed on the record of an agency hearing provided by statute; or (6) unwarranted by the facts to the extent that the facts are subject to trial, de novo by the reviewing court.

In connection with an appeal proceeding under this article, the federal assistance Subcontractor shall be afforded an opportunity to be heard, to be present, to offer evidence and testimony in support of any appeal, to cross-examine Government witnesses and to examine documentation or exhibits offered in evidence by the Government witnesses and to examine documentation or exhibits offered in evidence by the Government or admitted to the appeal record (subject to the Government's, right to offer its own evidence and testimony, to cross-examine the appellant's witnesses, and to examine documentation or exhibits offered in evidence by the appellant or admitted to the appeal record). The appeal shall be determined solely upon the appeal record.

This Disputes article shall not preclude consideration of any question of law in connection with decisions provided for by this article; provided, that nothing in this award document or related regulations shall be considered as making final the decision of any administrative official, representative, or board, on a question of law.

(1) To the extent that Chapter 2260, Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by UTSA and the Subcontractor to attempt to resolve any claim for breach of contract made by the Subcontractor:

(A) Subcontractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Subcontractor shall submit written notice, as required by subchapter B of Chapter 2260, to UTSA in accordance with the notice provisions in this Agreement. Subcontractor's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that UTSA allegedly breached, the amount of damages Subcontractor seeks, and the method used to calculate the damages. Compliance by Subcontractor with subchapter B of Chapter 2260 is a required prerequisite to Subcontractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of UTSA, or such other officer of UTSA as may be designated from time to time by UTSA by written notice thereof to Subcontractor in accordance with the notice provisions in this Agreement, shall examine Subcontractor's claim and any counterclaim and negotiate with Subcontractor in an effort to resolve such claims.

(B) If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is Subcontractor's sole and exclusive process for seeking a remedy for any and all of Subcontractor's claims for breach of this Agreement by UTSA.

maintaining adequate documentation of all program income. This information should be available and reported in detail on a monthly basis.

2. Financial reports and requests for payment shall have the concurring approvals and signatures of the SBDC Director and host institution's financial officer.

3. The financial reports submitted to the TXSW SBDC Network office as a request for payment should be accompanied by its corresponding journal/ledgers which show the expenses that were incurred in that particular period for each line item. A separate request for payment should be submitted for each of the following fund groups: Federal, State-Core and State-Rural. To ensure a clear audit trail of the financial resources used under this Cooperative Agreement separate ledgers must be maintained for each funding source (Federal, State-Core, and State-Rural).

4. Program income journal/ledgers which show both income and expenses for the period should be provided to the TXSW SBDC Network office every time that a program income report is submitted.

5. Financial reports shall be due no later than thirty (30) days after the end of each month or quarter, and no later than forty-five (45) days after the end of the project period for the annual report. The annual report shall contain the final expenditures per cost category proposed, in addition to the information requested in the Budget Report. The annual report shall also represent the fourth quarter report.

6. When applicable original letters of in-kind support should be maintained by the subcontractor and a copy should be provided to the TXSW SBDC Network office. The letter should be for the proposed funding period and contain a detailed list of all in-kind reported. This list should contain the name of the donor, what was donated, and the amount of the donation. Each Center should ensure that each donation has a separate document which contains the following:

- a. Name of donor
- b. Phone number of donor
- c. The dollar value of the donation
- d. The basis for the valuation
- e. A clear description of what was donated
- f. Signature of donor

f. Narrative/Performance Reports

Quarterly Performance reports shall be furnished to the TXSW SBDC Network office, and submitted electronically in **Microsoft Word** by email to michael.gonzalez2@utsa.edu and to janette.riddell@utsa.edu, no later than **ten (10) days** after the end of each quarter, and no later than thirty (30) days after the end of the project period for the annual report, **utilizing the abbreviated format found on pages 15-16.**

7. DISPUTES

Except as otherwise provided by law or regulations, any dispute arising under this agreement shall be decided by the Agreements Officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Subcontractor. This decision will be made in consultation with SBA field and central office personnel. Such a decision of the GMO shall be final and conclusive unless, within

(C) Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this agreement by UTSA nor any other conduct, action or inaction of any representative of UTSA relating to this Agreement constitutes or is intended to constitute a waiver of UTSA or the state's sovereign immunity to suit and (ii) UTSA has not waived its right to seek redress in the courts.

(2) The submission, processing and resolution of Subcontractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

(3) Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Subcontractor, in whole or in part. UTSA and Subcontractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

(4) The 2260 Dispute Resolution Clause may be superseded by controlling federal law.

8. CLAUSE ENTITLED "PATENT RIGHTS" REQUIRED

37 C.F.R Part 401-Patent Rights, is incorporated into the Provisions of this award.

9. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

The following OMB Uniform Guidance regarding Administrative Regulations and Cost Principles are applicable to this agreement as appropriate and are incorporated by reference.

<u>ENTITY</u>	<u>ADMINISTRATIVE & COST PRINCIPLES</u>
Universities	2 C.F.R. Part 200
States & Local Governments	2 C.F.R. Part 200
Other Non-Profit Org.	2 C.F.R. Part 200

*(Or any regulation promulgated to supplement or replace it)

10. DISPOSITION OF PROGRAM INCOME

All program income as defined in 2 C.F.R. Part 200 shall be reported in the Budget Report submitted to the Network office and is to be added to funds committed to the project by the Federal sponsoring agency and Subcontractor organization and used to further eligible program objectives only. All revenues received from clients served by the Small Business Development Centers under the auspices of this award are considered to be program income. Program income cannot be used to satisfy match requirements.

11. GRANTOR AGENCY PROJECT OFFICER

The San Antonio District Office Lead Lender Relations specialist will serve as the SBA Project Officer and will be assigned to monitor the technical aspects of the TXSW SBDC award and will serve as the liaison with SBA.

12. SUBCONTRACTOR/SUBGRANTEE REPORTS

Copies of all reports required to be furnished by all Subcontractors (also referred to as Centers), acquired through the use of Federal assistance funds, shall be furnished to the TXSW SBDC Network office. Individual private consultant reports will be made available if requested.

13. PUBLICATION REQUIREMENTS

SBA will have an unlimited license to use data and written materials generated under this Cooperative Agreement, whether or not the materials are copyrighted.

Any publication resulting from this project, whether copyrighted or not, must include an acknowledgment of support by the Small Business Administration. Except for the scientific articles and papers appearing in scientific journals, materials must also contain the following disclaimer:

"Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Small Business Administration."

Subcontractor is reminded that it is their responsibility, in addition to complying with these and the provisions of Subpart D, 200.316, 2 C.F.R. Part 200, to take all necessary and prudent steps required to protect the Government's license when conveying rights to publishers.

14. ADVANCE UNDERSTANDINGS

- a. Operational Hours - To assure assistance to the small business community to the extent possible, the Center will operate on a forty- (40) hour week basis or during normal state business hours throughout the calendar year. Any office closure shall require notice in writing to the TXSW SBDC Network office and SBA Project Officer.
- b. This project is not to be subgranted to a third party. Contracting out of certain functions, as approved herein, is permissible; however, the Subcontractor shall insure compliance with all applicable laws and regulatory requirements by third parties.
- c. This Cooperative Agreement provides a total of \$307,395 federal funds (CFDA 59.037), \$65,000 State Formula Funding, and \$0 RBP State Funding for the continuation of the Small Business Development Center for FY 2024 (State) & CY2024 (Federal) based on availability of funds. Performance by the UTSA under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then UTSA shall issue written notice to the Subcontractor and UTSA may terminate the Agreement without further duty or obligation hereunder. Subcontractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UTSA.
 1. Lease space (if applicable) – It is the responsibility of the Center Director to contract with the landlord for SBDC lease space. Such budgeted leases are to be identified and broken down by site(s), costs, and specified terms of the agreement as an attachment for annual review.
- d. Indirect or administrative overhead costs shown on the budget are approved for budgetary purposes only and may not be exceeded nor charged against this agreement unless allowability is established in accordance with the applicable cost principles. Statement of all costs must be consistent with acceptable accounting procedures and in accordance with an indirect cost agreement negotiated with a cognizant federal agency. In no instance shall indirect costs charged

against this award exceed amounts shown on the budget without prior written approval of the TXSW SBDC Network office. Approval of indirect costs on future awards may be contingent upon the establishment of approved rates.

e. The Subcontractor agrees to furnish the Network office copies of indirect cost agreements negotiated with other federal agencies, and copies of current financial statements upon requests.

f. The Subcontractor agrees to maintain time and effort records by part-time employees for determination of time charged to this agreement, as specified in 2 C.F.R. Part 200.

g. The Subcontractor agrees that any cash match "overmatch" committed to the program over and above the amount required by law will be budgeted to support the level of effort approved by both parties for the cooperative agreement year in which the "overmatch" is applied. Verified, unspent dollars of "overmatch" funds are budgeted to support the proposed, approved level of effort. The Subcontractor may, as an alternative, utilize these verified, unspent "overmatch" dollars as a credit to offset any confirmed audit disallowances applicable to the budget period in which the "overmatch" exists; provided, that these offsetting funds would be considered obligated and not allowable as match for past or future budget periods.

h. Any and all out-of-state travel, not approved as part of this agreement, shall be listed and justified in the quarterly programmatic reports to the TXSW SBDC Network office. Failure to provide such listing and justification may result in disallowance of costs incurred for such travel. Restrictions on "out of area" travel do not apply to SBDC-related travel within the State of Texas.

i. The Recipient agrees that no award funds will be used:

1. to create or supplement a reserve or contingency fund or account;
2. to provide financial assistance, including but not limited to subgrants and seed money for business ventures, unless authorized by statute;
3. for the cost of promotional items and memorabilia including models, gifts, prizes, and souvenirs;
4. for costs of entertainment, including alcoholic beverages, amusement, diversion, and social activities, and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals transportation, and gratuities);
5. for contributions and donations (including cash, property, and services) or similar gratuitous transfers of funds or of goods or property;
6. for the purpose of 'fund-raising';
7. for lobbying as set forth in applicable 2 C.F.R. Part 200;
8. for membership fees or dues in any civic or community organization, country club, social or dining club or organization; or
9. for individual membership fees or dues in business, technical, and professional organizations.

j. The Subcontractor is not authorized to incur any expenses beyond August 31, 2024, for State Funds and December 31, 2025, for SBA Federal Funds without an amendment to this agreement from The University of Texas at San Antonio. Such notice will be contingent upon the SWTXB SBDC Network office and SBA Central Office approval.

k. Mutual agreement of the recipient and the Network office Director is required to change, replace, terminate or hire Center Director.

l. Prominent display of the SBA/SBDC partnership logo at the front of each office.

m. The SBA logo must also appear prominently on all SBDC websites that are related to this Cooperative Agreement. The following disclaimer must be in legible, easily readable print (within 2 inches of the SBA logo).

"Funded in part through the State of Texas and a Cooperative Agreement with the U.S. Small Business Administration. Reasonable accommodations for persons with disabilities or limited English proficiency will be made if requested at least two weeks in advance. Contact (insert name and phone number of contact person)."

Center must display SBDC name, logo, and the words "a partnership program with the U.S. Small Business Administration" on the "front page" of the Center's web site. Center must provide links on this web site to the Network office's web site (<http://www.txsbdc.org>) and SBA's web site (<http://www.sba.gov>).

n. All publications, promotional pieces, websites, information and training materials must expressly acknowledge that the SBDC program is "partially funded by the U.S. Small Business Administration." This acknowledgement may include the SBDC's other major funding partners.

o. Full compliance with the current TXSW SBDC Master Operating Procedures (MOP) and Standard Operating Procedures (SOPs).

p. The specific identification "Small Business Development Center" must be a part of the legal name of every SBDC organization within the SBDC network.

q. Any surveys or information collections to be conducted by the Recipient as a requirement of the grant project are subject to the requirements of the Paperwork Reduction Act, as amended. The SBA agrees that before the Recipient is required to conduct any survey or information collection that the SBA will complete the necessary requirement under the Paperwork Reduction Act. Surveys conducted by the Recipient independent of SBA are not subject to the Paperwork Reduction Act.

r. Mandatory Participation:

1. Minimum salary requirements for key Full-Time Equivalent SBDC staff are: Center Director: \$76,000, Business Advisor (aka Business Development Specialist, Advisor): \$55,000, Training Coordinator: \$44,000. Centers not currently in compliance with these *minimum salary thresholds must submit a narrative plan detailing the timeline associated with full compliance by 12/31/2025.*

2. Surveys/Studies - Centers must actively participate in the following surveys, documenting the *Analysis, Learning, and Actions Taken* of the results indicated by an asterisk:

- SBDC National Impact (formerly known as Chrisman) annual study,
- Federal Reserve Bank Dallas Small Business Credit Survey (direct promotion and also indirect promotion by engaging community partners to make the survey available to their constituents)
- DISC staff work behavioral individual and team studies.

- *Employee Satisfaction Survey (Annual VBL Engagement, SurveyMonkey system-based)
- *Instant Client Satisfaction survey (Wufoo system-based)
- *Client Satisfaction Survey (Semi-Annual, MIS-based)
- *Stakeholder Satisfaction (Annual Needs Assessment Survey, MIS-based) - Center Director must update contacts in the MIS for the annual activity.

3. Meetings - Center Director participation is mandatory in SBDC quarterly TXSW leadership, management, and professional development meetings (in person or virtually). The TXSW SBDC Executive Director must be notified in writing two (2) weeks in advance if substitute participation is planned.

4. Center Strategic Plan must be developed in alignment with the host institution and the TXSW SBDC Network strategic plan. Center SWOT and Strategic Plan documents must be posted on the Mission Met (Causey) online platform.

5. Professional Development and TXSW SBDC New Employee Orientation - The budget process must address the Network Orientation, professional development of SBDC leadership and all staff and incorporate core and developing capacities into the operating and strategic plan for the Center.

6. Certification - All advisors must **advance** within the Certified Business Advisor (CBA) program. Administrative Staff is required to participate in the Certified Administrative Professional (CAP) program. Training Coordinators are required to participate in the Certified Training Professional (CTP) program.

7. SBA Collaboration - Centers must actively participate in SBA's annual National Small Business Week by submitting at least one nominee to their respective SBA District or Branch Office by the annual deadline. Centers must engage with their respective SBA District or Branch Office to explore collaborative efforts such as outreach events and training sessions. **All SBDC training events must include a slide promoting the local SBDC District Office.**

8. Success Stories - Centers must submit **two (2) success stories per quarterly report** (total of eight (8) stories annually), two of which must include a high-resolution color photograph suitable for publication and client release of information for publicity purposes.

9. Special Initiatives: Centers must actively engage in TXSW SBDC efforts to address additional contractual or strategic efforts.

10. Succession Plan: Each Center must have a written document detailing the designated source for authorized signature approvals and management (fiscal and operations).

11. Disaster/Emergency Operations Plan: Centers must have written documentation to address continuation of services due to man-made and natural disasters. This must complement the host institution's plan to specifically address the SBDC program and include remote deployment procedures.

12. Brand Compliance: All SBDC materials and online presence must be in compliance with the current TXSW Brand Guide (including but not limited to logo usage, business cards, indoor and outdoor signage, banners, tablecloths, event flyers, newsletters, and logo shirts)

s. Entire Agreement; Modifications: The Agreement supersedes all prior agreements, written or oral, between the Subcontractor and UTSA and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by UTSA and the Subcontractor.

t. Venue: Governing Law. Bexar County, Texas shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

u. Reporting – Advance Understandings

Reports are due on the dates listed below and summarized in Attachment 3 – Schedule of Deadlines. *Note: The MIS will be closed to data entry five (5) days after the close of each quarter.*

January 10, 2024– Quarterly Financial Report and Quarterly Performance Report for First Quarter FY 2023 (October 1, 2023 – December 31, 2023)

April 10, 2024 – Quarterly Financial Report and Quarterly Performance Report for Second Quarter FY 2023 (January 1, 2024 – March 31, 2024);

July 1, 2024 – The TXSW SBDC Network office will conduct a Mid-Year Expenditure Review for the purpose of assessing expenditure rates in accordance with budget. If needed, the TXSW SBDC Network office will proportionally redirect funds.

July 10, 2024 – Quarterly Financial Report and Quarterly Performance Report for Third Quarter FY 2023 (April 1, 2024 – June 30, 2024)

September 9, 2024 – Financial Status Report for Centers Receiving State Funds

October 11, 2024 – Quarterly Financial Report and Quarterly Performance Report for Fourth Quarter, FY 2023 (July 1, 2024 – September 30, 2024.) Nomination packages to the SBA District/Branch office are due.

SBA Quarterly Performance Reports: Performance/Narrative reports are due on a quarterly basis and must be submitted in MS Word format to michael.gonzalez2@utsa.edu and to janette.riddell@utsa.edu, no later than **ten (10) days** after the end of each quarter, and no later than **thirty (30) days** after the end of the project period for the annual report.

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- I. **Executive Summary** – Managerial overview of actual accomplishments to proposed milestone goals for advising and training. In cases where milestones were not met, include reasons and plan of action for overcoming slippages. Provide summary information from the manager's perspective relating to actual financial expenditures and an explanation of any cost overruns.
- II. **Listing of all current employees and their titles** - Make sure to include any staff changes (vacancies, new hires).
- III. **Narrative - Report on significant activity that occurs for the remaining sections, if applicable, otherwise simply state, "Nothing to report on this topic for this quarter." Section 1500 is required (reference 14.s.9)**

100 – Capital Formation: Briefly summarize semi-annual capital infusion client impact as it relates to goal attainment for the quarter/YTD.

200 – Innovation, Technology Transfer and Technology Assistance: Summarize any specialized training and/or client activities involving innovation and technology transfer (EPA, OSHA, SBIR, etc.)

300 – International Trade: Summarize specialized training and/or client activities involving international trade (import and export).

400 – Procurement: Summarize specialized training and/or client activities involving federal, state, or local procurement activities.

500 – Manufacturing: Highlight any special initiatives and/or success stories involving manufacturing clients.

600 – Special Emphasis Groups: Summarize specialized training and/or client activities related to other target markets and special emphasis groups such as young entrepreneurs, targeted industries, disabled entrepreneurs, and etc.

700 – Minority Small Business Development: Summarize specialized training events promoting ethnic minority business development (Native American/Alaskan Indian, Asian, Native Hawaiian/Pacific Island, Black/African American, Hispanic).

800 – Women-Owned Businesses: Summarize specialized training and/or client activities targeting women entrepreneurs, including collaboration with women's economic development organizations.

900 – Veterans, Reservists, Service-Disabled, Veteran-Owned Businesses, and all other members of the U.S. Military: Summarize specialized training and/or client activities targeting veterans, service connected-disabled veterans, reservists on active duty, and base closings.

1000 – Rural Assistance: Describe any special projects, outreach efforts or specific results of working in rural businesses and/or communities.

1100 – Economic Development, Faith Based and Community Initiatives:

Include general activities that are not specific to an individual client, do not fit in other categories, and are aimed at supporting and strengthening the local economy, such as agribusiness, convention/tourism, incubators, faith-based and community initiatives.

1200 – Research: Research efforts aimed toward assisting small business and economic development, including chamber surveys, economic development studies, etc.

1300 – Online Activity: Must provide URL link and snapshot representation of current SBDC homepage.

1400 – Other Activity: Activities that do not fit in any other categories.
Do not include summary of training seminars.

1500 – Success Stories: Provide two (2) success story write-ups for each quarterly report. Of the eight submissions per year, two success stories must include a high-resolution color photograph attachment and Client Growth Assessment indicating client release of information for publicity purposes.

1600 – Advocacy: Highlight up to three significant advocacy activities, such as interaction with state/federal legislators, economic development activities, etc.

1700 – Resource Development: List any activities which promoted or developed other funding partners to assist the SBDC in its mission.

1800 – Collaboration and Leveraging: Address key partnerships and collaborations and the type of interaction, focusing on those with SBA partners or initiatives.

1900 – Unplanned Travel: Provide a description of any *unplanned and out-of-state travel not forecasted/budgeted* in the cooperative agreement.

2000 – Key Personnel Changes: Provide a list of any personnel not specified in the proposal, including name, title, and date of hire.

2100 – Problems: Describe any significant issues impacting the program, such as staff turnover, SBDC relocation, emergency closures, etc.

2200 – Budget to Actual Comparison: Explain any significant variances.

2300 – Economic Impact: Provide a table showing comparison of performance goals to actual accomplishments achievements during the reporting period and include a management analysis if results.

Monthly Documentation: Monthly reports must be submitted electronically in one file to michael.gonzalez2@utsa.edu and to janette.riddell@utsa.edu, no later than **ten (10) days** after the end of each month. Each Monthly report must include its Cover Sheet, all training packets and all Client Growth Assessments (CGAs) forms of the previous month.

1) **Client Growth Assessments (CGAs) forms** – Complete and signed copies corresponding to all Investments, Milestones, and Awards entered into the MIS must be submitted for the previous month.

2) **Training (SBA Form 888) packets** – Each training packet must include its signed SBA Form 888 cover sheet, its financial reconciliation worksheet, promotional material (agenda, flyer or brochure), and training agreement or MOU if applicable.

v. Advising Advance Understandings

Use of Outreach Systems' Neoserra MIS with consistent entry of all performance and production metrics. All client impact must have corresponding Client Growth Assessment notations. The Center Director must verify the accuracy and monthly reconciliation of MIS entries to client-attributed impact, as well as training activity along with submission of such documentation to the Network office, ten (10) days after the end of the previous month.

Average advising hours per case goal is 7 hours with a minimum acceptable average of 5.0 hours per case. This reflects the focus on long-term, impact-potential advising cases.

w. Training Advance Understandings

Centers should hold at least one "large" seminar per year. This term is defined as 50 or more attendees for Centers that primarily service rural communities, and 100 or more attendees for Centers that service primarily urban communities.

The local District Office may jointly sponsor or stage an activity, event, or initiative with the SBDC. Where such an activity, event, or initiative is contemplated in the recipient's accepted proposal and Notice of Award, no separate co-sponsorship agreement is necessary. Conversely, where such an activity, event or initiative falls outside the activities contemplated in recipient's accepted proposal and Notice of Award, a separate co-sponsorship agreement is required. If, however, a third entity will also participate as a sponsor (as opposed to simply a donor) in the activity, event, or initiative, a separate co-sponsorship agreement is required.

x. Financial Conflict of Interest

The Subrecipient is encouraged to follow their own Conflict of Interest (COI) policy and, if so, must certify that its policy is consistent with PHS requirements or any applicable federal agency with COI regulations. Subrecipient must designate herein whether the financial conflicts of interest policy of _____ The University of Texas at San Antonio, or _____ Subrecipient Institution (*check one*) will apply.

If applying its own financial COI policy, by execution of this Subaward Agreement, Subrecipient Institution certifies that its policy complies with 42 C.F.R. Part 50. If Subrecipient designates it will follow the COI policy of UTSA, Subrecipient will be provided with a copy of UTSA's policy and contact information for completing the FCOI disclosure and training requirements. Under these circumstances the subaward agreement will not be fully executed by UTSA until the UTSA FCOI requirements are completed and approved.

Regardless of which policy is applied, all financial conflicts of interest identified by the Subrecipient must be reported to UTSA within thirty (30) days of their identification.

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered: Discussion and action on the approval of a Ground Lease Agreement between El Paso County Community College District and Ysleta Independent School District for the Valle Verde Early College High School.	
Requestor: Tonie Badillo	Area Responsible: Instruction and Workforce Education
Resource Persons: Steven Smith, Tonie Badillo	
Purpose: To obtain approval from El Paso County Community College District Board of Trustees for the Valle Verde Early College High School Ground Lease Agreement between the El Paso County Community College District and the Ysleta Independent School District.	
Explanation: With the guidance of legal counsel and respective stakeholders, the Valle Verde Early College High School Advisory Committee, comprised of representatives from El Paso County Community College District and the Ysleta Independent School District, the Ground Lease ("Lease") is made and entered into by and between El Paso County Community College District ("Lessor"), and Ysleta Independent School District ("Lessee"). The Parties desire to provide for a ground lease between Lessor and Lessee to govern the use and maintenance, among other things, of the improvements, as contemplated by the Interlocal Agreement. The Valle Verde Early College High School is located at 919 Hunter Dr., El Paso, Texas 79915.	
Recommendation: Approval by the Board of Trustees.	

GROUND LEASE

This GROUND LEASE (this "**Lease**") is made and entered into by and between EL PASO COUNTY COMMUNITY COLLEGE DISTRICT ("**Lessor**"), and YSLETA INDEPENDENT SCHOOL DISTRICT ("**Lessee**"), to be effective as of [REDACTED], 2024 (the "**Effective Date**"). Lessor and Lessee may be referred to collectively in this Lease as, the "**Parties**".

1. **Purpose of Lease.** Lessor and Lessee have previously entered into that certain Restated and Amended Interlocal Agreement, dated effective [REDACTED] (the "**Interlocal Agreement**"), by and between the Parties, for the continued operation of the Valle Verde Early College High School ("**VVECHS**"). The VVECHS program is a high school program for students in grades 9 - 12 that provides its students the opportunity to earn a high school diploma and a two-year Associates Degree upon graduation from high school, or at least college hours upon graduation from high school. The campus for the VVECHS program is located on Lessor's Valle Verde Campus (whose address is 919 Hunter Dr., El Paso, TX, 79915) and operates from thirty-two (32) portable classroom buildings, and one (1) storage facility (collectively, the "**Improvements**"). The Parties desire to provide for a ground lease between Lessor and Lessee to govern the use and maintenance, among other things, of the Improvements, as contemplated by the Interlocal Agreement and so that Lessee may, in accordance with the terms of this Lease, construct certain additional improvements upon Lessor's property located at the Valle Verde Campus.

2. **Lease of Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, a portion of land on Lessor's Valle Verde Campus (the "**Land**"), being more particularly described on **Exhibit A** attached hereto and incorporated herein (the Improvements and the Land are collectively referred to as, the "**Premises**"), and the right to access to the Premises through existing roads and streets within Lessor's Valle Verde Campus, as those currently exist or may hereafter be modified by Lessor in its sole discretion.

3. **Term.**

A. **Initial Term.** The Initial Term of this Lease shall be for ten (10) years, commencing on the Effective Date and concluding on [REDACTED], unless terminated sooner in accordance with the provisions of this Lease.

B. **Renewal Terms.** The term of this Lease shall automatically extend for two (2) additional ten (10) year terms (collectively, the "**Renewal Terms**" and individually, a "**Renewal Term**") unless Lessee, at its option, gives notice that it will not renew the Lease by serving written notice thereof upon Lessor at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term; *provided, that* Lessee shall not have defaulted under the terms of this Lease for any Renewal Term to be exercisable. Each Renewal Term shall be on the same terms and conditions contained in the Lease except that Lessor may make any necessary changes to such terms to comply with its internal policies and/or applicable law. Any termination of the Lease at any time shall terminate all rights of renewal or extension hereunder and shall release the Parties from further liability hereunder except for any obligations which by their express terms survive the termination or expiration of this Lease.

4. **Construction of Improvements.** Lessee shall not have the right to construct any improvements upon the Premises except with the prior written consent of Lessor first being obtained (which consent shall not be unreasonably withheld, conditioned or delayed) and then only in accordance with the terms and conditions set forth in this **Section 4** and elsewhere in this Lease. Lessee may repair and maintain the Premises without Lessor's prior written consent as set forth elsewhere in this Lease.

4.1 **Approval of Plans and Specifications.** Prior to commencement of construction for any additional improvements to be located on the Land or construction related to the Improvements, Lessee shall submit to Lessor its substantially final plans and specifications for review and approval (collectively, the "**Plans**"). Within thirty (30) days after receipt of the Plans, Lessor shall either approve the Plans or shall provide comments and revisions to the plans and specifications as Lessor may deem necessary. Lessee shall cooperate in good faith in

making the revisions to the Plans submitted by Lessor. If Lessor shall fail to respond within thirty (30) days after receipt of the Plans, Lessor shall be deemed to have approved the Plans provided that they otherwise comply with applicable law and the terms of this Lease. The same procedure shall be followed by Lessee in the event it requires any changes, structural or otherwise, to any improvements on the Land.

4.2 **Compliance with Applicable Law.** Construction of any additional improvements (including any work performed after any additional improvements have been constructed) and any work performed on the Premises, if allowed under the terms of this Lease, shall be in compliance with, and shall not violate any applicable law, including, without limitation, zoning standards, municipal codes, and regulations of the City of El Paso, Texas, as well as the School Facility Standards established by the Texas Education Agency for K-12 schools, and any other requirements applicable to school districts, as applicable. In addition, Lessee shall comply with all recorded restrictions, covenants, easements, and other documents that may affect or apply to all or any portion of the Premises (collectively, the "***Recorded Documents***").

4.3 **Permits.** Prior to commencement of any construction, Lessee shall all obtain Lessor's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) and all necessary permits from any applicable governmental or other authorities and shall provide copies of the same to Lessor upon request.

4.4 **No Liens.** Construction of any additional improvements shall be performed in a lien-free and a good and workmanlike manner in all respects.

4.5 **Payment of Construction Costs.** Except for site preparation work, which shall be Lessor's obligation, Lessee shall timely pay for all construction costs in any way related to the Improvements or any additional improvements on the Land, and shall, in each case, ensure that no liens, security interests, charges, or other encumbrances of any kind (including without limitation mechanic's or materialmen's liens or claims) are assessed or filed against any portion of the Premises. Should any lines, security interests, charges, or other encumbrances attach at any time to all or any Portion of the Premises, Lessee shall discharge the same within thirty (30) days of attachment. Lessee agrees to procure any construction, surety, performance or similar bonds that Lessor may in its reasonable discretion require in connection with the construction of the Improvements.

4.6 **Inspection by Lessor.** Upon 48 hours' notice, Lessor shall have the right from time to time and at any time to inspect any additional improvements to ensure that any work performed in connection therewith is in compliance with all terms and conditions of this Lease and applicable law.

4.7 **Utility Hook-ups.** Upon the prior written approval of Lessor (which approval shall not be unreasonable withheld, conditioned or delayed), Lessee shall have the right to tie into any existing utility lines available on the Land at its sole cost and expense (which shall include, without limitation, payment of any and all hookup, impact, or other costs, fees, expenses or penalties associated with any such utilities) provided that Lessor shall provide utility lines and stub-outs at the site of the Improvements (to the extent not already provided as of the Effective Date) and any improvements on the Land that have been permitted by this Lease.

4.8 **Time for Construction.** Once commenced, the construction of any additional improvements allowed by Lessor or construction related to any Improvements, shall be diligently pursued by Lessee, at its sole cost and expense, to completion without delay or interruption.

5. **Rent.** Lessee shall pay to Lessor an annual rent of \$10.00 per year during the term of this Lease. All rent shall be paid by Lessee to Lessor in United States currency and shall be paid on or before the date of this Lease and on the same day of each and every year thereafter.

6. **Use of Premises.** The Premises shall be occupied and used by Lessee solely for the VVECHS program and reasonably related uses, and for no other purpose. Lessee, at Lessee's sole cost and expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Lessee's use of the Premises, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental, health and safety, zoning and land use matters, and with any directive or order of any public officer or officers, or any insurance carrier, underwriter's association or similar authority pursuant to law, which impose any duty upon Lessor or Lessee with respect to the use or occupation of the Premises. Lessee and Lessee's agents, employees, contractors and invitees shall faithfully observe and comply with the terms, provisions and requirements of the Recorded Documents.

7. **Taxes.** Lessor and Lessee are both political subdivisions of the State of Texas, and therefore the Premises are exempt from taxes. To the extent any such taxes (whether categorized as ad valorem, real property, personal property, roll back or similar taxes) are due and owing as a result of the Improvements or Lessee's use thereof, Lessee shall be responsible and shall pay before delinquency all such amounts to the applicable authorities.

8. **Utilities and Services.** Per the terms of the Interlocal Agreement, Lessor shall pay for the following utilities necessary for its use of the Improvements: sewer, water, gas and electricity. All other utilities shall be the sole responsibility of Lessee.

9. **Insurance.**

9.1 **Insurance Policies.** Lessee, at its sole cost and expense, shall procure and maintain a policy or policies of insurance covering the full insurable value of the Improvements against any loss or damage (including without limitation by fire or by other risks embraced by "extended coverage") and against civil commotions, riots, vandalism, and malicious mischief. In addition, Lessee shall maintain, during the term of this Lease, policies of fire and extended coverage on all furniture, fixtures, equipment, contents, and other personal property situated in or installed by Lessee on the Premises. Lessee, at its sole cost and expense, shall procure and maintain a policy or policies of commercial general liability covering the occurrence of bodily injury, personal injury, death, and other matters as may be requested by and with dollar limits reasonably required by Lessor. Lessor shall have the right to request that Lessee purchase and maintain additional policies of insurance for Lessor's benefit as it may deem reasonably necessary from time to time during the term of this Lease.

9.2 **Insurance Policy Requirements.** All policies of insurance required to be kept and maintained in full force and effect by Lessee shall be written by insurance companies authorized to conduct business in the State of Texas. A Certificate of Insurance shall be delivered to Lessor on or before the Effective Date. The Certificate of Insurance shall contain a statement of the coverage provided by the policy, a statement of the period during which the policy is in effect, and an agreement by the insurance company issuing such policy that the policy shall not be cancelled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor. All insurance policies hereunder shall name Lessor as an additional insured and/or loss payee, as applicable.

9.3 **Mutual Waiver of Subrogation Rights.** Lessor and Lessee and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Improvements or in connection with activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

10. **Maintenance, Repair and Renovation of Premises.** Except for reasonable wear and tear and insured casualty, Lessee shall at all times keep the Premises, the Improvements, and all other appurtenances, alterations, and improvements thereon in good order, condition and repair and in a clean, orderly, sanitary and safe condition, including, but not limited to, doing such things as necessary to cause the Premises, Improvements and any appurtenances, alterations, or improvements thereon to comply with applicable laws, rules, regulations and orders of governmental and public bodies and agencies. If replacement of equipment, fixtures, and/or appurtenances are necessary in Lessor's reasonable opinion, then, Lessee shall at its sole cost and expense, replace the same with equipment, fixtures and appurtenances of equal or better quality, and shall repair all damages caused by such replacement. Without limiting the generality of the foregoing, it is expressly agreed by the Parties that Lessor shall have no maintenance, repair or replacement obligations with respect to the Premises, Improvements, or any appurtenances, alterations, or improvements thereon, except for reasonable and customary grounds maintenance of the Premises and custodial services for the Improvements during the times that they are used by Lessor and not Lessee. In the event Lessee fails to repair or replace any portion of the Premises as required hereby in a first class manner (reasonable wear and tear excepted), Lessor shall have the right, but not the obligation, to contract for the repair and/or replacement of the same to bring them into a first class condition and recover such expenditures and costs from Lessee as additional rental within ten (10) days of a billing therefore, plus a 15% fee for Lessor's overhead and administration.

11. **Damage and Destruction.** If any Improvements are hereafter damaged, destroyed or rendered partially unusable for their accustomed use by fire or other casualty, to the extent of less than fifty percent (50%) of the total Improvements, Lessee shall have the option to immediately terminate this Lease, or to repair, reconstruct, and/or renovate the same if it is capable of being performed within 270 days or such longer period as Lessor may agree to (such agreement shall not be unreasonably withheld, conditioned or delayed). If the Improvements are damaged, destroyed or rendered unusable for their accustomed use by fire or other casualty to the extent of more than fifty percent (50%), either Lessor or Lessee shall have the right to immediately terminate this Lease. In the event either party intends to terminate pursuant to the provisions of this Section 11, such termination shall be in writing and shall be effective upon written notice to the other Party.

12. **Condition of Premises.** Lessee's acceptance of occupancy from Lessor hereunder shall constitute acknowledgment by Lessee that Lessee has inspected the Premises and the Improvements and that same are suitable for Lessee's intended use. **LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR IS MAKING NO WARRANTIES EXPRESSED OR IMPLIED, AS TO THE SUITABILITY OF THE PREMISES FOR ANY PARTICULAR USE OR THE CONDITION OF ANY PORTION THEREOF. LESSEE ACCEPTS THE PREMISES "AS IS, WHERE IS AND WITH ALL FAULTS". LESSEE WAIVES ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR LESSEE'S INTENDED USE OR PURPOSES. THIS SECTION 12 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.**

13. **Defaults; Remedies.**

13.1 **Lessee Defaults.** The following shall be considered for all purposes to be defaults under and breaches of this Lease by Lessee: (a) any failure of Lessee to pay any rent or other amount when due in accordance with the terms and provisions of this Lease within ten (10) days; or (b) failure by Lessee to obtain and maintain insurance in the form and in amounts required by this Lease; (c) any failure by Lessee to perform or observe any other of the terms, provisions, conditions and covenants of this Lease for more than thirty (30) days after written notice of such failure; provided, however, that, in the event such failure cannot be reasonably cured within such 30-day period, Lessee shall have such additional time (not to exceed (90) calendar days from the original notice) reasonably required to cure such default so long as cure efforts are commenced during such 30-day period and reasonable diligence is thereafter taken to complete such cure efforts; (d) Lessor's reasonable determination that Lessee has submitted any materially false report required to be furnished hereunder; or (e) the Premises are

occupied by any person or entity other than expressly permitted under this Lease and such person or entity is not removed at Lessee's sole cost and expense within thirty (30) days after written notice thereof.

13.2 **Lessor's Remedies.** In the event of an uncured default by Lessee, Lessor shall have the following remedies in addition to any other remedies that may be available to Lessor at law or in equity: (i) to perform the obligation of Lessee and to be reimbursed by the defaulting party for the reasonable cost thereof, and/or (ii) to terminate the Lease effective as of June 30 of any year (the end of a school year for Lessee). In the event this Lease expires or is earlier terminated, the provisions of Section 15 shall apply.

13.3 **Lessor's Defaults.** Lessor shall in no event be charged with default in any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice to Lessor by Lessee specifically describing such failure. All obligations of Lessor hereunder shall be construed as covenants, not conditions and Lessee may not terminate this Lease for breach of Lessor's obligations hereunder. All obligations of Lessor under this Lease will be binding upon Lessor only during the period of its ownership of the Premises and not thereafter. The term "Lessor" in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Lessor thereafter accruing, but such obligations shall be binding during the term of the Lease upon each new owner for the duration of such owner's ownership. Any liability of Lessor under this Lease shall be limited solely to its interest in the Premises, and in no event shall any personal or entity liability be asserted against Lessor in connection with this Lease nor shall any recourse be had to any other property or assets of Lessor.

14. **Termination of Lease.** Either Lessor or Lessee shall have the right, for any reason or no reason, to terminate this Lease effective as of June 30th of any year (the end of Lessee's school year) by giving at least 180 days' written notice of termination, unless Lessor and Lessee agree to a shorter notice. In the event of a termination: (i) the provisions of Section 15 shall apply; and (ii) the Lease shall terminate as of the effective date of the termination and neither Party shall have any further liability to the other under this Lease except for any obligations which by their express terms survive the termination or expiration of this Lease.

15. **Conveyance of Title to Improvements; Obligation to Restore Land.**

15.1 **Conveyance of Improvements by Lessee.** In the event the Lease is terminated after the second anniversary of the Effective Date, or, in the event this Lease expires by its own terms, then, in either such case, Lessor shall have the option, but not the obligation, to request that Lessee convey the Improvements to Lessor subject to any encumbrances or liens that may exist against the Improvements which encumbrances and liens Lessor shall assume. Lessee hereby waives any requirement that any amounts be payable in connection with such conveyance. In the event that Lessor requests the conveyance of the Improvements as described in this Section 15, Lessee shall promptly execute and deliver to Lessor any and all agreements, bills of conveyance, deeds, or other documents that Lessor may reasonably request in connection with such conveyance.

15.2 **Requirement to Restore Land.** In the event Lessee terminates the Lease prior to expiration, or in the event this Lease expires by its own terms, then, in either such case, in lieu of requiring Lessee to convey to Lessor the Improvements under Section 15.1 above, Lessor may, upon written notice to Lessee, require Lessee to demolish and remove the Improvements and return and restore the Land to Lessor in the same condition as it was in prior to the construction of the Improvements, including, without limitation, proper full subsurface removal of footings, foundations and concrete. Any personal property, equipment or other improvements which are not removed prior to the termination of this Lease shall become the property of Lessor, at Lessor's option. For the avoidance of doubt, if the Lease is terminated prior to the second anniversary of the Effective Date, Lessee shall comply with the demolition and removal obligations contained in this Section 15.2 unless the Parties mutually agree otherwise.

16. **Right of Entry.** During any apparent emergency, Lessor or its agents may enter the Premises without liability therefor and without in any manner affecting Lessee's obligations under this Lease. Nothing herein contained, however, shall be deemed to impose upon Lessor any obligation, responsibility or liability whatsoever, for any care, maintenance or repair except as otherwise herein expressly provided.

17. **Assignment and Subletting.** Lessee shall not assign this Lease or any interest therein, or sublet any portion of the Premises whether voluntarily, or by operation of law, or otherwise, without the prior written consent of Lessor which consent shall not be unreasonably withheld, conditioned or delayed. Any unauthorized assignment, sublease, or sublet arrangement shall be void *ab initio*.

18. **Delay.** No delay or omission in the exercise of any right or remedy of Lessor or Lessee on any default by the other party shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of Lessor, shall constitute an acceptance of the surrender of the Premises by Lessee before the expiration of the term. Unless otherwise provided herein, only a notice from Lessor to Lessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. Lessor's consent to or approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent act by Lessee. Any waiver by Lessor or Lessee of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

19. **ADA Compliance.** WITHOUT LIMITING THE GENERALITY OF ANY OF LESSEE'S OTHER OBLIGATIONS TO COMPLY WITH APPLICABLE LAW AS CONTAINED IN THIS LEASE, LESSEE HEREBY EXPRESSLY AGREES TO ASSUME SOLE RESPONSIBILITY FOR CONFORMING THE PREMISES AND ITS ACCOMMODATIONS, FACILITIES AND SERVICES TO THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT, AS AMENDED, AND RELATED STATE AND LOCAL LAWS (COLLECTIVELY THE "**ADA**"), AND FURTHER COVENANTS NOT TO DISCRIMINATE AGAINST DISABLED PERSONS ON THE BASIS OF DISABILITY IN THE FULL AND EQUAL EMPLOYMENT OF GOODS, SERVICES, FACILITIES, PRIVILEGES, ADVANTAGES OR ACCOMMODATIONS. LESSEE'S OBLIGATIONS TO COMPLY WITH ADA SHALL NOT BE IN LIEU OF, NOR DIMINISH, LESSOR'S OBLIGATIONS UNDER ADA.

20. **Environmental Issues.**

20.1 **No Hazardous Materials.** Except with respect to Lessee's regular course of conduct as a public education institution and in full compliance with applicable law, Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors or invitees without the prior written consent of Lessor which consent shall not be unreasonable withheld, condition or delayed. Any such Hazardous Materials allowed by this Section 20.1, or by Lessor, will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises.

20.2 **Hazardous Material.** As used herein, the term "Hazardous Material" means any pollutant, toxic substance, regulated substance, hazardous waste, hazardous material, hazardous substance, oil, hydrocarbon, asbestos or similar item as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Safe Drinking Water Act, as amended, the Federal Water Pollution Control Act, as amended, the Texas Water Code, as amended, the Texas Solid Waste Disposal Act, as amended, or any other federal, state or local environmental or health and safety related, constitutional provisions, law, regulation, ordinance, rule, or bylaw,

whether existing as of the date hereof, previously enforced or subsequently enacted (collectively the "*Environmental Laws*").

20.3 **Notice of Certain Events and Curative Actions.** Lessee shall promptly, but in any event within five (5) days therefore, advise Lessor in writing of (a) any governmental or regulatory actions instituted or, to Lessee's actual knowledge, threatened under any Environmental Law affecting Lessee or the Premises, (b) all claims made or threatened by any third party against Lessee or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials, (c) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises to be classified in a manner which may support a claim under any Environmental Law, and (d) the discovery of any occurrence or condition on the Premises or any real property adjoining or in the vicinity of the Premises which could subject Lessee, the Premises to any restrictions in ownership, occupancy, transferability or use of the Premises under any Environmental Law. If Lessee fails to timely take curative action and upon five (5) day advance written notice from Lessor and opportunity to cure, Lessor may elect to join and participate in any settlements, remedial actions, legal proceedings or other actions initiated in connection with any claims under any Environmental Law and to have its reasonable attorney's fees paid by Lessee. At its sole cost and expense, Lessee agrees when applicable or upon request of Lessor to promptly and completely cure and remedy every violation of an Environmental Law caused by Lessee, its agents, employees, contractors or invitees. The obligations of Lessee under Section 20 shall survive the expiration or earlier termination of this Lease.

21. **Allocation of Risk.** This Lease is not intended to alter or reallocate any defense or immunity properly authorized by law, or to create or transfer any liability arising under the law. Lessor and Lessee shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Lease, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. Lessor and Lessee expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law. This Lease does not constitute a consent to suit.

22. **Mediation.** In the event of any dispute, difference, or disagreement relating to this Lease or any matters contemplated hereby that cannot be resolved by negotiation, the Parties agree they will mediate such disputes within thirty (30) days after the Parties have reached an impasse. Notwithstanding any other provision to the contrary, either Lessor or Lessee shall have the right to request mediation on any issue even if there is no impasse. Any party seeking to initiate mediation shall give written notice to the other party, describing the nature of the dispute and the request for mediation. In the event the mediation is unsuccessful, the Parties shall have the right to pursue any other remedy allowed under this Lease or at law.

23. **Subordination and Attornment.** Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing on the Premises, and to any renewals and extensions thereof; but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Lease. Lessor is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust, or other lien hereafter placed on the Premises, and Lessee agrees within ten (10) days to execute such instruments subordinating this Lease to any such future mortgage, deed of trust or other lien and provide such further reasonable assurances as Lessor or such mortgagee may request, provided this Lease shall be recognized by the mortgagee, and that the rights of Lessee shall remain in full force and effect during the term of this Lease so long as Lessee shall continue to perform all of the covenants and conditions of this Lease. Lessee covenants and agrees that upon foreclosure of any deed of trust, mortgage or other instrument of security and the sale of the Premises pursuant to any such document, to attorn to any purchaser at such a sale and to recognize such purchaser as Lessor under this Lease. The agreement of Lessee to attorn to any purchaser pursuant to such a foreclosure sale or trustee's sale in the preceding sentence shall survive any such sale.

24. **Parking and Use of Common Area and Facilities.** All parking areas, access roads and facilities connected to or adjacent to the Premises (but not comprising part of the Premises), including, without limitation, parking areas, driveways, sidewalks, landscaped areas, retaining walls, fences and rock walls, lighting facilities, and other areas and improvements located on Premises are acknowledged to be exclusively owned and controlled by Lessor and Lessee shall not have the right to alter or change the parking areas, parking configuration, driveways, passageways, curb cuts, entrances and exits, sidewalks and landscape areas without obtaining Lessor's prior written consent which may be granted or withheld in Lessor's sole discretion. Any such areas or "common areas" may be removed, added to, reconstructed, or otherwise altered in any way and from time to time in Lessor's sole discretion provided such alternations do not unreasonably interfere with Lessee's use and enjoyment of the Premises.

25. **Miscellaneous.**

25.1 **Legal Construction.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. References to a "Section" or "Sections" shall mean sections of this Lease unless the context otherwise requires. As used herein "additional improvements" shall mean any and all improvements on the Land that are not in existence as of the Effective Date and that are or have been permitted by the terms of this Lease. In addition, to the extent any "additional improvements" are approved and constructed in accordance with the terms of this Lease, such "additional improvements" shall be automatically added to the definition of Improvements.

25.2 **Amendment.** No amendment, modification or alteration of the terms hereof or consent required hereunder shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the Parties.

25.3 **Attorney's Fees.** In the event either party employs attorneys to protect or enforce its rights hereunder and prevails, the defaulting party shall pay to the prevailing party reasonable attorney's fees, court costs and other litigation expenses to the extent permitted by law. This provision shall not apply to mediation.

25.4 **Entire Agreement.** There are no representations, covenants, warranties, promises, agreements, conditions or undertaking oral or written, between Lessor and Lessee other than herein set forth.

25.5 **Notices and Addresses.** All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

<u>Lessor</u>	<u>Lessee</u>
El Paso Community College District Office of the President P. O. Box 20500 El Paso, TX 79998	Ysleta Independent School District 9600 Sims Dr. El Paso, TX 79925 Attn: Superintendent of Schools

25.6 **Application of Law.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in El Paso County, Texas.

(Signature pages follow.)

IN WITNESS WHEREOF, the undersigned Lessee and Lessor have caused this Lease to be duly executed and delivered as of the Effective Date written above.

LESSOR:

EL PASO COMMUNITY COLLEGE DISTRICT

By: _____
Name: William Serrata, Ph.D.
Title: President

APPROVED AS TO CONTENT AND FORM:

By: _____
Name: _____
Title: EPCC General Counsel

LESSEE:

YSLETA INDEPENDENT SCHOOL DISTRICT

By: Cruz A. Ochoa Jr.
Name: Cruz A. Ochoa
Title: President-Board of Trustees

APPROVED AS TO CONTENT AND FORM:

By: 
Name: Priscilla de Mata
Title: YISD Chief Counsel

Exhibit A

A portion of Lot 1, Block 1, EL PASO COMMUNITY COLLEGE VALLE VERDE CAMPUS, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Clerk's File No. 20120077859, Real Property Records of El Paso County, Texas, such portion being shown in red outline in the drawing below:



NORTHEAST CORNER OF TRACT 1C3B4, BLOCK 5. ASCARATE GRANT

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered: Discussion and action on the approval of the restated and amended Valle Verde Early College High School Interlocal Agreement.	
Requestor: Tonie Badillo	Area Responsible: Instruction and Workforce Education
Resource Persons: Steven Smith, Tonie Badillo	
Purpose:	To obtain approval from the El Paso County Community College District Board of Trustees for the restated and amended Valle Verde Early College Interlocal Agreement between the El Paso County Community College (EPCC) District and the Ysleta Independent School District (YISD).
Explanation:	With the guidance of legal counsel and respective stakeholders, the Valle Verde Early College Advisory Committee, comprised of representatives from El Paso County Community College District and the Ysleta Independent School District, has revised its existing Interlocal Agreement for the Valle Verde Early College High School. The agreement states the responsibilities of each entity in sustaining the schools. The agreement is also required from the TEA to grant Early College High School designation. The Valle Verde Early College High School is at 919 Hunter Dr., El Paso, Texas, 79915.
Recommendation:	Approval by the Board of Trustees.



**Restated and Amended
Interlocal Agreement
between El Paso County Community College District
and Ysleta Independent School District
for the Operation of Valle Verde Early College High School**

YISD Contract #20080385
Amendment #6



This Restated and Amended Interlocal Agreement (the "Agreement") is made and entered into between El Paso County Community College District (EPCC) and Ysleta Independent School District (YISD) (collectively, the "Parties") for the purpose of continuing to operate and maintain Valle Verde Early College High School (VVECHS), effective as of this _____ day of _____ 2024.

1. Recitals

WHEREAS, EPCC and YISD desire to continue an early college high school so that students will have the opportunity to earn a high school diploma and an associate degree upon graduation from the early college high school; and

WHEREAS, EPCC and YISD intend to enroll students in grades nine (9) through twelve (12) in VVECHS and to provide the financial support necessary; and

WHEREAS, VVECHS is located on the Valle Verde Campus of EPCC, 919 Hunter Dr., El Paso, TX, 79915 in the YISD with no more than five hundred (500) students; and

WHEREAS, the goals are to reduce dropout rates, attract and better prepare students for higher education, assure students of the support necessary to be successful in college, and provide YISD students a seamless transition between high school and college; and

WHEREAS, EPCC and YISD are authorized to enter into Agreement pursuant to Section 791.001, Texas Government Code; and

WHEREAS, this Agreement will provide efficiencies and cost savings to EPCC and YISD and will benefit the students and taxpayers of EPCC and YISD.

NOW, THEREFORE, for and in consideration of the recitals, agreements, and covenants set forth herein, the Parties hereby agree as follows:

2. Mission Statement

VVECHS will provide a select population of students, in accordance with the Texas Education Agency's designation guidelines a unique educational opportunity to attend both high school and college in a special campus environment that will challenge them to excel in their academic and personal endeavors, as well as motivate students to be productive problem-solving members of society by having the opportunity to earn a high school diploma and an associate degree from EPCC upon high school graduation.

3. Term

The term of this Agreement is for five (5) years commencing on July 1, 2024, and concluding on June 30, 2029, unless terminated earlier pursuant to paragraph 20 hereof.

4. Definitions

A. College Courses for Dual Credit are those courses for which students receive both high school and College credit and are taught in a variety of delivery modes:

- (i) At VVECHS by a YISD teacher credentialed by EPCC;
- (ii) At the College campus taught by an EPCC faculty member;

- (iii) Through a distance learning course taught by an EPCC faculty member.

B. College Courses for College Credit are those courses for which students receive College credit only. These courses do not have a high school equivalent and therefore cannot be offered for high school credit or dual credit. These courses are taught by an EPCC faculty member at the College campus, or through a distance education class.

C. Early College High School (ECHS) Sections refer to College courses for dual credit in a high school that are designated for Early College High School students only who have satisfactorily met the prerequisite Texas Success Initiative Assessment (TSIA2) scores for that course, if appropriate.

5. Academic Plan

An academic plan developed by EPCC and YISD that enables each student to earn a high school diploma and an associate degree. High school and College credit will be earned through College courses for dual credit. VVECHS will administer all applicable statewide assessments instruments under Subchapter B, Chapter 39 of the Texas Education Code. Both high school and College credit will be transcribed immediately upon a student's completion of the course.

- A. College Curriculum.** EPCC will have full control over faculty assignments, faculty credentials, and faculty evaluations for all dual credit sections as it pertains to College courses. EPCC will have full control over the College curriculum, College syllabi, and College textbook selection. VVECHS teachers will comply with any Student Learning Outcomes and Core Curriculum assessments and interventions as required by the College disciplines. EPCC will not provide classes that only meet the high school requirements.
- B. Grading Periods and Policies.** VVECHS students will adhere to the grading periods and policies of EPCC for dual credit and College credit courses, but will adhere to the grading periods and policies of YISD, as well as the district calendar, for high school credit courses.
- C. Courses of Study.** VVECHS will primarily provide courses of study that meet the requirements of an associate degree and the Distinguished Level of Achievement diploma in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Students will also have the opportunity to earn an embedded certificate of completion.
- D. Curriculum Alignment.** A curriculum crosswalk, similar to the form set forth below in Appendix A, will be used for the purpose of granting each student the opportunity to earn a high school diploma and an associate within four years. The curriculum alignment will be reviewed on an annual basis by the VVECHS Advisory Committee (composed of EPCC and YISD personnel) and updates will be documented in the annual Texas Education Agency ("TEA") Early College High School ("ECHS") designation renewal application.
- E. Instructional Materials.** Textbooks for VVECHS students will be provided by the YISD. All other instructional materials for College credit courses and research activities will be provided jointly by EPCC and YISD at no charge to the students. In all cases, YISD will provide those such items typically required for purchase by students. College courses for dual credit taught on the high school campus will require dual credit faculty with EPCC approved credentials to teach the College courses and to handle the appropriate lab equipment at the high school campus. For College Courses for dual credit, YISD will be responsible for all instructional items. For College credit courses only, EPCC will provide supplies/consumables typically

provided as part of the curriculum.

- F. Instructional Calendar.** VVECHS students will follow the instructional calendar for both EPCC and YISD as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the YISD Instructional Calendar. Students enrolled in College courses for dual credit or College credit courses will attend classes on days outlined in the EPCC Instructional Calendar.
- G. Student Enrollment and Attendance Policies.** VVECHS students are required to meet YISD attendance requirements for all dual credit and high school courses and the EPCC attendance requirements for all College credit courses taught by an EPCC credentialed instructor.

6. General Roles and Responsibilities

A. EPCC. EPCC will be responsible for:

- (i) Admitting qualified students into EPCC;
- (ii) Providing the appropriate classrooms, facilities, tools and equipment for College credit courses at the EPCC campus appropriate for each identified Program of Study;
- (iii) Hiring and supervising EPCC faculty and staff;
- (iv) Providing professional development opportunities for VVECHS instructors credentialed by EPCC;
- (v) Providing College courses as appropriate and;
- (vi) Transcribing College credit immediately upon a student's completion of the course.

B. YISD. YISD will be responsible for:

- (i) Recruiting students;
- (ii) Providing and maintaining the appropriate classrooms, facilities, tools, and equipment;
- (iii) Hiring and supervising VVECHS faculty and staff;
- (iii) Developing and delivering the high school curriculum; and
- (iv) Operating and maintaining the VVECHS facilities, except as otherwise provided in Section 7.C. below.

C. JOINT RESPONSIBILITIES. EPCC and YISD will be responsible for:

- (i) Aligning the high school and College courses;
- (ii) Sharing in the scheduling of College courses for VVECHS;
- (iii) Advising students throughout their collegiate academic experience; and
- (iv) Providing joint professional development opportunities.
- (v) Certifying to the Texas Education Agency and the Texas Higher Education Coordinating Board, no fewer than once per calendar year, the eligibility of all students for which it receives notice of FAST eligibility from such student's school district, of that student's eligibility for the FAST Program.

7. Use of Facilities

- A. Buildings and Site.** YISD houses the Early College High School covered by this Agreement at the following site:

- (i) Valle Verde Early College High School, EPCC – Valle Verde Campus
919 Hunter Drive
El Paso, TX, 79915

EPCC will continue providing a site for the VVECHS on the Valle Verde Campus. YISD will continue to maintain the portable buildings on the site set aside by EPCC at YISD's expense and will install the buildings for use as VVECHS classrooms. YISD shall make improvements and additions on the portable buildings as may be reasonably necessary for the use of the VVECHS Program. The portable buildings shall remain the property of YISD during the term of the VVECHS Program. The Parties agree that the portable buildings moved to the site by YISD have only nominal value based on their use since the commencement of the Original Interlocal Agreement. Accordingly, if this Agreement is terminated, the buildings will be left on the EPCC campus and there will be no need for EPCC to reimburse YISD for any amounts for the value of the buildings.

- B. Use of Facilities.** YISD shall use the facilities solely for VVECHS, and other school-related functions, and for no other purpose, without the prior written consent of EPCC.
- C. Maintenance.** EPCC shall provide grounds and stucco maintenance at its cost. YISD shall provide maintenance of all of the buildings at YISD's cost. YISD will also provide custodial staff to clean and maintain the buildings.
- D. Utilities.** EPCC shall provide and pay for all utilities used by the VVECHS including electricity, water, sewer, and gas. YISD shall provide and pay for all communications facilities including telephone, email, internet, and computer networks.
- E. Insurance.** YISD shall insure the portable buildings under its property insurance policies against all casualty loss and name EPCC as an additional insured. YISD may not cancel or materially amend the insurance for any reason unless EPCC is given forty-five (45) days prior written notice. In the event of casualty loss of all or any part of the buildings, YISD shall be responsible for rebuilding or repair caused by the casualty loss.
- F. Ground Lease.** In consideration of the foregoing, EPCC and YISD shall agree to enter into a ground lease agreement in substantially the form as set forth on [Exhibit A] attached hereto (the "Ground Lease"), whereby EPCC, as landlord thereunder, agrees to lease to YISD certain real estate and improvements in their "as-is, where-is and with all faults" condition, and upon further terms and conditions as more particularly described therein. It is intended that, once executed, the Ground Lease will evidence the parties' agreement with respect to the ground lease transaction contemplated by this section.
- G. Safety and Health.** In case of a health emergency at VVECHS, the YISD Emergency Operations Plan will be followed. If the health emergency occurs on the EPCC campus, the Early College High School emergency plan will be followed. EPCC police will be the first responder but will not be responsible for providing other than life saving health care for any Early College High School student. It is YISD's responsibility to ensure that VVECHS nursing staff hold the necessary credentials.

8. Staffing.

All VVECHS staff shall be exclusive employees of YISD ("YISD Staff"). There will be no joint employment relationship between EPCC and YISD of any YISD staff. YISD shall exclusively pay all salaries and provide benefits to all YISD Staff. Except as otherwise provided herein, EPCC shall have no responsibility to control, discipline, hire, terminate, compensate, or provide benefits to any of the YISD Staff.

Credentials of prospective ECHS teachers who will teach College courses for dual credit will be pre-screened by the appropriate EPCC administrator. EPCC discipline faculty will be invited to serve on ECHS teacher hiring committees. For those areas in which dual credit classes will be offered, YISD will hire teachers who can meet EPCC credentialing requirements.

VVECHS will have the following personnel:

- Principal
- Assistant Principal
- Counselor
- Nineteen Teachers
- Nurse
- Four Clerks (Principal's Secretary, Registrar, Attendance, and Budget)
- Security Guard
- Two Custodial Staff
- Technician
- Community in Schools Coordinator

Maximum enrollment for VVECHS is 500 students. The staffing will comply with EPCC's Enrollment Optimum but strive for a limit of twenty-five (25) students per class.

The appropriate VVECHS/EPCC Dean will serve on the hiring committees for VVECHS administrative positions.

The VVECHS Counselors will be responsible for overseeing every VVECHS student's degree plan requirements once a plan has been approved by the EPCC counselor.

EPCC discipline faculty will serve on the VVECHS teacher-hiring committees. For those areas in which onsite dual credit classes will be offered, VVECHS will hire teachers who can meet EPCC credentialing requirements. College courses for dual credit can only be taught by qualified instructors credentialed by EPCC. All applicants must follow and meet YISD hiring procedures and requirements.

9. Student Services

- A. Student Services Provided by YISD.** Except as expressly set forth herein, YISD shall provide student services for the students in VVECHS, including: health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials, and all College textbooks (see Section 5.E.). By July 1 of each year, YISD will submit all graduated seniors' final high school transcripts, with the official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.
- B. Student Services Provided by EPCC.** In addition to on-site resources provided by YISD at VVECHS, VVECHS students will be issued an EPCC ID by the end of the first semester of their

freshman year and will have open access to EPCC's online library databases, materials, and resources. VVECHS students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide the designated VVECHS Librarian with appropriate log-ins access to EPCC Library resources. EPCC Librarians will provide training to designated VVECHS Librarian(s) on available EPCC resources. VVECHS students will have access to all EPCC student services and privileges, including participation in student government and student clubs. Upon mutual agreement, EPCC will conduct enrollment registration for all qualified students who have met all requirements and have requested enrollment in College courses for dual credit and College credit courses.

- C. Codes of Conduct.** VVECHS students will adhere to all the requirements of the YISD Code of Conduct and state law applicable to public school students. Students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between the YISD Code of Conduct and the EPCC Code of Conduct, the YISD Student Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be used. Students enrolled in a course for Dual Credit who are placed in an alternative school will be withdrawn from the course but may be allowed to remain in the Early College program upon returning to the high school campus.
- D. Transportation.** Transportation is at the sole discretion of YISD and not the responsibility of EPCC. YISD will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring, and summer terms that occur during regular high school hours. YISD will provide round-trip transportation for students from VVECHS to EPCC campuses for official school activities, such as daily classes in an approved schedule.

10. Professional Development of Staff

YISD shall be responsible for professional development of all full-time and part-time staff assigned to VVECHS, including staff development aimed at working with technology and at-risk students. VVECHS faculty, at YISD's cost, will participate in the professional development activities of EPCC, and the agency designated by the Texas Education Agency (TEA) to provide Early College High School leadership coaching and technical assistance.

11. Enrollment in College Courses

- A. Placement Exams.** As a prerequisite to enrollment in College courses, each student shall apply for and be admitted to EPCC and shall successfully complete appropriate placement exams, where required. EPCC shall provide materials, support and guidance to assist students in the application process and taking of placement exams. Students with disabilities needing accommodations will contact the EPCC Center for Students with Disabilities (CSD) to arrange a meeting with a CSD Counselor. The placement exam will be administered at the high school that complies with EPCC's CSD-approved accommodations.
- B. Prerequisites.** VVECHS students must meet the prerequisite for any College course for which they register; no waivers for such prerequisites will be granted. A course designated as dual credit may not be open to students who have not yet met the prerequisite for such course; students who have not met the prerequisite cannot be in attendance in the same classroom. VVECHS students will be enrolled in ECHS sections for core dual credit classes.

- C. Business Holds.** VVECHS students will be enrolled in EPCC courses upon the timely receipt of all the pre-registration/advising documentation by the EPCC Admissions and Registration DC/ECHS Specialist. If a VVECHS student has a hold preventing registration such as, but not limited to, “business hold or required documentation,” the student will not be enrolled in the class and a notation will be made to the roster and returned back to the designated individual at VVECHS. VVECHS administration (Principal, Assistant Principal, or Counselor) will be notified and will be responsible for assisting the student in clearing the hold. Once the hold has been removed, the VVECHS designee must add the student once more to the enrollment roster requesting enrollment once again.
- D. Degree Plans.** VVECHS students will only take College courses for dual credit or College credit courses towards their EPCC degree plan or the degree plan of the transferring institution they have selected, whether such classes are taught at VVECHS or at the EPCC campus. VVECHS students will be advised on the transferability of all College credit offered and earned.
- E. State Assessment Testing.** The VVECHS Principal will be responsible for informing the designated EPCC Dean of mandatory assessment testing dates. VVECHS students will be responsible for informing EPCC instructors of dates for all mandatory assessment testing and ensuring that missed work is completed.
- F. High School Graduation.** Upon high school graduation, VVECHS students who have not yet graduated with an associate degree may continue to pursue their degree plan at EPCC, but they will assume all financial responsibility.
- G. College Graduation.** After VVECHS students graduate with their associate degree, they may continue to take College courses at EPCC, but they will assume all financial responsibility.
- H. EPCC Dual Credit Policy and Procedures.** In all cases, College courses for dual credit courses will adhere to EPCC’s College Procedure GH-2 “High School Dual Credit Program Requirements.”
- I. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973.** To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, EPCC and YISD agree to take any steps necessary to comply with the provisions of these laws. Coordination of services under the Agreement, enrollment of students and any necessary accommodations will be managed by the EPCC Center for Students with Disabilities (CSD). Appropriate accommodations will be determined by an EPCC CSD Counselor based upon individual needs and requirements of the required program of study. Accommodations will be provided by YISD. Accommodations for special education students enrolled in dual credit and College courses must adhere to EPCC’s accommodations policy.

12. Fees, Tuition, and Instructional Materials for College Courses

EPCC shall waive tuition and fees for College credit courses for VVECHS students enrolled in such courses. The exception is for any Open Education Resource (OER) fees if the student is enrolled in a section using OER materials rather than a traditional textbook (see also Section 5E, above). In these cases, YISD is responsible for the OER fee. YISD is also responsible for the First Day Adoption (FDAY) fee for those courses that offer this option and for which students have not opted out. YISD will fund placement testing

fees. Other fees may apply, as outlined in the most recent Dual Credit Partnership Agreement approved and signed by both EPCC and YISD, except to the extent that such agreement provides for or allows fees of any nature to be assessed against students enrolled in a dual credit course (including, without limitation, three-peat fees, fees for enrollment after the Census Date, and other incurred fees).

13. Recruitment and Selection of Students

To secure the broadest applicant pool possible, VVECHS will recruit 8th grade students no later than the end of the spring semester of each year. YISD will recruit from middle schools throughout the district. A recruitment team comprised of the VVECHS Assistant Principal and on-site VVECHS staff will lead these efforts. The recruiting process will include the following activities:

- A. Maintenance of a VVECHS web site that provides recruitment and admission information with a link to the EPCC homepage; EPCC Library homepage, and the EPCC Dual Credit/ECHS Program homepage;
- B. Distribution of recruitment/admission packets to middle school students in the school district;
- C. Meetings with middle school counselors to introduce and explain the concept of VVECHS as described by TEA and the Early College High School blueprint;
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of VVECHS students;
- E. VVECHS informational meetings for interested students/parents;
- F. Presentation of recruitment and admission information in both English and Spanish;
- G. Any other activities required by the TEA Blueprint.

Recruitment materials will be reviewed by the Advisory Committee to ensure it meets TEA Blueprint and EPCC co-branding guidelines. EPCC Dual Credit Counseling and Administration will participate in parent and information sessions upon request.

Admission to VVECHS will be open to a maximum of 125 students each year. This will be known as a cohort. Criteria for admission to VVECHS will allow 8th grade students to apply each year for the new cohort and enter VVECHS as 9th graders. The majority of the students accepted to VVECHS will be those who are identified as “at risk” according to TEA guidelines, including low-income students and Emergent Bilingual.

In special circumstances, additional 9th graders, who meet the criteria for VVECHS, will be allowed to apply for any available openings in the cohort, as long as they do not exceed the maximum of 125 students. These students will be integrated into the existing cohort.

14. Collecting and Sharing Data

EPCC and YISD agree to collect data associated with VVECHS required for reporting purposes and to share the data with the appropriate agencies as needed for internal purposes for use by either entity. EPCC and YISD Research departments, will be the primary point of contact for all data collection for their respective institutions. In addition, EPCC and YISD agree to share any data required for the successful completion of VVECHS students’ graduation plans. When applicable, EPCC’s Institutional Review Board (IRB) will be consulted when requesting and sharing data or conducting research. When selected, VVECHS will participate in student success, faculty satisfaction surveys, and other local or national surveys administered to EPCC students. EPCC and YISD will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ACT, PSAT; TSIA2 readiness by grade level; qualifications of VVECHS staff; and location(s) where

courses are taught. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: EPCC data; YISD data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; leaver codes and attrition rates, by grade level; and other data relevant to student academic achievement, success, and well-being.

FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EPCC hereby designates YISD as a college official with a legitimate educational interest in the educational records of the students who participate in the Early College High School Program to the extent that access to the records are required by YISD to carry out the Program; and YISD hereby designates EPCC as a school official with a legitimate educational interest in the educational records of the Students who participate in the Early College High School Program to the extent that access to the records are required by EPCC to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

15. Records and Criminal History

Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. EPCC agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, YISD Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs services under this Agreement.

16. Advisory Committee

An Advisory Committee comprised of representatives from EPCC and YISD will meet at least quarterly to facilitate communication, evaluate instructional and programmatic activities, identify issues and challenges, make recommendations, and enhance collaboration. The Advisory Committee shall periodically make reports and presentations to their respective boards and appropriate administrators. Specifically, the Advisory Committee will meet in order to:

- A. Develop and implement academic and professional policy;
- B. Develop and implement budgets and financial policy;
- C. Supervise annual evaluation of the program and effectiveness of the collaboration;
- D. Ensure adherence to state and federal regulations;
- E. Review, annually, the interlocal and/or articulation agreements and to suggest revisions as necessary.

Members of the Advisory Committee will include: EPCC Dual Credit and Early College High Schools (DC/ECHS) Program Associate Director (Student Services), EPCC Executive Director of Admissions & Registrar, EPCC Administrative Liaison, EPCC Dean of DC/ECHS, EPCC ECHS Counseling Coordinator, EPCC Counselor, VVECHS Principal, VVECHS Assistant Principal, VVECHS Counselor, YISD Director of Advanced Academics, EPCC Faculty Liaison, and others as invited to participate.

17. Marketing and Co-branding

VVECHS is a strong and beneficial partnership between EPCC and YISD and will be cobranded accordingly. EPCC and VVECHS logos will appear jointly and prominently on all media/marketing materials, school marquees, verbal and non-verbal messaging and anywhere else the program is visible,

including the school's website. The logos must be of the same size and in high-profile locations. YISD and VVECHS will state "VVECHS is a partnership between EPCC and YISD" when speaking, presenting, or discussing the initiative as well as in all written materials, including but not limited to: news releases, website content, promotional materials, social media or other content. Signage, banners and other displays should prominently demonstrate the partnership and should include EPCC and its logo. Except for written materials on jointly pre-approved Early College High School letterhead, masthead, or digital material posted in a jointly pre-approved format, these materials will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of DC/ECHS. Each party reserves the right to approve major signage, banners and other displays that will be displayed outside the EPCC campus to the general public. EPCC logos, banners, or other identifying material should be displayed in each classroom used to teach VVECHS students. YISD is responsible for ensuring that departments producing, as well as appropriate administrators, faculty, and staff, are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

18. Early College High School Leadership Council

Representatives from the Advisory Committee in addition to EPCC and YISD senior administrators will be members of the Early College High School Leadership Council (ECHSLC). The purpose of the Early College High School Leadership Council is to provide a forum for the discussion of topics and issues of common interest and concern across all El Paso area Early College High Schools. Additionally, when appropriate, the Council will facilitate the coordination of activities and events (such as joint professional development) across the schools. Other members of the Council may include the District Office Liaisons, UTEP Representative, EPCC President, EPCC Vice President of Instruction and Workforce Education and EPCC Vice President of Student and Enrollment Services. It is firmly believed that this management and organizational tool enhances the operation of VVECHS and ensures consistency in operation. This group meets biannually.

19. Liability of EPCC and YISD

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. EPCC and YISD shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Agreement, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. YISD shall bear sole responsibility and liability for any claims by its students arising from acts, omissions, and negligence attributed to YISD. EPCC and YISD expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law.

20. Renewal or Termination

Upon completion of the term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless EPCC or YISD shall give notice of nonrenewal at least ninety (90) days prior to the end of the term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either EPCC or YISD shall have the right to terminate this Agreement with or without cause at any time during the term upon written notice to the other party. In the event of termination during the term of this Agreement, the effective date of termination shall be as of June 30, following the notice. It is the intent of the Parties that no termination shall be made or take effect at any time when the academic school year is in progress to avoid disrupting the academic progress of the students of VVECHS, unless the Parties mutually agree in writing. In the event of termination, VVECHS will continue operation through

the 11th grade cohort's scheduled graduation from VVECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement. While in the process of discontinuing operation, VVECHS may not enroll any additional students in grades that have been phased out; but will continue to meet all the required design elements and provide full support for all students enrolled in the school.

21. Miscellaneous

- A. **Integrated Agreement.** This Agreement constitutes the entire agreement of the Parties respecting the subject matter described herein and supersedes all prior agreements or understandings, whether written or oral.
- B. **Notices.** Any notice authorized or required to be given under this Agreement shall be delivered or sent to the Parties at the following addresses:

El Paso Community College
P.O. Box 20500
El Paso, TX 79998
Attn: President

Ysleta Independent School District
9600 Sims Dr.
El Paso, TX 79925
Attn: Superintendent of Schools

All notices required to be given hereunder shall be in writing, and shall be served in person upon the party to be notified or upon its agent, or shall be mailed by certified or registered mail or deposited with a nationally recognized overnight carrier, postage prepaid, to the address shown on above. Any notice mailed in the manner set forth in this Section shall be deemed received by the party to whom it is addressed when deposited in such manner with the United States Postal Service or said overnight carrier.

- C. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- D. **Governing Law.** This Agreement is to be performed in El Paso County, Texas, and is governed by the Constitution and the laws of the State of Texas. The venue of any suit arising from this Agreement shall be in El Paso County, Texas. The Parties hereby irrevocably submit generally and unconditionally for themselves and in respect of their property to the jurisdiction of any state court, or any United States federal court, sitting in the City El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement.
- E. **Assignment Prohibited.** This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the Parties.
- F. **Alternate Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by the Parties to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.
- G. **Counterparts.** This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.
- H. **Payments.** Any party paying for the performance of governmental functions or services rendered by the other party must make these payments from current revenues available to the paying party.

Signed and approved effective as of the date shown above.

EPCC:
EL PASO COUNTY COMMUNITY COLLEGE
DISTRICT

By: _____
William Serrata, Ph.D., President

Approved as to form:

General Counsel, EPCC

YISD:
YSLETA INDEPENDENT SCHOOL DISTRICT

By: Cruz A. Ochoa Jr.
Cruz A. Ochoa, President-Board of Trustees

Approved as to form:


Priscilla de Mata, General Counsel, YISD

Appendix A

 Ysleta Independent School District - El Paso Community College Valle Verde Early College High School Crosswalk  			
Freshman Year	Credits	EPCC Course	Credits
English I PreAP	1		
Human Geography AP	1		
Biology PreAP	1		
Math PreAP	1		
Foreign Language	1		
Physical Education	1		
Speech Credit	1	SPCH 1321	3
Learning Framework	1	EDUC 1300	3
Total Credits	8		6
Freshman Summer	Credits	EPCC Course	Credits
Creative Arts	1	ARTS 1301 or MUSI 1306	3
Health	0.5		
Total Summer Credits	2	Total Summer Credits	3
Total 9th Grade Credits	10		9
Sophomore Year	Credits	EPCC Course	Credits
English II PreAP	1		
World History AP	1		
Chemistry PreAP	1		
Math PreAP	1		
HS Elective	1		
Foreign Language	1		
Language, Philosophy, Culture	0.5	PHIL 1301, COMM 1307, or PHIL 2306	3
Social Behavioral Science Component	0.5	PSYC 2301, ECON 2301, or SOCI 1301	3
TSI Math	0		
Total Credits	7		6
Sophomore Summer	Credits	EPCC Course	Credits
US Government	1	GOVT 2305	3
TSI Math	0	FOS	3
Total Summer Credits	2		6
Total 10th Grade Credits	9		12
Junior Year	Credits	EPCC Course	Credits
English III DC	1	ENGL 1301/1302	6
US History DC	1	HIST 1301/HIST 1302	6
Environmental Science	1		
Math PreAP	1		
HS Elective	1		
College Field of Study (HS Electives)	1	Field of Study	3
Total Credits	6		15
Junior Summer	Credits	EPCC Course	Credits
Economics	1		
Texas Government	1	GOVT 2306	3
Total Summer Credits	2	Total Summer Credits	3
Total 11th Grade Credits	8		18
Senior Year	Credits	EPCC Course	Credits
English IV AP	1		
Math DC	1	MATH 1314 (Core)/Math 2412 (FOS)	7
Life and Physical Science	1	Life and Physical Science	8
HS Elective	1		
College and Career Readiness Elective	0		
College Field of Study	1 to 2	Field of Study	6
Total 12th Grade Credits	4		21
Total HS Credits	30	Total EPCC Credits	60

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered: Discussion and action on the approval of the YISD P-TECH Academy Interlocal Agreement.	
Requestor: Tonie Badillo	Area Responsible: Instruction and Workforce Education
Resource Persons: Steven Smith, Tonie Badillo	
Purpose: To obtain approval from El Paso County Community College District Board of Trustees for the YISD P-TECH Academy Interlocal Agreement between the El Paso County Community College District and the Ysleta Independent School District.	
Explanation: With the guidance of legal counsel and respective stakeholders, the YISD P-TECH Academy Advisory Committee, comprised of representatives from El Paso County Community College District and the Ysleta Independent School District, has created the Interlocal Agreement for the YISD P-TECH Academy. The agreement states the responsibilities of each entity in sustaining the school. The agreement is also a requirement from the TEA in order to grant P-TECH designation. The YISD P-TECH Academy is located at 301 Midway Dr., El Paso, Texas 79915.	
Recommendation: Approval by the Board of Trustees.	



**Restated and Amended
Interlocal Agreement
between El Paso County Community College District
and Ysleta Independent School District
for the Operation of
Pathways in Technology Early College High School**



This Restated and Amended Interlocal Agreement (the "Agreement") is made and entered into between El Paso County Community College District (EPCC) and Ysleta Independent School District (YISD) (collectively, the "Parties") for the purpose of continuing to operate and maintain a Pathways in Technology Early College High School (P-TECHS or P-TECH Program) at Riverside High School, effective as of this ____ day of _____, 2024.

1. Recitals

WHEREAS, YISD and EPCC desire to continue a P-TECH school authorized by Sections 29.551 – 29.557 of the Texas Education Code;

WHEREAS, the P-TECH model provides students the opportunity to earn a high school diploma and college credit towards an associate degree, postsecondary certificate, or industry certification, as well as authentic work experiences designed to prepare students for positions in their field;

WHEREAS, YISD P-TECH Academy will be located at 301 Midway Drive, El Paso, TX 79915, with no more than two hundred (200) students;

WHEREAS, the Parties intend this Agreement to serve as an Articulation Agreement under Section 29.551 of the Texas Education Code;

WHEREAS, YISD and EPCC are authorized to enter into this Agreement pursuant to Section 791.011, Texas Government Code, and

WHEREAS, this Agreement will provide efficiencies and cost savings to YISD and EPCC and will benefit the students and taxpayers of YISD and EPCC;

NOW, THEREFORE, for and in consideration of the recitals, agreements, and covenants set forth herein, the Parties hereby agree as follows:

2. Mission Statement

The P-TECH will provide a select population of YISD students a unique educational opportunity to attend both high school and college in a special campus environment that will challenge students to excel in their academic and personal endeavors. Students will follow a course of study that will combine high school courses and postsecondary courses to enable students to earn a high school diploma and college course credits towards an associate degree, postsecondary certificate, or industry certification within four years of entering high school. YISD and EPCC will collaborate with private sector partners in industry to develop and provide students relevant work experience and access to work-based training and education. P-TECH will provide participating students flexibility in class scheduling and academic mentoring to achieve these objectives.

3. Term

The term of this Agreement is for five (5) years commencing on August 1, 2024, and concluding on July 31, 2029, unless terminated earlier pursuant to paragraph 19 hereof.

4. Definitions

- A. **College Courses for Dual Credit** are those courses for which students receive both high school and College credit and are taught in a variety of delivery modes:
- (i) At the P-TECH by a YISD teacher credentialed by EPCC;

- (ii) At the College campus taught by an EPCC faculty member;
- (iii) Through a distance learning course taught by an EPCC faculty member.

- B. **College Courses for College Credit** are those courses for which students receive College credit only. These courses do not have a high school equivalent and therefore cannot be offered for high school credit or dual credit. These courses are taught by an EPCC faculty member at the College campus, through a distance education class, or in some circumstances at the YISD P-TECH Academy school campus.
- C. **Programs of Study** refers to a sequence of specific courses leading to an associate degree, two-year postsecondary certificate, or industry certification.
- D. **Degree** means an associate degree, two-year postsecondary certificate, or industry certification from EPCC in a Program of Study.
- E. **P-TECH Sections** are courses for dual credit taught in a high school that are designated for P-TECH students who have satisfactorily met the prerequisite Texas Success Initiative Assessment (TSIA2) scores for that course, if appropriate.

5. Academic Plan

An academic plan developed by YISD and EPCC that enables each student to earn a high school diploma and an associate degree, postsecondary certificate, or industry certification. High School and College credit will be earned through College courses for dual credit. P-TECH will administer all applicable statewide instruments under Subchapter B, Chapter 39 of the Texas Education Code. Both high school and College credit will be transcribed immediately upon a student's completion of the course.

- A. **College Curriculum.** EPCC will have full control over faculty assignments, faculty credentials, and faculty evaluations for all dual credit sections as it pertains to College courses. EPCC will have full control over the College curriculum, College syllabi, and College textbook selection. P-TECH teachers will comply with any EPCC Student Learning Outcomes and Core Curriculum assessments and interventions as required by the College disciplines. EPCC will not provide classes that only meet high school requirements.
- B. **Grading Periods and Policies.** P-TECH students will adhere to the grading periods and policies of EPCC for dual credit and College credit courses, but will adhere to the grading periods and policies of YISD, as well as the district calendar, for high school credit courses.
- C. **Courses of Study.** P-TECH will primarily provide courses of study that meet the requirements of an associate degree, postsecondary certificate, or industry certification and the Distinguished Level of Achievement diploma in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Students will also have the opportunity to earn an embedded certificate of completion. Enrollment into high demand or clinical courses may be contingent upon availability.
- D. **Curriculum Alignment.** A curriculum crosswalk, similar to the form set forth below in Appendix A, will be developed for the purpose of granting each student the opportunity to earn a high school diploma and college course credit towards an associate degree, two-year postsecondary certificate, or industry certification in the Program of Study within four years of first entering high school. The curriculum alignment will be reviewed annually by the P-TECH Advisory Committee, and updates will be documented in the annual Texas Education Agency (TEA) P-TECH re-designation Application.
- E. **Instructional Materials.** Textbooks for P-TECH students will be provided by YISD. All other instructional materials for College credit courses and research activities will be provided jointly by YISD and EPCC at no charge to the students. In all cases, YISD will provide those items typically required for purchase by students. College courses for dual credit taught on the high school campus will require dual credit faculty with EPCC approved credentials to teach the College courses and to handle the appropriate lab equipment at the high school

campus. For College courses for dual credit only, EPCC will provide supplies/consumables typically provided as part of the curriculum.

- F. Instructional Calendar.** P-TECH students will follow the instructional calendar for both YISD and EPCC as it relates to enrolled coursework. Students enrolled in high school credit courses will attend classes on days outlined in the YISD Instructional Calendar. Students enrolled in College courses for dual credit or College credit courses will attend classes on days outlined in the EPCC Instructional Calendar.
- G. Student Enrollment and Attendance Policies.** P-TECH students are required to meet YISD attendance requirements for all dual credit and high school courses and EPCC attendance requirements for all College credit courses taught by an EPCC credentialed instructor.

6. General Roles and Responsibilities

A. EPCC. EPCC will be responsible for:

- i) Admitting qualified students into EPCC;
- ii) Providing the appropriate classrooms, facilities, tools and equipment for College credit courses at the EPCC campus appropriate for each identified Program of Study;
- iii) Hiring and supervising EPCC faculty and staff;
- iv) Providing professional development opportunities for P-TECH instructors credentialed by EPCC;
- v) Providing College courses as appropriate;
- vi) Transcribing College credit immediately upon a student's completion of the course.

B. YISD. YISD will be responsible for:

- i) Recruiting students;
- ii) Providing and maintaining the appropriate classrooms, facilities, tools and equipment;
- iii) Hiring and supervising P-TECH faculty and staff;
- iv) Developing and delivering the high school curriculum;
- v) Operating and maintaining the P-TECH Program;
- vi) Transcribing high school credit immediately upon a student's completion of the course.

C. JOINT RESPONSIBILITIES. YISD and EPCC will be responsible for:

- i) Aligning the high school and College courses;
- ii) Sharing in the scheduling of College courses for the P-TECH Program;
- iii) Advising students throughout their collegiate academic experience;
- iv) Developing memoranda of understanding with regional industry or business partners;
- v) Providing joint professional development opportunities.
- vi. Certifying to the Texas Education Agency and the Texas Higher Education Coordinating Board, no fewer than once per calendar year, the eligibility of all students for which it receives notice of FAST eligibility from such student's school district, of that student's eligibility for the FAST Program.

D. INDUSTRY OR BUSINESS PARTNER(S). A memorandum of understanding with Industry or business partners will provide that such partners will be responsible for:

- i) Providing P-TECH students with access to work-based training and education;
- ii) Participating in P-TECH Advisory Committee meetings;
- iii) Sharing industry knowledge and expertise to help enhance student learning;
- iv) Providing business facility tours, job shadowing and internship opportunities to students and prospective students where available/applicable;
- v) Giving a P-TECH student who receives work-based training or education from the partner under the P-TECH Program first priority in interviewing for any jobs for which the student is qualified that are available upon the student's completion of the program.

7. Use of Facilities.

A. Buildings and Site. YISD will house P-TECH at the following site:

Pathways in Technology Early College High School
301 Midway Drive
El Paso, TX 79915

The space will include core learning classrooms, a library, learning resources, and administrative and student support areas. All P-TECH classes will be located in a dedicated and contiguous space. Construction and installation, maintenance, utilities, and operation will be at YISD's sole expense.

B. Safety and Health. In case of a health emergency on the P-TECH campus, the YISD Emergency Operations Plan will be followed. If the health emergency occurs on the EPCC campus, the ECHS Emergency Plan will be followed. EPCC police will be the first responder but will not be responsible for providing other than life-saving health care for any P-TECH student.

8. Staffing

All P-TECH staff shall be exclusive employees of YISD ("YISD staff"). There will be no joint employment relationship between YISD and EPCC of any YISD staff. YISD shall exclusively pay all salaries and provide benefits to all YISD Staff. Except as otherwise provided herein, EPCC shall have no responsibility to control, discipline, hire, terminate, compensate, or provide benefits to any of the YISD Staff.

Credentials of prospective P-TECH teachers who will teach College courses will be pre-screened by the appropriate EPCC administrator. EPCC discipline faculty will be invited to serve on P-TECH teacher hiring committees. For those areas in which dual credit classes will be offered, P-TECH will hire teachers who can meet EPCC credentialing requirements.

The P-TECH will staff the schools with the following personnel, provided, however, that until the maximum enrollment is reached, YISD shall provide a staff sufficient to deal with the then current enrollment:

- A P-TECH Assistant Principal, fully dedicated to the P-TECH Program;
- A Counselor, fully dedicated to the P-TECH Program;
- The appropriate number of highly qualified teachers based on enrollment and/or curriculum needs;
- A Nurse, shared with the comprehensive high school;
- A Secretary, shared with the comprehensive high school to the P-TECH Program;
- A Clerk, shared with the comprehensive high school;
- A PEIMS clerk/register, shared with the comprehensive high schools;
- A Security Guard, shared with the comprehensive high schools;
- A Campus Technologist, shared with the comprehensive high schools;
- A Librarian, shared with the comprehensive high schools

Maximum enrollment for YISD P-TECH Academy is 200 students. The staffing will comply with EPCC's Enrollment Optimum but strive for a limit of twenty-five (25) students per class.

P-TECH's Counselors will be responsible for overseeing every P-TECH student's degree plan requirements once the plan has been approved by the EPCC counselor.

The appropriate P-TECH/EPCC Dean will serve on the hiring committees for P-TECH's administrative positions.

EPCC discipline faculty will serve on the P-TECH's teacher-hiring committees. For those areas in which onsite dual credit classes will be offered, P-TECH will hire teachers who can meet EPCC credentialing requirements. College courses for dual credit can only be taught by qualified instructors credentialed by EPCC. All applicants must follow and meet YISD hiring procedures and requirements.

9. Professional Development of Staff

YISD P-TECH Academy shall be responsible for professional development of all full-time and part-time staff assigned to the P-TECH, including, and without limitation, staff development aimed at working with technology and at-risk students. P-TECH faculty, at YISD's cost, will participate in the professional development activities of EPCC and the agency designated by the Texas Education Agency (TEA) to provide P-TECH with school leadership coaching and technical assistance.

10. Student Services

- A. Student Services Provided by YISD.** Except as expressly set forth herein, YISD shall provide all student services for the students in P-TECH, including, health services, counseling services, tutorial services, transportation, food service, all high school books and teaching materials, and all College textbooks (see Section 5.E.). By July 1 of each year, YISD will submit all graduated seniors' final high school transcripts, with the official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.
- B. Student Services Provided by EPCC.** In addition to on-site resources provided by YISD at the P-TECH, P-TECH students will be issued an EPCC ID by the end of the first semester of their freshman year and will have open access to EPCC's online library databases, materials, and resources. P-TECH students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide designated P-TECH Librarians with appropriate log-ins access to EPCC Library resources. EPCC Librarians will provide training to designated P-TECH Librarians on available EPCC resources. P-TECH students will have access to all EPCC student services and privileges, including participation in student government and student clubs. The EPCC counselor will be the lead source of information for college counseling. Once the degree plan has been approved by the EPCC counselor, the P-TECH school counselor will be responsible for overseeing every P-TECH student's degree plan requirements. The P-TECH school counselor will work closely with the EPCC counselor on P-TECH students' degree plans. Upon mutual agreement, EPCC will conduct enrollment registration for all qualified students who have met all requirements and have requested enrollment in College courses for dual credit and College credit courses.
- C. Codes of Conduct.** P-TECH students will adhere to all the requirements of the YISD Code of Conduct and state law applicable to public school students. Students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between the YISD Code of Conduct and the EPCC Code of Conduct, the YISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be used. Students enrolled in a course for Dual Credit who are placed in an alternative school will be withdrawn from the course but may be allowed to remain in the P-TECH program upon returning to the high school campus.
- D. Transportation.** Transportation to the P-TECH campus or to the EPCC campus for a Program of Study course will be at the discretion of YISD and not the responsibility of EPCC. YISD will ensure bus routes for students to and from their homes to the P-TECH campus during fall, spring, and summer terms.
- E. Major Sports and University Interscholastic League (UIL) Activities.** As a school within a school, P-TECH students will be allowed to participate in major sports and UIL-sponsored activities.

11. Enrollment in College Courses

- A. Placement Exams.** As a prerequisite to enrollment in College courses, each student shall apply for and be admitted to EPCC and shall successfully complete appropriate placement exams, where required. EPCC shall provide support and guidance to assist students in the application process and the taking of placement exams. Students with disabilities needing accommodations will contact the EPCC Center for Students with Disabilities (CSD) to arrange

a meeting with a CSD Counselor. The placement exam will be administered at the high school that complies with EPCC's CSD-approved accommodations.

- B. Prerequisites.** P-TECH students must meet the prerequisite for any College course for which they register; no waivers for such prerequisites will be granted. A course designated as dual credit may not be open to students who have not yet met the prerequisite for such course; students who have not met the prerequisite may not be in attendance in the same classroom.
- C. Business Holds.** P-TECH students will be enrolled in EPCC courses upon the timely receipt of all the pre-registration/advising documentation by the EPCC Admissions and Registration DC/ECHS Specialist. If a P-TECH student has a hold preventing registration such as, but not limited to, "business hold or required documentation," the student will not be enrolled in the class and a notation will be made to the roster and returned back to the designated individual at the P-TECH. P-TECH administration (Principal, Assistant Principal, or Counselor) will be notified and will be responsible for assisting the student in clearing the hold. Once the hold has been removed, the P-TECH designee must add the student once more to the enrollment roster requesting enrollment once again.
- D. Degree Plans.** P-TECH students will only take dual credit or College credit courses toward their EPCC degree or certificate plan, whether such classes are taught at the P-TECH campus or at the EPCC campus. P-TECH students will be advised on the transferability of all college credit offered and earned.
- E. State Assessment Testing.** The P-TECH Assistant Principal will be responsible for informing the designated EPCC Dean of all mandatory assessment testing dates. P-TECH students will be responsible for informing EPCC instructors of dates for all mandatory assessment testing and for ensuring that missed work is completed.
- F. High School Graduation.** Upon high school graduation, P-TECH students who have not yet graduated with their degree or certificate may continue to pursue their degree plan at EPCC, but will assume all financial responsibility.
- G. College Graduation.** After P-TECH students graduate with their degree or certificate, they may continue to take College courses at EPCC, but they will assume all financial costs.
- H. EPCC Dual Credit Policy and Procedures.** In all cases, College courses for dual credit will adhere to EPCC's College Procedure GH-2, "High School Dual Credit Program Requirements."
- I. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973.** To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, YISD and EPCC agree to take any steps necessary to comply with the provisions of these laws. Coordination of services under the Agreement, enrollment of students and any necessary accommodations will be managed by the EPCC Center for Students with Disabilities (CSD). Appropriate accommodations will be determined by an EPCC CSD Counselor based upon individual needs and requirements of the required program of study. Accommodations will be provided by YISD. Accommodations for special education students enrolled in dual credit and College courses must adhere to EPCC's accommodations policy.

12. Fees, Tuition, and Testing Fees for College Courses

EPCC shall waive tuition and fees for College credit courses for YISD P-TECH Academy students enrolled in such courses. The exception is for any Open Education Resource (OER) fees if the student is enrolled in a section using OER materials rather than a traditional textbook (see also Section 5E, above). In these cases, YISD is responsible for the OER fee. YISD is also responsible for the First Day Adoption (FDAY) fee for those courses that offer this option and for which students have not opted out. YISD will fund placement testing fees. Other fees may apply, as outlined in the most recent Dual Credit Partnership Agreement approved and signed by both YISD and EPCC, except to the extent that such agreement provides for or allows fees of any nature to be assessed against students enrolled in a dual credit course (including, without limitation, three-peat fees, fees for enrollment after the Census Date, and other incurred fees).

13. Recruitment and Selection of Students

YISD shall be solely responsible for recruiting and selecting students for the P-TECH Program. An attempt will be made to recruit students from each YISD middle school. Priority will be given to those who are at risk of dropping out of high school or who wish to accelerate completion of the high school program including first-generation college-goers, low-income students, and Emergent Bilingual Students. Other slots may be granted to out-of-district transfers, if available. Remaining unused slots will be granted to underrepresented groups targeted for recruitment to include, but not limited to, Hispanic and African-Americans. Recruiting efforts will include:

- A. Creation of a P-TECH Program website that provides recruitment and admission information with links to the EPCC homepage, EPCC Library homepage, and the EPCC Dual Credit Program homepage;
- B. Distribution of recruitment/admission packets to middle school students in the school district;
- C. Meetings with middle school counselors to introduce and explain the concept of the TEA blueprint;
- D. Student/parent meetings at all middle school campuses to explain the opportunities and commitment required of P-TECH students;
- E. Presentation of recruitment and admission information in a bilingual mode.

Recruitment materials will be reviewed by the Advisory Committee to ensure it meets TEA Blueprint and EPCC co-branding guidelines. EPCC Dual Credit Counseling and Administration will participate in parent and information sessions upon request.

Admission to the P-TECH Program will be open to no more than 50 students per cohort at YISD P-TECH Academy served by YISD. Criteria for admission to the P-TECH Program will allow 8th grade students to apply. In special circumstances, additional 9th graders who meet the criteria for the P-TECH will be allowed to apply for any available openings in the cohort, not to exceed the maximum of 50 students. These additional students will not be included in the cohort's college graduation rate, but any postsecondary degree or certificate they earn will count toward the P-TECH's total awards.

14. Collecting and Sharing Data

YISD and EPCC agree to collect data associated with the P-TECH required for reporting purposes and to share the data with the appropriate agencies or needed for internal purposes for use by either entity. YISD and EPCC Research departments will be the primary point of contact for all data collection for their respective institutions. In addition, YISD and EPCC agree to share any data required for the successful completion of the P-TECH students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be consulted when requesting and sharing data or conducting research. When selected, the P-TECH will participate in student success, faculty satisfaction surveys, and other local or national surveys administered to EPCC students. YISD and EPCC will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ACT, PSAT; TSIA2 readiness by grade level; qualifications of P-TECH staff; and location(s) where courses are taught. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: EPCC data; YISD data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level; and other data relevant to student academic achievement, success, and well-being.

FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EPCC hereby designates YISD as a college official with a legitimate educational interest in the educational records of the students who participate in the P-TECH Program to the extent that access to the records are required by YISD to carry out the Program; and, YISD hereby designates EPCC as a school official with a legitimate educational interest in the educational records of the students who participate in the P-TECH Program to the extent that access to the records are required by EPCC to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

15. Records and Criminal History

Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. EPCC agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of

Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, YISD Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs services under this Agreement.

16. Advisory Committee

An Advisory Committee comprised of representatives from YISD and EPCC will meet at least quarterly to facilitate communication, evaluate instructional and programmatic activities, identify issues and challenges, make recommendations, and enhance collaboration. The Advisory Committee shall make reports periodically to their respective boards or appropriate administrators. Specifically, the committee will meet in order to discuss:

- A. Operational Processes; Curriculum Processes; Curriculum; Technology and Recruitment; External Funding; Facilities; Marketing; Research;
- B. Problems or concerns;
- C. Effective coordination between YISD and EPCC;
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of P-TECH students;
- E. Community informational meetings for students/parents interested in the P-TECH Program.

Members of the Advisory Committee may include: EPCC Dual Credit and Early College High Schools (DC/ECHS) Associate Director (Student Services), EPCC Designated Dean, EPCC Dean of DC/ECHS, EPCC ECHS Counseling Coordinator, EPCC Counselor, the P-TECH Principal, the P-TECH Assistant Principal, the P-TECH Counselor, YISD Central Office personnel, and others as invited to participate.

The Advisory Committee shall address the School's Scope & Sequence plan, the overall quality and outcomes from the college courses and other aspects of the School, the School's budget, and other issues related to relationship between the Parties. The Advisory Committee is empowered to suggest revisions to this Agreement on matters of the School's program focus.

17. Early College High School Leadership Council

Representatives from the Advisory Committee, in addition to YISD and EPCC senior administrators, will be members of the Early College High School Leadership Council ("ECHSLC"). Members of the ECHSLC may also include TEA and UTEP Representatives, EPCC President, EPCC Vice President of Instruction and Workforce Education, and EPCC Vice President of Student and Enrollment Services. The purpose of the ECHSLC is to provide a forum for the discussion of topics and issues of common interest and concern across all El Paso area Early College High Schools. Additionally, when appropriate, the ECHSLC will facilitate the coordination of activities and events and ensure consistency in operation, while still allowing for the individuality of each school. This group meets biannually.

18. Marketing and Co-branding

The P-TECH Program is a strong and beneficial partnership between YISD and EPCC and will be co-branded accordingly. EPCC and P-TECH logos will appear jointly and prominently on all media/marketing materials, school marquees, verbal and non-verbal messaging, and anywhere else the program is visible, including the school's website. The logos must be of the same size and in high profile locations. YISD and P-TECH will state, "The P-TECH Program is a partnership between EPCC and YISD," when speaking, presenting, or discussing the initiative as well as in all written materials, including, but not limited to: news releases, website content, promotional materials, social media, or other content. Signage, banners, and other displays should prominently demonstrate the partnership and should include EPCC and its logo. Except for written materials on jointly pre-approved P-TECH letterhead, masthead, or digital material posted in a jointly pre-approved format, these materials will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of DC/ECHS. Each party reserves the right to approve major signage, banners, and other displays that will be displayed outside the EPCC Campus to the general public. The EPCC logos, banners, or other identifying material should be displayed in each classroom used to teach P-TECH students. YISD is responsible for ensuring that departments producing, as well as appropriate administrators, faculty, and staff, are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

19. Renewal or Termination

Upon completion of the term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless YISD or EPCC shall give notice of nonrenewal at least ninety (90) days prior to the end of the term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either YISD or EPCC shall have the right to terminate this Agreement with or without cause at any time during the term upon written notice to the other party. In the event of termination during the term of this Agreement, the effective date of termination shall be as of June 30, following the notice. It is the intent of the Parties that no termination shall be made during the middle of the school year which will disrupt the academic progress for the P-TECH students, unless the Parties mutually agree. In the event of termination, the P-TECH will continue operation through the 11th grade cohort's scheduled graduation from the P-TECH. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement. While in the process of discontinuing operation, the P-TECH may not enroll any additional students in grades that have been phased out but will continue to meet all the required design elements and provide full support for all students enrolled in the P-TECH.

20. Liability of YISD and EPCC

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. YISD and EPCC shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents, and employees who are performing duties under this Agreement, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. YISD shall bear sole responsibility and liability for any claims by its students arising from acts, omissions, and negligence attributed to YISD. YISD and EPCC expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability to the extent provided by applicable law.

21. Miscellaneous

- A. **Integrated Agreement.** This Agreement constitutes the entire agreement of the Parties respecting the subject matter described herein and supersedes all prior agreements or understandings, whether written or oral.
- B. **Terminology.** The term "Partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence of formation of a Partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of Partners.
- C. **Notices.** Any notice authorized or required to be given under this Agreement shall be delivered or sent to the Parties at the following addresses:

El Paso Community College P.O. Box 20500 El Paso, TX 79998 Attn: President	Ysleta Independent School District 9600 Sims El Paso, TX 79925 Attn: Superintendent
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All notices required to be given hereunder shall be in writing, and shall be served in person upon the party to be notified or upon its agent, or shall be mailed by certified or registered mail or deposited with a nationally recognized overnight carrier, postage prepaid, to the address shown above. Any notice mailed in the manner set forth in this Section shall be deemed received by the party to whom it is addressed when deposited in such manner with the United States Postal Service or said overnight carrier.

- D. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- E. **Governing Law.** This Agreement is to be performed in El Paso County, Texas, and is governed by the Constitution and the laws of the State of Texas. The venue of any suit arising from this Agreement shall be in El Paso County, Texas. The parties hereby irrevocably submit generally and unconditionally for themselves and in respect of their property to the jurisdiction of any state court, or any United States federal court, sitting in the City El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement.
- F. **Assignment Prohibited.** This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the Parties.
- G. **Alternate Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 wth b^o

used by the Parties to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.

- H. **Counterparts.** This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.
- I. **Payments.** Any party paying for the performance of governmental functions or services rendered by the other party must make these payments from current revenues available to the paying party.

Signed and approved effective as of the date shown above.

EPCC:

EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
William Serrata, Ph.D., President

Approved as to form:

General Counsel, EPCC

YISD:

YSLETA INDEPENDENT SCHOOL DISTRICT

By:  _____
Dr. Xavier De La Torre, Superintendent

Approved as to form:



General Counsel, YISD

Appendix A



Ysleta ISD - El Paso Community College P-TECH Crosswalk



EPCC Program	High School Course	Credits	Peims #	EPCC Course	Credits
CAD-Construction Specialization-C1 24 Credits	Extended Practicum in Architectural Design* (First Time Taken) Sem 1	1.5	13004805	DFTG 1309 Basic Computer-Aided Drafting	3
				DFTG 1317 Architectural Drafting-Residential	3
				DFTG 1330 Civil Drafting	3
	Extended Practicum in Architectural Design* (First Time Taken) Sem 2	1.5		DFTG 2321 Topographical Drafting	3
	Extended Practicum in Architectural Design* (Second Time Taken) Sem 1	1.5	13004815	ARCE 1352 Structural Drafting	3
				DFTG 2332 Advanced Computer-Aided Drafting	3
	Extended Practicum in Architectural Design* (Second Time Taken) Sem 2	1.5	13004815	DFTG 2328 Architectural Drafting-Commercial	3
				DFTG 2380 Cooperative Education-Drafting and Design Technology/Technician General	3

