



## **Regular Board of Trustees Meeting - July 27, 2022**

El Paso Community College  
9050 Viscount Blvd, Board Room A200  
Jul 27, 2022 4:30 PM

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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 27, 2022 beginning at 4:30 p.m. This Regular meeting will be held at the Administrative Service Center located at 9050 Viscount Blvd, Board of Trustees Room - #A200, El Paso, TX 79925 and will be viewable through the EPCC YouTube channel refer to the link <https://www.youtube.com/user/goepcc>

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

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

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

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

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

pending litigation styled, Martha Quinones v. El Paso County Community College District and Hector Arriola, in the 448th Judicial District Court of El Paso County, Texas, Cause Number 2018-DCV-2171, pursuant to Section 551.071 of the Texas Government Code.

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

pending litigation styled, Victor Perez v. El Paso County Community College District, in the 120th Judicial District Court of El Paso County, Texas, Cause Number 2020-DCV-1105, pursuant to Section 551.071 of the Texas Government Code.

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

proposed amendment to professional services agreement, pursuant to Section 551.071 of the Texas Government Code.

##### **1.4. APPROVAL of MINUTES - NONE**

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

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

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

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

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

**1.7.2. Dr. Abigail Tarango, Executive Director of University Medical Center (UMC) & El Paso Children’s Hospital Foundation, along with UMC leadership, will provide information regarding the “Capacity of Care” bond request.**

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

**1.8. COMMUNICATIONS**

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

**1.8.1.1. Ms. Tonie Badillo, (Dean of Dual Credit and Early College High Schools) will provide an update of the Early College High School program at EPCC.**

**1.9. BOARD of TRUSTEES BUSINESS**

Action items

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**1.9.2. Discussion and take possible action regarding proposed amendment to legal services agreement.**

**1.9.3. Discussion and take possible action regarding changing the Board of Trustees' Meeting dates.**

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**1.11. CONSENT DOCKET**

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**EL PASO COMMUNITY COLLEGE**

**TREASURER'S REPORT  
JUNE 30, 2022**

**EXHIBIT 1.10.1**

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT UNRESTRICTED FUNDS  
JUNE 30, 2022**



**EL PASO COMMUNITY COLLEGE  
CURRENT UNRESTRICTED FUNDS  
BALANCE SHEET  
JUNE 30, 2022**

	<b>Education &amp; General</b>	<b>Student Activities</b>	<b>Auxiliary Services</b>	<b>Intercollegiate Athletics</b>	<b>Total Current Unrestricted</b>
<b>Assets:</b>					
Cash	\$ 19,300	\$	\$	\$	\$ 19,300
Pooled investments	172,195,245	1,611,314	3,313,491	1,725,931	178,845,981
Property taxes receivable	3,373,136				3,373,136
Accrued interest receivable	182,386				182,386
Other receivables	15,707,423		444,898	8,000	16,160,321
Deferred Outflows-Pension	12,301,140				12,301,140
Deferred Outflows-OPEB	27,628,231				27,628,231
Due from restricted funds	1,860,953				1,860,953
Due from athletic funds			677,583		677,583
Prepaid expenses	562,661				562,661
<b>Total assets</b>	<b>\$ 233,830,475</b>	<b>\$ 1,611,314</b>	<b>\$ 4,435,972</b>	<b>\$ 1,733,931</b>	<b>\$ 241,611,692</b>
<b>Liabilities:</b>					
Accounts payable & accrued expenditures	\$ 4,515,440	\$	\$	\$	\$ 4,515,440
Due to auxiliary funds				677,583	677,583
Accrued compensated absences	4,999,566				4,999,566
Student property deposits	548,512				548,512
Deferred Tuition and Fees	11,427,723				11,427,723
Deferred Inflows-Pension	6,316,642				6,316,642
Deferred Inflows-OPEB	24,244,263				24,244,263
Net Pension Liability	34,283,254				34,283,254
Net OPEB Liability	87,547,632				87,547,632
<b>Total liabilities</b>	<b>\$ 173,883,032</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 677,583</b>	<b>\$ 174,560,615</b>
<b>Fund balance:</b>					
Beginning balance: September 1, 2021	\$ 24,315,595	\$ 1,344,839	\$ 4,369,723	\$ 369,646	\$ 30,399,803
Increase (decrease) in fund balance	35,631,848	266,475	66,249	686,702	36,651,274
<b>Ending balance: June 30, 2022</b>	<b>\$ 59,947,443</b>	<b>\$ 1,611,314</b>	<b>\$ 4,435,972</b>	<b>\$ 1,056,348</b>	<b>\$ 67,051,077</b>
<b>Total liabilities and fund balance</b>	<b>\$ 233,830,475</b>	<b>\$ 1,611,314</b>	<b>\$ 4,435,972</b>	<b>\$ 1,733,931</b>	<b>\$ 241,611,692</b>

**EL PASO COMMUNITY COLLEGE  
EDUCATION AND GENERAL  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TEN MONTHS ENDED JUNE 30, 2022**

	<u>Budget</u>		<u>Actual</u>		<u>Open Commitments</u>	<u>Budget Balance Available</u>	<u>Percent Used</u>
	<u>Original</u>	<u>Revised</u>	<u>Current Month</u>	<u>Year To Date</u>			
<b>Revenues:</b>							
State Appropriations	\$ 31,601,314	\$ 31,601,314	\$ 3,044,429	\$ 25,599,312	\$	\$ 6,002,002	81%
Fed Appr/Grants	558,136	558,136	53,087	589,155		(31,019)	106%
Tuition & fees	39,743,305	39,743,305	87,082	36,232,254		3,511,051	91%
Property tax	65,414,038	65,414,038	(140,664)	67,021,553		(1,607,515)	102%
Interest income	110,000	110,000	163,149	406,485		(296,485)	370%
Other income	2,618,479	2,618,479	396,969	1,507,749		1,110,730	58%
Federal Recoveries	9,758,767	9,758,767		4,146,907		5,611,860	42%
Total revenues	<u>\$ 149,804,039</u>	<u>\$ 149,804,039</u>	<u>\$ 3,604,052</u>	<u>\$ 135,503,415</u>	<u>\$</u>	<u>\$ 14,300,624</u>	<u>90%</u>
<b>Expenditures:</b>							
Instruction	\$ 49,281,830	\$ 49,281,830	\$ 2,557,803	\$ 37,189,516	\$ 788,730	\$ 11,303,584	77%
Research	147,643	147,643	6,441	101,155	5,838	40,650	72%
Public service	5,381,029	5,381,029	261,277	2,592,184	254,993	2,533,852	53%
Academic support	15,963,498	15,963,498	1,199,111	12,790,727	584,801	2,587,970	84%
Student Services	8,988,558	8,988,558	645,882	6,266,456	175,527	2,546,575	72%
Institutional support	50,323,133	50,323,133	2,786,806	25,408,708	1,870,774	23,043,651	54%
Physical plant, operation & maintenance	12,140,093	12,140,093	772,316	8,401,065	1,323,213	2,415,815	80%
Total expenditures	<u>\$ 142,225,784</u>	<u>\$ 142,225,784</u>	<u>\$ 8,229,636</u>	<u>\$ 92,749,811</u>	<u>\$ 5,003,876</u>	<u>\$ 44,472,097</u>	<u>69%</u>
<b>Transfers:</b>							
TPEG	\$ 1,948,652	\$ 1,948,652	\$ 111,151	\$ 1,798,852	\$	\$ 149,800	92%
Student Activities	494,906	494,906	73,973	465,738		29,168	94%
Athletics	1,833,868	1,833,868	225,809	1,566,324		267,544	85%
Other Transfers				(9,987)		9,987	
Plant fund	3,300,829	3,300,829		3,300,829		0	100%
Total transfers	<u>\$ 7,578,255</u>	<u>\$ 7,578,255</u>	<u>\$ 410,933</u>	<u>\$ 7,121,756</u>	<u>\$ 0</u>	<u>\$ 456,499</u>	<u>94%</u>
Net increase/(decrease) in fund balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (5,036,517)</u>	<u>\$ 35,631,848</u>			

**EL PASO COMMUNITY COLLEGE  
STUDENT ACTIVITIES FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TEN MONTHS ENDED JUNE 30, 2022**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Balance Available</b>
Revenues:			
Student activity fee	\$ 494,906	\$ 469,438	\$ 25,468
Interest income		3,180	(3,180)
Other Income		5,593	(5,593)
Total revenues	\$ 494,906	\$ 478,211	\$ 16,695
Expenditures:			
Salaries & benefits	\$ 316,282	\$ 71,081	\$ 245,201
Supplies & services	159,624	122,096	37,528
Travel	7,000	29,917	(22,917)
Club support	12,000	23,278	(11,278)
Total expenditures	\$ 494,906	\$ 246,372	\$ 248,534
Revenues over (under) expenditures:		\$ 231,839	
Transfer from Custodial Funds (GASB 84)		\$ 34,636	
Increase (decrease) in fund balance		\$ 266,475	

**EL PASO COMMUNITY COLLEGE  
AUXILIARY ENTERPRISE FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TEN MONTHS ENDED JUNE 30, 2022**

Revenues:

Vehicle Registration	\$ 338,083	
Bookstore Commissions	260,714	
Pepsi Cola Commissions	104,261	
Vending Commissions	46,875	
GECU	23,862	
Subway Commissions	8,776	
The Basil Garden Commissions	2,274	
A/R Returned Checks	1,254	
ATM Commissions	<u>315</u>	\$ 786,414

Expenditures:

Vehicle Registration Expense	\$ 337,459	
Staff Scholarships	234,234	
Memberships	56,202	
Bookstore/Cafeteria Utilities Expense	54,166	
Advocacy Expense	16,882	
Staff Educational Assistance	10,800	
Cafeteria Maint. Expense	9,038	
Auxiliary Operations	960	
Classified Staff Association	260	
Professional Staff Association	<u>164</u>	<u>\$ 720,165</u>

Revenues over (under) expenditures \$ 66,249

Increase (decrease) in fund balance \$ 66,249

**EL PASO COMMUNITY COLLEGE  
 INTERCOLLEGIATE ATHLETICS FUND  
 STATEMENT OF REVENUE AND EXPENDITURES  
 FOR THE TEN MONTHS ENDED JUNE 30, 2022**

Revenues:			
Athletic Fee	\$	1,566,324	
EPCC Tournaments		2,500	
Softball Camps		<u>1,500</u>	\$ 1,570,324
Expenditures:			
Baseball	\$	282,325	
Softball		212,515	
Cross Country		198,950	
Athletic Administration		<u>189,832</u>	\$ <u>883,622</u>
Revenues over (under) expenditures:			\$ 686,702
Increase (decrease) in fund balance			<u><u>\$ 686,702</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CURRENT RESTRICTED FUNDS  
JUNE 30, 2022**

**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS  
BALANCE SHEET  
JUNE 30, 2022**

	<b><u>Total Other Restricted</u></b>	<b><u>Total Sponsored Programs</u></b>	<b><u>Current Restricted Funds</u></b>
Assets:			
A/R federal agencies	\$	\$ 5,873,436	\$ 5,873,436
A/R state agencies	294,227		294,227
A/R county/local agencies	268,111		268,111
A/R students		996,410	996,410
A/R other	2,000		2,000
Net OPEB Asset	<u>11,973</u>		<u>11,973</u>
 Total assets	 <u>\$ 576,311</u>	 <u>\$ 6,869,846</u>	 <u>\$ 7,446,157</u>
Liabilities & fund balance:			
Accounts payable	\$ 9,180	\$ 262,565	\$ 271,745
Due to unrestricted funds	(4,685,668)	6,546,621	1,860,953
Deferred income	2,640,866	60,660	2,701,526
Fund balance	<u>2,611,933</u>		<u>2,611,933</u>
 Total liabilities & fund balance	 <u>\$ 576,311</u>	 <u>\$ 6,869,846</u>	 <u>\$ 7,446,157</u>

**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS - OTHER  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TEN MONTHS ENDED JUNE 30, 2022**

	<u>Fund Balance 09/01/21</u>	<u>Revenues Additions</u>	<u>Expenditures Deductions</u>	<u>Fund Balance 06/30/22</u>
Gifts:				
Scholarships/donations	\$ 3,537,819	\$ 2,124,941	\$ 3,391,767	\$ 2,270,993
Clubs and Associations		384,137	55,170	328,967
Grants & contracts:				
State	11,973	5,896,490	5,896,490	11,973
Local	<u>                    </u>	<u>1,270,691</u>	<u>1,270,691</u>	<u>0</u>
Total	<u>\$ 3,549,792</u>	<u>\$ 9,676,259</u>	<u>\$ 10,614,118</u>	<u>\$ 2,611,933</u>



**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TEN MONTHS ENDED JUNE 30, 2022**

	<u>Projected Budget</u>	<u>Current Month</u>	<u>Current Year</u>	<u>Project Year</u>	<u>Open Commitments</u>	<u>Budget Balance Available</u>
Revenues:	\$ 278,128,527	\$ 5,459,621	\$ 75,187,880	\$ 211,718,926	\$ 814,232	\$ 65,595,369
Expenditures:						
<b>2016-2017</b>						
USDOJ La Tuna HVAC & Welding	\$ 96,977	\$	\$	\$ 66,999	\$	\$ 29,978
Rise to the Challenge Bridge 2017	327,501			326,027		1,474
<b>2017-2018</b>						
Early Alert Case Management FY 2018	523,299			378,297		145,002
<b>2018-2019</b>						
Rise to the Challenge Bridge 2018	324,498			320,923	2,653	922
USDOJ La Tuna HVAC & Welding Opt 1	98,931			62,391		36,540
Early Alert Case Management 2019	506,068	11,238	21,516	502,026		4,042
Rise to the Challenge Bridge 2019	324,000			303,297		20,703
<b>2019-2020</b>						
USDOJ La Tuna HVAC & Welding Opt 2	112,875			92,248		20,627
CCAMPIS 2020	250,000	3,985	44,896	186,503	63,497	0
PELL 2020	50,570,581		15	50,570,581		0
SSS Prog. 2020	683,717			673,064		10,653
Early Alert Case Management 2020	516,587	1,043	20,131	509,520		7,067
IMLS - Promising Practices for Small Libraries	49,913		9,956	48,704		1,209
CARES Act Emergency Relief Fund - IHE	8,295,072	34,487	224,505	8,238,428	56,644	0
CARES Higher Education Assistance	1,051,361			1,041,756		9,605
<b>2020-2021</b>						
DOE HEP 2020	475,000		7,156	475,000		0
CAMP 2020	280,098		14,948	280,098		0
Rise to the Challenge Bridge 2020	362,853	9,215	68,197	334,676	9,214	18,963
SSS Prog. 2021	707,647	2,872	18,492	698,388		9,259
CCAMPIS 2021	367,872	7,759	11,188	11,188	177,063	179,621
Early Alert Case Management 2021	507,854	17,650	128,803	490,276	563	17,015
DOL - Job Corps Scholars Programs	1,186,900	51,810	129,248	158,936	135	1,027,829
PELL 2021	38,533,248			38,433,248		100,000

**EL PASO COMMUNITY COLLEGE  
CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TEN MONTHS ENDED JUNE 30, 2022**

	<u>Projected Budget</u>	<u>Current Month</u>	<u>Current Year</u>	<u>Project Year</u>	<u>Open Commitments</u>	<u>Budget Balance Available</u>
Revenues:	\$ 278,128,527	\$ 5,459,621	\$ 75,187,880	\$ 211,718,926	\$ 814,232	\$ 65,595,369
Expenditures (continued):						
GREEN Advantage Emissary Program	\$ 185,474	\$ 8,860	\$ 36,474	\$ 58,619	\$ 12,026	\$ 114,829
DOL - Susan Harwood Training FY20	158,648		3,752	158,648		0
HEERF II CRRSAA - Student Aid	8,295,073		6,857,233	8,295,073		0
HEERF II CRRSAA - IHE Institution	27,983,664	1,004,814	9,139,382	25,875,591	137,900	1,970,173
Contract Opportunity Center 2021	359,507		125,328	338,220	1,025	20,262
HEERF III ARPA - Student Aid	31,907,525		17,908,025	31,907,525		0
HEERF III ARPA - IHE Institution	30,981,916	(60,860)	254,682	635,344		30,346,572
CRRSAA Higher Ed Assistance - MSI	1,954,655					1,954,655
ARPA Higher Ed Assistance - MSI	3,287,659					3,287,659
<b>2021-2022</b>						
DOE HEP 2021	474,696	91,478	351,861	420,126	9,725	44,845
DOE CAMP 2021	431,334	71,960	336,553	350,206	2,435	78,693
Rise to the Challenge Bridge 2021	324,000	33,081	136,296	136,296	40,670	147,034
NEH Connections & Planning	34,669	14,893	33,208	34,669		0
DOE IREPO-Curriculum Development	440,564	26,240	34,857	34,857	268,745	136,962
DOE IREPO-Distance Learning Support	514,691	16,557	36,949	36,949		477,742
DOE IREPO-Dual Credit	262,981	13,805	21,235	21,235		241,746
DOE IREPO-IT	340,000	(11,675)	155,348	155,348	9,500	175,152
SSS Prog. 2022	707,647	103,674	504,622	504,622	11,932	191,093
CCAMPIS 2022	132,128		21,556	21,556		110,572
SEOG Grant 2022	1,051,069	4,200	1,046,822	1,046,822		4,247
PELL 2022	60,000,000	3,871,676	36,388,423	36,388,423		23,611,577
DOL - OSHA Susan Harwood Training FY22	200,000	22,259	122,160	122,160	36	77,804
DOL - Susan Harwood Training Tgt Topic	160,000	30,557	126,342	126,342	6,094	27,564
DOE - Accelerate@EPCC Title V	535,622	8,978	13,364	13,364	4,375	517,883
Contract Opportunity Center 2022	373,377	54,473	171,074	171,074		202,303
Emergency SEOG	878,776	14,592	663,283	663,283		215,493
Total	<u>\$ 278,128,527</u>	<u>\$ 5,459,621</u>	<u>\$ 75,187,880</u>	<u>\$ 211,718,926</u>	<u>\$ 814,232</u>	<u>\$ 65,595,369</u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
LOAN FUNDS  
JUNE 30, 2022**

**EL PASO COMMUNITY COLLEGE  
LOAN FUNDS  
BALANCE SHEET  
JUNE 30, 2022**

	<u><b>Nursing</b></u>	<u><b>Other</b></u>	<u><b>Loan Fund</b></u>
<b>Assets:</b>			
Cash & pooled investments	\$ 1,285	\$ 2,054,360	\$ 2,055,645
Loans receivable (net)	<u>13,371</u>	<u>1,182,817</u>	<u>1,196,188</u>
 Total assets	 <u>\$ 14,656</u>	 <u>\$ 3,237,177</u>	 <u>\$ 3,251,833</u>
 <b>Liabilities and Fund Balance:</b>			
Accounts payable general	\$	\$ 17,111	\$ 17,111
Nursing alumni loan fund		2,447	2,447
Emergency loan fund		3,167,323	3,167,323
Ed Alvarez emergency loan fund		5,000	5,000
Alternative Loans (Elm)		3,000	3,000
Direct Loan Program Subsidized		3,293	3,293
Direct Loan Program Unsubsidized		4,765	4,765
SGA Emergency Book Loan Program		34,238	34,238
Federal capital contribution	13,939		13,939
Institutional capital contribution	1,549		1,549
Interest collected	8,645		8,645
Investment income	10,483		10,483
Federal canceled reimbursement	1,320		1,320
Penalty collected	2,906		2,906
Principal cancelled	(19,001)		(19,001)
Collection cost	<u>(5,185)</u>		<u>(5,185)</u>
 Total liabilities & fund balance	 <u>\$ 14,656</u>	 <u>\$ 3,237,177</u>	 <u>\$ 3,251,833</u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
ENDOWMENT FUNDS  
JUNE 30, 2022**

**EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS  
BALANCE SHEET  
JUNE 30, 2022**

Assets:	
Cash & Pooled Investments	\$ 785,808
Total assets	<u>\$ 785,808</u>
Fund balance:	
Fund balance	\$ 785,808
Total fund balance	<u>\$ 785,808</u>

**EL PASO COMMUNITY COLLEGE  
ENDOWMENT FUNDS  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TEN MONTHS ENDED JUNE 30, 2022**

	<b>Fund Balance 09/01/21</b>	<b>Revenues Additions</b>	<b>Expenditures Deductions</b>	<b>Fund Balance 06/30/22</b>
Albert Horwitz	\$ 29,604	\$ 59	\$	\$ 29,663
Jose Cisneros	99,875	200		100,075
Amado Peña	100,792	202		100,994
Cecilia Ochoa Levine	31,699	64		31,763
Mack Quintana	50,262	1,678		51,940
Adair Margo	36,498	74		36,572
George W.S. Abbey	34,772	70		34,842
P. & B. Moreno Memorial	28,091	57		28,148
Lucy Scarbrough	36,685	74		36,759
Diane D. Rath	34,158	68		34,226
Bob Wingo	33,527	69		33,596
Raymond Paredes	32,238	63		32,301
María A. Peña	57,397	115		57,512
Michael W. Smith	36,714	74		36,788
Gerardo de los Santos	32,812	66		32,878
Augustine D. Gallego	27,040	61		27,101
James Vasquez	26,923	54		26,977
Diana S. Natalicio	26,792	54		26,846
Mark David Milliron	26,773	54		26,827
	<u>782,652</u>	<u>3,156</u>	<u>0</u>	<u>785,808</u>
Total	\$ <u>782,652</u>	\$ <u>3,156</u>	\$ <u>0</u>	\$ <u>785,808</u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
PLANT FUNDS  
JUNE 30, 2022**



**EL PASO COMMUNITY COLLEGE  
PLANT FUNDS  
BALANCE SHEET  
JUNE 30, 2022**

	<u>Unexpended Plant</u>	<u>Renewals &amp; Replacements</u>	<u>Debt Retirement</u>	<u>Investment In Plant</u>	<u>Total Plant Funds</u>
<b>Assets:</b>					
Pooled investments	\$ 25,013,407	\$ 1,806,399	\$ 26,410,233	\$	\$ 53,230,039
Property taxes receivable			32,648		32,648
Deferred Outflow-Bond Insurance Cost			237,393		237,393
Accrued Interest	1,946		7,408		9,354
Land				13,702,219	13,702,219
Land improvements				19,735,640	19,735,640
Accum. Depr. - Land Improv./Infra				(11,054,385)	(11,054,385)
Buildings - EPCC				180,526,029	180,526,029
Buildings - federal				9,958,316	9,958,316
Construction in progress				82,937,353	82,937,353
Accum. Depr. - Buildings				(66,693,720)	(66,693,720)
Furniture & Equipment				16,252,131	16,252,131
Furniture & Equipment - federal				6,645,939	6,645,939
Accum. Depr. - Furniture & Equip.				(18,743,230)	(18,743,230)
Library books EPCC				6,111,462	6,111,462
Library books - grant				63,151	63,151
Accum. Depr. - Library Books				(4,200,832)	(4,200,832)
<b>Total assets</b>	<u>\$ 25,015,353</u>	<u>\$ 1,806,399</u>	<u>\$ 26,687,682</u>	<u>\$ 235,240,073</u>	<u>\$ 288,749,507</u>
<b>Liabilities:</b>					
Accounts Payable - general	\$ 1,466,239	\$	\$	\$	\$ 1,466,239
Deferred Income - General Use Fees			1,660,500		1,660,500
Revenue bonds 2016				105,140,000	105,140,000
Unamortized Bond premium 2016				11,704,501	11,704,501
Revenue bonds 2017				11,960,000	11,960,000
Deferred Inflow-Gain on Bond Refunding			307,056		307,056
Accrued interest - Bonds			1,299,552		1,299,552
<b>Total liabilities</b>	<u>\$ 1,466,239</u>	<u>\$ 0</u>	<u>\$ 3,267,108</u>	<u>\$ 128,804,501</u>	<u>\$ 133,537,848</u>
<b>Fund balance:</b>					
Designated fund balance	\$ 23,549,114	\$ 1,806,399	\$ 23,420,574	\$ 106,435,572	\$ 155,211,659
<b>Total fund balance</b>	<u>\$ 23,549,114</u>	<u>\$ 1,806,399</u>	<u>\$ 23,420,574</u>	<u>\$ 106,435,572</u>	<u>\$ 155,211,659</u>
<b>Total liabilities &amp; fund balance</b>	<u>\$ 25,015,353</u>	<u>\$ 1,806,399</u>	<u>\$ 26,687,682</u>	<u>\$ 235,240,073</u>	<u>\$ 288,749,507</u>

**EL PASO COMMUNITY COLLEGE  
UNEXPENDED PLANT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TEN MONTHS ENDED JUNE 30, 2022**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>2016 Revenue Bond</u>	<u>Other</u>	<u>Total</u>	<u>Budget Balance</u>
<b>Revenues:</b>						
Transferred from current unrestricted	\$ 3,190,829	\$ 3,190,829	\$	\$ 3,190,829	\$ 3,190,829	\$ 0
Intrafund transfers	6,395,000	6,395,000		1,691,220	1,691,220	4,703,780
2016 Revenue Bond Interest	2,500	2,500	5,204		5,204	(2,704)
Interest income	11,500	11,500		43,819	43,819	(32,319)
Total revenues	<u>\$ 9,599,829</u>	<u>\$ 9,599,829</u>	<u>\$ 5,204</u>	<u>\$ 4,925,868</u>	<u>\$ 4,931,072</u>	<u>\$ 4,668,757</u>
<b>Expenditures:</b>						
Intrafund transfers	\$ 6,395,000	\$ 6,395,000	\$	\$ 1,691,220	\$ 1,691,220	\$ 4,703,780
Interfund transfers	548,000	548,000		2,527,631	2,527,631	(1,979,631)
Repairs and rehabilitation	13,539,740	13,539,740		1,968,214	1,968,214	11,571,526
Equipment	5,786,312	5,786,312		1,421,857	1,421,857	4,364,455
2016 RB - Master Plan Phase I						
Buildings	4,186,593	4,186,593	2,511,210		2,511,210	1,675,383
Furniture and Equipment	728,729	728,729	238,506		238,506	490,223
District Wide Projects	129,139	129,139	49,057		49,057	80,082
Proj. Reserve Master Plan Phase I						
Furniture and Equipment	2,656,618	2,656,618		2,430,381	2,430,381	226,237
District Wide Projects	938,992	938,992		165,575	165,575	773,417
Total expenditures	<u>\$ 34,909,123</u>	<u>\$ 34,909,123</u>	<u>\$ 2,798,773</u>	<u>\$ 10,204,878</u>	<u>\$ 13,003,651</u>	<u>\$ 21,905,472</u>
Revenues over/(under) expenditures	\$ (25,309,294)	\$ (25,309,294)	\$ (2,793,569)	\$ (5,279,010)	\$ (8,072,579)	
Beginning balance - September 1, 2021	<u>31,621,693</u>	<u>31,621,693</u>	<u>5,041,961</u>	<u>26,579,732</u>	<u>31,621,693</u>	
Ending balance - June 30, 2022	<u>\$ 6,312,399</u>	<u>\$ 6,312,399</u>	<u>\$ 2,248,392</u>	<u>\$ 21,300,722</u>	<u>\$ 23,549,114</u>	

**EL PASO COMMUNITY COLLEGE  
RENEWALS & REPLACEMENTS FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TEN MONTHS ENDED JUNE 30, 2022**

	<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	\$ 548,000	\$ 548,000	\$ 2,527,831	\$ 2,527,831	\$ (1,979,831)
Transfer from unrestricted current funds	110,000	110,000	110,000	110,000	0
Transfer from auxiliary enterprises	325,000	325,000		0	325,000
Other Income	40,000	40,000	3,828	3,828	36,172
Interest income	500	500	4,297	4,297	(3,797)
Total revenues	<u>\$ 1,023,500</u>	<u>\$ 1,023,500</u>	<u>\$ 2,645,956</u>	<u>\$ 2,645,956</u>	<u>\$ (1,622,456)</u>
Expenditures:					
Replacements and Renovations	\$ 1,761,418	\$ 1,761,418	\$ 1,577,275	\$ 1,577,275	\$ 184,143
Interfund Transfers			200	200	(200)
Total expenditures	<u>\$ 1,761,418</u>	<u>\$ 1,761,418</u>	<u>\$ 1,577,475</u>	<u>\$ 1,577,475</u>	<u>\$ 183,943</u>
Revenues over (under) expenditures	\$ (737,918)	\$ (737,918)	\$ 1,068,481	\$ 1,068,481	
Beginning balance-September 1, 2021	<u>737,918</u>	<u>737,918</u>	<u>737,918</u>	<u>737,918</u>	
Ending balance - June 30, 2022	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,806,399</u>	<u>\$ 1,806,399</u>	

**EL PASO COMMUNITY COLLEGE  
DEBT RETIREMENT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
FOR THE TEN MONTHS ENDED JUNE 30, 2022**

	<u>Original Budget</u>	<u>Actual</u>			<u>Budget</u>
	<u>Debt Service</u>	<u>Revenue Bonds</u>	<u>G.O. Bonds 1975</u>	<u>Total</u>	<u>Balance Available</u>
Revenues:					
Property tax interest	\$	\$	\$ 556	\$ 556	\$ (556)
General use fees	9,000,000	8,534,853		8,534,853	465,147
Interest income	7,000	17,771		17,771	(10,771)
Intrafund transfers	9,009,194			0	9,009,194
Interfund transfers		597,224		597,224	(597,224)
Tuition	800,000	767,295		767,295	32,705
Lost revenue recovery	1,801,953	626,113		626,113	1,175,840
Total revenues	<u>\$ 20,618,147</u>	<u>\$ 10,543,256</u>	<u>\$ 556</u>	<u>\$ 10,543,812</u>	<u>\$ 10,074,335</u>
Expenditures:					
Bond principal	\$ 3,820,000	\$ 3,820,000	\$	\$ 3,820,000	\$ 0
Bond interest	5,244,787	4,378,419		4,378,419	866,368
Intrafund transfers	9,009,194			0	9,009,194
Agents fee	1,825	1,300		1,300	525
Other bond costs	9,042	8,645		8,645	397
Amortization of bond insurance	11,304			0	11,304
Loss (gain) on bond refunding	(76,764)			0	(76,764)
Total expenditures	<u>\$ 18,019,388</u>	<u>\$ 8,208,364</u>	<u>\$ 0</u>	<u>\$ 8,208,364</u>	<u>\$ 9,811,024</u>
Revenues over/(under) expenditures	\$ 2,598,759	\$ 2,334,892	\$ 556	\$ 2,335,448	
Beginning balance - September 1, 2021	<u>21,085,126</u>	<u>21,043,413</u>	<u>41,713</u>	<u>21,085,126</u>	
Ending balance - June 30, 2022	<u>\$ 23,683,885</u>	<u>\$ 23,378,305</u>	<u>\$ 42,269</u>	<u>\$ 23,420,574</u>	

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
CUSTODIAL FUNDS  
JUNE 30, 2022**

**EL PASO COMMUNITY COLLEGE  
CUSTODIAL FUNDS  
BALANCE SHEET  
JUNE 30, 2022**

	<b><u>Custodial Funds</u></b>
<b>Assets:</b>	
Cash and cash equivalents	\$ <u>258,284</u>
Total assets	\$ <u><u>258,284</u></u>
<b>Liabilities:</b>	
Accounts payable and other liabilities	\$ 0
Total liabilities	\$ <u>0</u>
<b>Fund balance:</b>	
Beginning balance: September 1, 2021	\$ 1,035,815
Increase (decrease) in fund balance	<u>(777,531)</u>
Ending balance: June 30, 2022	\$ <u>258,284</u>
Total liabilities & fund balance	\$ <u><u>258,284</u></u>

**EL PASO COMMUNITY COLLEGE  
CUSTODIAL FUNDS  
STATEMENT OF CHANGES IN FUND BALANCE  
FOR THE TEN MONTHS ENDED JUNE 30, 2022**

	<b><u>Custodial Funds</u></b>
Additions:	
Miscellaneous	\$ <u>255,626</u>
Total additions	\$ <u>255,626</u>
Deductions:	
Scholarship payments to students	\$ 422,602
Transfers to other funds (GASB 84)	<u>610,555</u>
Total deductions	\$ <u>1,033,157</u>
Net increase (decrease) in fund balance	\$ <u><u>(777,531)</u></u>

**EL PASO COMMUNITY COLLEGE  
FINANCIAL STATEMENTS  
TEMPORARY INVESTMENTS  
JUNE 30, 2022**



**PORTFOLIO SUMMARY  
EL PASO COMMUNITY COLLEGE  
JUNE 30, 2022**


PORTFOLIO	Book Value			Market Value		
	Beginning Balance	Change	Ending Balance	Beginning Balance	Change	Ending Balance
Pooled Investments	\$ 230,006,620	\$ (5,988,337)	\$ 224,018,283	\$ 230,006,620	\$ (5,988,337)	\$ 224,018,283
Revenue Bonds	2,511,437	1,456	2,512,893	2,511,437	1,456	2,512,893
Debt Service Reserve Fund	9,559,753	5,544	9,565,297	9,559,753	5,544	9,565,297
<b>Total Portfolio</b>	<b>\$ 242,077,810</b>	<b>\$ (5,981,337)</b>	<b>\$ 236,096,473</b>	<b>\$ 242,077,810</b>	<b>\$ (5,981,337)</b>	<b>\$ 236,096,473</b>

Effective yield for June 30, 2022 = 0.9694%

Benchmark: Average 13-week T-Bill rate for June = 1.5725%

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

Josette Shaughnessy, CPA  
Vice President  
Financial & Administrative Operations



Fernando Flores, CPA  
Associate Vice President  
Budget & Financial Services



Ana P. Zúñiga, CPA  
Comptroller



**EL PASO COMMUNITY COLLEGE  
TEMPORARY INVESTMENTS  
JUNE 30, 2022**

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Pooled Investments</b>								
	TexPool	\$ 166,861,062.04	0.9954	30	05/31/22	06/30/22	\$	\$ 135,202.31
	Texas Daily	59,566,837.99	0.9400	30	05/31/22	06/30/22		46,570.80
	Wells Fargo	3,578,719.67	0.2500	1	05/26/22	05/27/22		24.85
Balance 6/1/2022		\$ 230,006,619.70					\$ 159,328.11	\$ 181,797.96
	TexPool	\$ 3,506,462.62	0.9954	30	05/31/22	06/30/22	\$ 88,547.71	\$ 0.00
	Texas Daily	734,546.84	0.9400	30	05/31/22	06/30/22	34,546.84	0.00
	Wells Fargo	61,416,133.71	0.2500	29	05/26/22	06/24/22	1,568.82	588.47
Purchases & Transfers in June 2022		\$ 65,657,143.17					\$ 124,663.37	\$ 588.47
	TexPool	\$ 8,100,000.00	0.9954	30	05/31/22	06/30/22	\$	\$ 0.00
	Wells Fargo	63,545,480.29	0.2500	29	05/26/22	06/24/22		0.00
Maturities & Transfers in June 2022		\$ 71,645,480.29					\$ 0.00	\$ 0.00
Balance 6/30/22		\$ 224,018,282.58					\$ 283,991.48	\$ 182,386.43
<b>Revenue Bond</b>								
	Texas Daily	\$ 2,511,436.86	0.9400	30	05/31/22	06/30/22	\$	\$ 1,946.29
Balance 6/1/2022		\$ 2,511,436.86					\$ 1,801.40	\$ 1,946.29
	Texas Daily	\$ 1,456.55	0.9400	30	05/31/22	06/30/22	\$ 1,456.55	\$ 0.00
Purchases & Transfers in June 2022		\$ 1,456.55					\$ 1,456.55	\$ 0.00
Balance 6/30/22		\$ 2,512,893.41					\$ 3,257.95	\$ 1,946.29

**EL PASO COMMUNITY COLLEGE  
 TEMPORARY INVESTMENTS  
 JUNE 30, 2022**

	Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
<b>Debt Reserve</b>							
TexPool	\$ 204.45	0.9954	30	05/31/22	06/30/22	\$	\$ 0.00
Texas Daily	9,559,548.19	0.9400	30	05/31/22	06/30/22		7,408.36
Balance 6/1/2022	\$ 9,559,752.64					\$ 4,818.56	\$ 7,408.36
Purchases & Transfers in June 2022	\$ 5,544.23	0.9400	30	05/31/22	06/30/22	\$ 5,544.23	\$ 0.00
	\$ 5,544.23					\$ 5,544.23	\$ 0.00
Balance 6/30/22	\$ 9,565,296.87					\$ 10,362.79	\$ 7,408.36
All Funds	\$ 236,096,472.86					\$ 297,612.22	\$ 191,741.08

## BOARD POLICY ABSTRACT

<b>Policy to be Considered:</b> Freedom From Discrimination, Harassment, and Retaliation Sex and Sexual Violence	<b>Policy #:</b> FFDA (Local)
<b>Policy Section:</b> F (Students)	<input type="checkbox"/> <b>New</b> <input checked="" type="checkbox"/> <b>Revision</b>
<b>Action:</b> <input checked="" type="checkbox"/> For Adoption ( <input checked="" type="checkbox"/> Approval)	
<b>Resource Person:</b> Julie Penley	
<p><b>Purpose:</b>                    To transition EPCC Board Policies to the Texas Association of School Boards (TASB) format and organizational system. EPCC’s Board of Trustees authorized Dr. Serrata to begin this work and execute four TASB agreements at its October 2019 Regular Meeting, including the Community College Policy On-Line Service Agreement and the Community College Localization Agreement.</p>	
<p><b>Explanation:</b>    TASB (Legal) Policies compile federal and state laws, as well as court decisions, and provide a statutory context for TASB (Local) Policies. TASB (Legal) Policies are posted in EPCC’s TASB Portal: <a href="https://pol.tasb.org/Home/Index/435">https://pol.tasb.org/Home/Index/435</a></p> <p style="margin-left: 40px;">This revision reflects a title change for the Title IX Coordinator receiving student complaints. The Board of Trustees approved the original policy in January 2021.</p>	
<b>Recommendation:</b> Approval by the Board of Trustees.	

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

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**Statement of  
Nondiscrimination**

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

**Definitions**

*Discrimination*

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

*Sexual Harassment  
By an Employee*

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

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

*By Others*

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

*Sexual Violence*

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

*Dating Violence*

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

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

*Domestic  
Violence*

“Domestic violence” means violence committed by:

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

*Stalking*

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

For the purposes of this definition:

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

*Examples*

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

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

Gender-Based Harassment

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

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

*Examples*

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

Prohibited Conduct

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

Complainant

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

Respondent

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

Confidential Employee

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

nonprofessional counselor or advocate designated in administrative procedures as a confidential source.

**Reporting  
Procedures**

Student Report

A victim of prohibited conduct has the right to report the incident to the College District and to receive a prompt and equitable resolution of the report.

Any student who believes that the student has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to the Title IX coordinator, the College President, or another employee. A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation. A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct.

Alternatively, a student may submit the report electronically through the College District's website. The submission of an anonymous electronic report may impair the College District's ability to investigate and address the prohibited conduct.

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

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

*Exception*

Absent consent or unless required by law, a student designated in administrative regulations as a student advocate to whom another student may speak confidentially concerning prohibited conduct may not disclose any communication made by the other student.

Employee Report

Any College District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct, regardless of when or where the incident occurred, shall immediately notify the Title IX coordinator and shall take any other steps required by this policy. Additionally, the employee may report to the College President or designee.

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

*Exceptions*

Disclosure at  
Event

A person who received the information solely from a disclosure at a sexual harassment, sexual assault, dating violence, or stalking public awareness event sponsored by a postsecondary educational



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

Employee  
Subject to  
Confidentiality  
Rules

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

Peace Officer

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

Prior Report

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

**Title IX Coordinator**

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

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

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

Telephone: (915) 831-2640

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

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

**Responsible Employees**

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

**Timely Reporting**

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

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

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

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

Formal Complaint	To be considered a formal complaint under Title IX, the complainant or the Title IX coordinator must sign the written report.
Notice to Parties	<p>The notice to the parties must describe the allegations and the formal and informal options for resolution of the complaint. The notice must state that the respondent is presumed not responsible until a determination regarding responsibility is made. The notice must also include information regarding the option to select an advisor, the opportunity to inspect and review evidence, and the prohibition on knowingly making false statements or submitting false information during the investigation and any ensuing proceedings.</p> <p>If the allegations are subsequently amended, the College District shall provide an updated notice reflecting the new allegations.</p>
Informal Resolution	The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution of the complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within ten days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process. This process is not available in situations where an employee is alleged to have sexually harassed a student.
Formal Resolution	If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation, except as provided below at Criminal or Regulatory Investigation.
Supportive Measures	If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to address prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive

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measures include academic accommodations, such as extensions of deadlines or other course-related adjustments and modifications of class schedules; housing and dining modifications; temporary removal from an education program or activity in accordance with law; counseling; health services; campus escort services; mutual restrictions on contact between the parties; and increased security and monitoring of certain areas of the campus.

College District  
Investigation

The investigation may be conducted by the Title IX coordinator or designee or by a third party designated by the College District, such as an attorney.

The investigation may consist of personal interviews with the complainant, the respondent, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

The parties shall be provided an equal opportunity to present witnesses and evidence and to inspect and review any directly related evidence obtained by the College District so that the parties may meaningfully respond during the investigation process. The parties expected to participate in an investigative interview or other meeting shall be provided written notice in enough time to prepare to participate.

At least ten days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.

Criminal or  
Regulatory  
Investigation

If a law enforcement or regulatory agency notifies the College District that a criminal or regulatory investigation has been initiated, the College District shall confer with the agency to determine if the College District's investigation would impede the criminal or regulatory investigation. The College District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has completed gathering its evidence, the College District shall promptly resume its investigation. Any delay under this provision shall constitute good cause for an extension of timelines established by this policy and associated procedures.

**Concluding the  
Investigation**

The investigation shall be completed within a reasonable time, not to exceed 30 days from the date of the report.

The investigator shall prepare a written report of the investigation. The investigation report shall be filed with the Title IX coordinator within five days following the completion of the investigation.

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

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

*Exception*

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

*Improper Conduct*

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

**Dismissal of Complaint**

Mandatory Dismissal

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

Permissive Dismissal

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

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

Notice of Dismissal

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

**Confidentiality**

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

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

**Retaliation**

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

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

Examples

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

**Failure to Report and False Claims**

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

**Appeal**

Discipline or  
Corrective Action

*Students*

Suspension

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

Expulsion

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

Other Action

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

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

<sup>1</sup> Title IX Coordinator email: <mailto:camaya3@epcc.edu>

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



## BOARD POLICY ABSTRACT

<b>Policies to be Considered:</b> TASB Local Policies	<b>Policy #:</b> see list below
<b>Policy Section:</b> C (Business and Support Services) D (Personnel) E (Instruction)	<input type="checkbox"/> <b>New</b> <input checked="" type="checkbox"/> <b>Revision</b>
<b>Action:</b> <input type="checkbox"/> For information only ( <input type="checkbox"/> 1 <sup>st</sup> Reading) <input checked="" type="checkbox"/> For Adoption ( <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading and Approval)	
<b>Resource Person:</b> Julie Penley	
<p><b>Purpose:</b>            To ensure El Paso County Community College District (EPCCCD) Local Policies remain current, the Board of Trustees authorized the College President at its October 2019 Regular Meeting to execute a Community College District Policy Updating Services Agreement with the Texas Association of School Boards' (TASB). This Agreement includes numbered Local Manual Updates in response to changing legal authority.</p> <p><b>Explanation:</b>    TASB (Legal) Policies compile federal and state laws, as well as court decisions, and provide a statutory context for TASB (Local) Policies. TASB (Legal) Policies are posted in EPCC's TASB Portal: <a href="https://pol.tasb.org/Home/Index/435">https://pol.tasb.org/Home/Index/435</a></p> <p>As part of Local Manual Update 43, TASB recommends adoption of the attached Local Policies based on the rationale below.</p> <p><b>CIA</b> (Equipment and Supplies Management: Records Management). Recommended revisions to this local policy update a citation and address recently revised Administrative Code provisions related to the management of Electronic Records, including language detailing requirements for procedures. The Texas State Library and Archives Commission (TSLAC) stated that the submission of a local policy based on the TASB model policy CIA (LOCAL) satisfies the requirement to submit the college district's records management policy and any amendments to that policy.</p> <p><b>CJ</b> (Transportation Management). Recommended revisions to this local policy clarify that the existing language in this policy relates to Student Travel. An additional internal change includes requiring the driver to be a full-time District employee.</p> <p><b>DGC</b> (Employee Rights and Privileges: Employee Expression and Use of College Facilities). All previous content in this policy describing Employee Solicitation has been moved to the new standalone policy at DHC on Employee Solicitations. References to DHC have been added to this policy where appropriate.</p> <p><b>DHA</b> (Employee Standards of Conduct: Searches and Alcohol/Drug Testing). All previous content from DHB has been moved to this policy without changes to accommodate the new Employee Solicitations policy at DHC.</p>	

**DHB** (Employee Standards of Conduct: Child Abuse and Neglect Reporting). To accommodate the new Employee Solicitations policy at DHC: (1) this policy has been renamed, and all previous content from this policy has been moved to DHA; and (2) All previous content from DHC has been moved to this policy. In addition, HB 3379 requires a person to report child abuse and neglect if the person has reasonable cause, instead of cause, to believe that child abuse or neglect has occurred or may occur. In response, at Reporting, references to “cause” are recommended to be revised to “reasonable cause.”

**ECC** (Instructional Arrangements: Course Load and Schedules). Recommended revisions to this local policy incorporate references to updated Administrative Code language that addresses factors a college district must consider when determining if a disaster significantly affects the students’ ability to participate in coursework for purposes of allowing students to drop courses due to the disaster. An additional internal change includes correcting the length of the summer semesters

**EDA** (Instructional Resources: Instructional Materials). Recommended revisions to this local policy incorporate references to course materials, reflecting the terminology found in HB 1027.

**Recommendation:** Approval by the Board of Trustees.

EQUIPMENT AND SUPPLIES MANAGEMENT  
RECORDS MANAGEMENT

CIA  
(LOCAL)

The College President shall oversee the performance of records management functions prescribed by state and federal law:

- Records administrator, as prescribed by Local Government Code 176.001 and 176.0065. [See BBFA, CIA, and CFE]
- Officer for public information, as prescribed by Government Code 552.201–.205. [See GCB]
- Public information coordinator, as prescribed by Government Code 552.012. [See BBD]

**Local Government  
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

Local Government  
Record

Records  
Management  
Officer

The director of records management shall serve as and perform the duties of the College District’s records management officer, as prescribed by Local Government Code 203.023, and shall administer the College District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

*Notification*

The records management officer shall file the officer’s name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the College District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control  
Schedules

The records management officer shall file with the TSLAC a written certification that the College District has adopted records control

schedules that comply with records retention schedules issued by the TSLAC as provided by law.

**Website Postings**

The College District's records management program shall address the length of time records will be posted on the College District's website when the law does not specify a posting period.

**Records Destruction Practices**

All local government records shall be considered College District property and any unauthorized destruction or removal shall be prohibited. The College District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the College District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

**Training**

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable College District staff are trained on the College District's records management program, including this policy and corresponding procedures.

TRANSPORTATION MANAGEMENT

CJ  
(LOCAL)

**Student Travel**

Modes of  
Transportation

Modes of transportation used for student travel shall include, but are not limited to, cars, vans, and buses. Travel arrangements for student groups shall be made in accordance with administrative regulations.

Driver  
Requirements

A driver who is transporting students in College District-owned or -leased vehicles must:

1. Be an-a full-time employee of the College District.
2. Hold a valid driver's license appropriate for the vehicle to be driven. A driver of a commercial motor vehicle must have a commercial driver's license.
3. Have an acceptable driving record.

Safety Standards

The driver shall ensure that the number of passengers does not exceed the designed capacity of the vehicle and that each passenger is secured by a safety belt, if provided.

Driver Fatigue

A driver shall not drive for more than eight consecutive hours without taking a 60-minute break or relief from driving.

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

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**Academic Freedom**

Faculty members are entitled to academic freedom in the conduct of research and teaching and are tasked with the associated responsibilities. To this end, the College District endorses the academic freedom principles set forth in the [Statement of Principles on Academic Freedom and Tenure \(PDF\)](#)<sup>1</sup> published by the Association of American Colleges and Universities and the American Association of University Professors.

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

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

**Distribution of Literature**

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the College District shall not be sold, circulated, distributed, or posted on any College District premises by any employee or employee organization, except in accordance with this policy.

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

**Limitations on Content**

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

1. The materials are obscene;
2. The materials contain defamatory statements about public figures or others;
3. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action;
4. The materials are considered prohibited harassment [see DIA series and FFD series];
5. The materials constitute nonpermissible solicitation [see DHC]; or

EMPLOYEE RIGHTS AND PRIVILEGES  
EMPLOYEE EXPRESSION AND USE OF COLLEGE FACILITIES

DGC  
(LOCAL)

6. The materials infringe upon intellectual property rights of the College District [see CT].

**Time, Place, and  
Manner Restrictions**

Distribution of materials shall be conducted in a manner that:

1. Is not disruptive to College District operations;
2. Does not impede reasonable access to College District facilities;
3. Does not result in damage to College District property;
4. Does not interfere with the rights of others; and
5. Does not violate local, state, or federal laws or College District policies and procedures.

The distributor shall clean the area around which the literature was distributed of any materials that were discarded or leftover.

The events coordinator, for events held at the administrative services center (ASC), or the campus dean, for events held at a College District campus, shall designate times, locations, and means by which materials that are appropriate for distribution, as provided in this policy, may be made available or distributed by employees or employee organizations to employees or others in College District facilities and areas that are not considered common outdoor areas.

**Use of Facilities and  
Grounds**

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

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

**Requests**

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

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

*Approval*

The ASC events coordinator or campus dean shall approve or reject the request in accordance with provisions and deadlines set

out in this policy and administrative procedures, without regard to the religious, political, philosophical, ideological, academic viewpoint, or other content of the speech likely to be associated with the employees' or employee organization's use of the facility.

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

1. The College District facility requested is unavailable, inadequate, or inappropriate to accommodate the proposed use at the time requested;
2. The applicant is under a disciplinary penalty or sanction prohibiting the use of the facility;
3. The proposed use includes nonpermissible solicitation [see DHC];
4. The proposed use would constitute an immediate and actual danger to the peace or security of the College District that available law enforcement officials could not control with reasonable efforts;
5. The applicant owes a monetary debt to the College District and the debt is considered delinquent;
6. The proposed activity would disrupt or disturb the regular academic program;
7. The proposed use would result in damage to or defacement of property or the applicant has previously damaged College District property; or
8. The proposed activity would constitute an unauthorized joint sponsorship with an outside group.

The ASC events coordinator or campus dean shall provide the applicant a written statement of the grounds for rejection if a request is denied.

*Common  
Outdoor Area  
Exception*

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

1. The person's conduct is unlawful;
2. The use would constitute an immediate and actual danger to the peace or security of the College District that available law enforcement officials could not control with reasonable efforts;



EMPLOYEE RIGHTS AND PRIVILEGES  
EMPLOYEE EXPRESSION AND USE OF COLLEGE FACILITIES

DGC  
(LOCAL)

3. The use would materially or substantially disrupt or disturb the regular academic program; or
4. The use would result in damage to or defacement of property.

Announcements  
and Publicity

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

Identification

Employees and employee organizations using College District facilities must provide identification when requested to do so by a College District representative.

**Violations**

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

Interference with  
Expression

Faculty, students, or student organizations that interfere with the expressive activities permitted by this policy shall be subject to disciplinary action in accordance with the College District's discipline policies and procedures. [See DH, FM, and FMA]

**Appeals**

Decisions made by the administration under this policy may be appealed in accordance with DGBA(LOCAL) and FLD(LOCAL) as applicable.

**Publication**

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

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<sup>1</sup> 1940 Statement of Principles on Academic Freedom and Tenure (PDF): <https://www.aaup.org/file/1940%20Statement.pdf>

EMPLOYEE STANDARDS OF CONDUCT  
SEARCHES AND ALCOHOL/DRUG TESTING

DHA  
(LOCAL)

**Reasonable  
Suspicion Searches**

The College District reserves the right to conduct searches when the College District has reasonable cause to believe that a search will uncover evidence of work-related misconduct. The College District may search the employee, the employee's personal items, work areas, lockers, and private vehicles parked on College District premises or worksites or used in College District business. Searches that reveal a violation of the College District's standards of conduct may result in disciplinary action. [See DH]

**Reasonable  
Suspicion Alcohol  
and Drug Testing**

The College District may remove an employee from duty and require testing if there is reasonable suspicion that the employee is under the influence of alcohol or drugs used in violation of College District policy. The determination of reasonable suspicion may be based on specific observations of the appearance, behavior, speech, or body odors of the employee whose motor ability, emotional equilibrium, or mental acuity seems to be impaired while on duty or other relevant information. Any employee who is asked to submit to drug or alcohol screening shall be given the opportunity to provide relevant information about prescription or nonprescription medications that may affect the screening.

A College District employee who refuses to comply with a directive to submit to testing based upon reasonable suspicion shall be subject to disciplinary action, up to and including termination.

A College District employee confirmed to have violated the College District's policy pertaining to alcohol or drugs may be subject to disciplinary action. [See DM series and DH]

EMPLOYEE STANDARDS OF CONDUCT  
CHILD ABUSE AND NEGLECT REPORTING

DHB  
(LOCAL)

**Reporting**

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a responsibility under state law to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child has an additional legal obligation to submit a written or oral report within 48 hours after the professional first has reasonable cause to believe the abuse or neglect has occurred or may be occurring. A "professional" is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

**Making a Report**

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)<sup>1</sup>;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill the person's responsibilities under the law by only reporting suspicion of abuse or neglect to the College President or another College District staff member. The College

EMPLOYEE STANDARDS OF CONDUCT  
CHILD ABUSE AND NEGLECT REPORTING

DHB  
(LOCAL)

District shall not require an employee to first report the employee's suspicion to a College District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential and shall be disclosed only in accordance with the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failure to Report

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report; and
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities  
Regarding  
Investigations**

In accordance with law, College District officials shall be prohibited from:

1. Denying an investigator's request to interview a child on campus in connection with an investigation of child abuse or neglect;
2. Requiring a parent or College District employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

College District personnel shall cooperate fully and without parental consent with an investigation of reported child abuse or neglect.

**Adverse  
Employment Action  
Prohibited**

The College District prohibits any adverse employment action, including termination or discrimination, against any employee who in good faith reports child abuse or neglect or participates in a related investigation.

**Training**

The College District shall provide training to employees as required by law. Training shall address reporting requirements and techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children.

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

INSTRUCTIONAL ARRANGEMENTS  
COURSE LOAD AND SCHEDULES

ECC  
(LOCAL)

**Course Load**

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

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

**Limitation on  
Number of Dropped  
Courses**

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

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

**Exceptions for  
Good Cause**

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

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

INSTRUCTIONAL ARRANGEMENTS  
COURSE LOAD AND SCHEDULES

ECC  
(LOCAL)

8. A disaster declared by the governor that prevents or limits in-person course attendance for a period determined by the College District, in accordance with law, to significantly affect the student's ability to participate in coursework.

Exception for  
Reenrolled  
Students

A qualifying reenrolled student may drop a seventh course in accordance with law.

Exception for  
COVID-19  
Pandemic

A course dropped by a student during the 2020 spring or summer semester or the 2020–21 academic year because of a bar or limit on in-person course attendance due to the COVID-19 pandemic may not be counted toward the limit on the number of dropped courses.

Procedures

The College President shall develop procedures to implement this policy and shall publish the procedures in the College District catalog.

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS

EDA  
(LOCAL)

**Selection of Course  
Materials**

The College President shall establish procedures for adopting, reviewing, and changing course materials, including textbooks. The procedures shall incorporate faculty participation.



Exhibit 3.1  
Full-Time Institutionally-Funded Actions

**Cepeda, Esperanza**

Lab Manager  
Professional Staff  
Art, Communication, Career & Technical  
Education & Social Science  
08/01/22 – 08/31/22  
Grade D  
Competitive Appointment  
(Replacement Action)

**Guerrero, Angela**

Instructor  
Faculty  
Nursing  
Tenure Track\*  
08/15/22 – 05/13/23  
Grade C/2  
Competitive Appointment  
(Replacement Action)

**Cordova, Enid**

Executive Office Manager  
Professional Staff  
Research, Accreditation & Planning  
08/01/22 – 08/31/22  
Grade D  
Competitive Appointment  
(Replacement Action)

**Guzman, Francisco**

Peace Officer I  
Classified Staff  
Police Department  
08/01/22 – 08/31/22  
Grade D  
Competitive Appointment  
(Replacement Action)

**Flores, Lourdes**

Payroll Specialist  
Classified Staff  
Accounting Services  
08/01/22 – 08/31/22  
Grade E  
Competitive Appointment  
(Replacement Action)

**Hinojosa, Felix**

Interim Director, Student Leadership & Campus  
Life  
Administrator  
Student Leadership & Campus Life  
Temporary Status  
07/01/22 – 08/31/22  
Grade C  
Noncompetitive Appointment  
(Replacement Action)

**Guerrero, Ana**

Instructor  
Faculty  
Respiratory Care Technology  
Temporary (Lecturer) Status  
08/15/22 – 05/13/23  
Grade A/5  
Extension of Appointment

**Huerta, Yvette**

Director, Institutional Effectiveness  
Administrator  
Institutional Effectiveness  
07/07/22 – 08/31/22  
Grade C  
Temporary Increase in Responsibilities (10%)

Exhibit 3.1  
Full-Time Institutionally-Funded Actions

**Karichev, Nadezda**

Instructor  
Faculty  
Information Technology  
Tenure Track\*  
08/15/22 – 05/13/23  
Grade C/2  
Competitive Appointment  
(Replacement Action)

**Ornelas, Maribel**

Associate Comptroller, Financial Operations  
Professional Staff  
Accounting Services  
08/08/22 – 08/31/22  
Grade F  
Competitive Appointment  
(Replacement Action)

**Lagunas Cervantes, Melissa**

Instructor  
Faculty  
Nursing  
Temporary (Lecturer) Status  
08/15/22 – 05/13/23  
Grade C/5  
Competitive Appointment  
(Replacement Action)

**Ramirez, Jessica**

Purchasing Customer Service Specialist  
Classified Staff  
Purchasing & Contract Management  
08/01/22 – 08/31/22  
Grade D  
Competitive Appointment  
(Replacement Action)

**Martinez, Heber**

Instructor  
Faculty  
Physics  
Temporary (Lecturer) Status  
8/15/22 – 05/13/23  
Grade H/2  
Competitive Appointment  
(Replacement Action)

**Ruz, Raymond**

Peace Officer I  
Classified Staff  
Police Department  
08/01/22 – 08/31/22  
Grade D  
Competitive Appointment  
(Replacement Action)

**Nunez, Jesus**

Peace Officer I  
Classified Staff  
Police Department  
08/01/22 – 08/31/22  
Grade D  
Competitive Appointment  
(Replacement Action)

**Stepp, James**

Instructor  
Faculty  
Government  
Tenure Track\*  
08/15/22 – 05/13/23  
Grade C/2  
Competitive Appointment  
(Replacement Action)

Exhibit 3.1  
Full-Time Institutionally-Funded Actions

**Valenzuela, Erich**

Instructor  
Faculty  
Chemistry  
Temporary (Lecturer) Status  
08/15/22 – 05/13/23  
Grade C/3  
Competitive Appointment  
(Replacement Action)

**Valverde, April**

Instructor  
Faculty  
Nursing  
Temporary (Lecturer) Status  
08/15/22 – 05/13/23  
Grade C/2  
Noncompetitive Appointment  
(Replacement Action)

**Williams, James**

Instructor  
Faculty  
Echocardiography  
Tenure Track\*  
08/15/22 – 05/13/23  
Grade B/24  
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 3.2  
Full-Time Externally-Funded Actions

**Dominguez, Leticia**

Manager, College Assistance Migrant  
Program  
Professional Staff  
Community Education Program  
College Assistance Migrant Program  
Temporary Status  
07/01/22 – 07/31/22  
Grade D  
Extension of Appointment

**Wilson, Jaymi**

Instructional Designer  
Professional Staff  
Curriculum & Instructional Development  
D.O.E. Institutional Resilience & Expanded  
Postsecondary Opportunity  
Temporary Status  
06/01/22 – 08/31/22  
Grade C  
Noncompetitive Appointment  
(New Position)

Exhibit 3.3  
Information Items  
(No Action Required)

Resignations:

**Dorado-Grove, Alfredo**  
Student Services Assistant  
Counseling Department  
05/31/22

**Fraire, Miguel**  
Property Control Assistant  
Property Control Management  
06/27/22

**Gonzalez, Marlib**  
Assistant Director, Student Leadership &  
Campus Life  
Student Leadership & Campus Life  
06/30/22

**Quezada, Jacqueline**  
Manager, Online Enrollment Services  
Student & Enrollment Services  
06/30/22

**Richardson, Carolina**  
Instructor  
Foreign Language  
08/09/22

Retirements:

**Beltran, Laura**  
Career & Transfer Services Specialist  
Career & Transfer Services  
07/31/22

**Cropper, Linda**  
Instructor  
Travel & Tourism  
06/30/22

## FINANCIAL SERVICES ABSTRACT

<b>Item(s) to be Considered:</b>	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; and crisis management insurance.	<b>Amount (Not to Exceed):</b> \$1,109,795										
<b>Requestor:</b>	Ruben Gallardo	<b>Area Responsible:</b> Purchasing & Contract Management										
<b>Resource Persons:</b>	Josette Shaughnessy, Ruben Gallardo											
<b>Purpose:</b>	Approval of a one (1) year contract award for district-wide insurance for the period of September 1, 2022 through August 31, 2023.											
<b>Explanation:</b>	<p>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, the following insurance coverages will be procured from Liberty Mutual through this agreement: commercial property including inland marine; commercial automobile including garage keeper; and general, cyber, law enforcement, educators legal, and umbrella liability. Liberty Mutual Insurance is "A" rated (excellent) with a stable outlook by A.M. Best.</p> <p>On May 30, 2022, the College received notice of non-renewal of the college's current educators legal liability policy, the term of which expires on August 31, 2022. The reason for this is that Berkley Assurance Company has decided to no longer offer coverage for this class of business in this market, which should not be reflective of the College as a client. The expiring policy, purchased by the College in 2021, allows for the optional purchase of a one-year extended reporting period to file claims that may have been known to the College, but for whatever reason have not yet been reported to Berkley. After performing its due diligence, the Administration recommends the purchase of this one-year extended reporting period. The one-time cost for this is \$121,286.</p> <p>The aforementioned extended reporting period through Berkley Assurance Company, this year's excess crime insurance through Travelers Insurance, and this year's crisis management policy through XL Specialty Insurance Company 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.</p> <p>Liberty Mutual has offered an educators legal liability policy to replace the non-renewed Berkley policy for \$132,960. USI procured a comparison quote from another carrier, but that quote had a much higher deductible and a premium of \$157,912. The new Liberty Mutual educators legal liability policy quoted includes unknown acts coverage.</p> <p>The College insures over a half billion dollars of property. Last year, property values were adjusted upward somewhat to try to "keep up" with the increased cost of construction. Since then, replacement costs have continued to increase, and this year, the overall value of the College's buildings and their contents increased from \$527,060,921 to \$617,900,079. This includes the addition of the new 7-story building at the Rio Grande Campus. Due to this increase, and to a lesser degree continued payouts by the insurance industry at large, weather and fire-related claims, there was an increase in the property insurance premium of \$101,754.</p> <p>The following page outlines a comparison between the current, expiring insurance premium set and the proposed "renewal" insurance premium set, as well as additional details. It should be noted that the cyber liability coverage mentioned therein and above includes only a very modest limit under the section for "ransomware." After submittal of a completed application for a more robust cyber insurance policy, the Administration hopes to bring before the Board a separate recommendation for the purchase of a more robust cyber security insurance policy.</p> <p>This item requests permission to procure insurance in the amount of \$1,056,948 as outlined on the following page and further includes an additional 5% contingency for any additions that may be needed during the fiscal year, or \$52,847, for a total of \$1,109,795, and the proposed rates for attorneys assigned to defend claims.</p>											
Funding is provided by the Insurance Property Account. <b>The one-time extended reporting endorsement of \$121,286 will be funded by the contingency fund.</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Date:</td> <td style="text-align: right;"><u>09/01/22</u></td> </tr> <tr> <td>Account:</td> <td style="text-align: right;"><u>11000-77002</u></td> </tr> <tr> <td>Budget:</td> <td style="text-align: right;"><u>\$988,509</u></td> </tr> <tr> <td>Expenditures to date:</td> <td style="text-align: right;"><u>-0-</u></td> </tr> <tr> <td>Balance:</td> <td style="text-align: right;"><u>\$988,509</u></td> </tr> </table>		Date:	<u>09/01/22</u>	Account:	<u>11000-77002</u>	Budget:	<u>\$988,509</u>	Expenditures to date:	<u>-0-</u>	Balance:	<u>\$988,509</u>
Date:	<u>09/01/22</u>											
Account:	<u>11000-77002</u>											
Budget:	<u>\$988,509</u>											
Expenditures to date:	<u>-0-</u>											
Balance:	<u>\$988,509</u>											
<b>Recommendation:</b>	Approval by the Board of Trustees.											
<b>Vendor:</b>	USI Southwest, Inc. 303 N. Oregon Street, Suite 310 El Paso, TX 79901											

# Premium Summary

Coverage	Expiring Premium	Renewal Premium
	Travelers Insurance Berkley Assurance XL Specialty Insurance	Liberty Mutual Berkley Insurance Travelers Insurance XL Specialty Insurance
<b>Package</b>		
- Property (incl Inland Marine)	\$469,088	<b>\$570,842</b>
- General Liability (incl Cyber Liability)	\$65,448	<b>\$81,047</b>
- Automobile	\$87,579	<b>\$89,604</b>
- Garagekeepers Coverage – Direct Primary		<b>\$525</b>
- Law Enforcement	\$13,127	<b>\$15,410</b>
- Educators Legal Liability	See below	<b>\$132,960</b>
- Umbrella	\$11,969	<b>\$15,280</b>
<b>Educators Legal Liability</b>	\$156,002	<b>Included above</b>
• 12 Month Extended Reporting with Berkley Ins.		<b>\$121,286</b>
<b>Excess Crime</b>	\$22,007	<b>\$22,853</b>
<b>Crisis Management</b> (2 <sup>nd</sup> year of 3 year policy) (3 <sup>rd</sup> year of 3 year policy)	\$7,141	<b>\$7,141</b>
<b>Total Annual Premium</b>	<b>\$832,361</b>	<b>\$1,056,948</b>

### Property Changes:

- Adding New Rio Grande building
- **TOTAL INSURED VALUES (TIV)** increased from \$527,060,921 to \$617,900,079  
Building Value to 9 locations decreased per replacement cost appraisal done by Liberty Mutual  
Building Values to 31 locations increased per replacement cost appraisal done by Liberty Mutual

### General Liability & Umbrella:

- The biggest part of the General Liability rating basis is the total square footage of all the college’s buildings. This year the college’s total square footage increased significantly. The total General Liability premium increased 23%; 5% rate increase by Liberty Mutual due increased Sexual Abuse, Law Enforcement and Cyber Liability claims nationwide and 18% due to the college adding the new Rio Grande building.
- The umbrella rating is based on the premiums for the underlying coverages; General Liability, Law Enforcement, Sexual Abuse and Molestation/Misconduct and Employee Benefits.

### Auto Changes:

- Deleted 8 units

### Educators Legal Liability:

- Liberty Mutual is offering coverage; \$1M limit with \$25k ded and Full Prior Unknown Acts Coverage
- Liberty Mutual is offering Choice of Legal Counsel Endorsement contingent on ScottHulse and Liberty Mutual agreeing to fee schedule
- Optional ELL quote received from QBE Specialty Insurance – Annual Premium \$157,912.13. \$1M limit with \$100k deductible

### Extended Reporting Endorsement offer by Berkley Insurance Company for Educators Legal Liability coverage:

- 12 Month SERP: \$121,285.50
- 24 Month SERP: \$195,142.50

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.



## FINANCIAL SERVICES ABSTRACT


<b>Item(s) to be Considered:</b>	Discussion and action on the approval of contracts with several purchasing cooperative-awarded vendors for the district-wide purchase of office products.	<b>Amount (Not to Exceed):</b> \$750,000 <i>(Estimated annual aggregate amount)</i>												
<b>Requestor:</b>	Ruben Gallardo	<b>Area Responsible:</b> Purchasing & Contract Management												
<b>Resource Persons:</b>	Josette Shaughnessy, Ruben Gallardo													
<b>Purpose:</b>	To request approval of contracts with various vendors as district-wide suppliers of office products for the period of September 1, 2022 – August 31, 2023.													
<b>Explanation:</b>	<p>The District uses office supplies and products in the course of normal operations.</p> <p>Purchase requests are placed on-line and departments receive next day 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.</p> <p>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 Contacts. Each contract was competitively awarded.</p> <p><b>Awarded vendors:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><i>Through OMNIA Partners #19-12R</i></td> <td style="width: 33%;"><i>Through Region 19 #20-7373</i></td> <td style="width: 33%;"><i>Through Region 19 #20-7373</i></td> </tr> <tr> <td>ODP Business Solutions, LLC</td> <td>Pencil Cup Office Products Inc.</td> <td>El Paso Office Products</td> </tr> <tr> <td>1313 George Dieter Dr., Ste. B</td> <td>1701 Texas Ave.</td> <td>1550 Lionel</td> </tr> <tr> <td>El Paso, TX 79936</td> <td>El Paso, Texas 79901</td> <td>El Paso, Texas 79936</td> </tr> </table> <p>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.</p> <p>Funding is provided by each individual College department’s budget.</p>		<i>Through OMNIA Partners #19-12R</i>	<i>Through Region 19 #20-7373</i>	<i>Through Region 19 #20-7373</i>	ODP Business Solutions, LLC	Pencil Cup Office Products Inc.	El Paso Office Products	1313 George Dieter Dr., Ste. B	1701 Texas Ave.	1550 Lionel	El Paso, TX 79936	El Paso, Texas 79901	El Paso, Texas 79936
<i>Through OMNIA Partners #19-12R</i>	<i>Through Region 19 #20-7373</i>	<i>Through Region 19 #20-7373</i>												
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1313 George Dieter Dr., Ste. B	1701 Texas Ave.	1550 Lionel												
El Paso, TX 79936	El Paso, Texas 79901	El Paso, Texas 79936												
<b>Recommendation:</b>	Approval by the Board of Trustees.													
<b>Vendors:</b>	Various - see above.													



## FINANCIAL SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the procurement of advertising services from various radio stations for fiscal year 2022-2023.	<b>Amount (Not to Exceed):</b> \$300,000 <i>(Annual aggregate)</i>						
<b>Requestor:</b> Jim Heiney	<b>Area Responsible:</b> Marketing & Community Relations						
<b>Resource Persons:</b> Keri Moe, Jim Heiney							
<b>Purpose:</b> To request approval to award contracts for College advertising to various radio stations for fiscal year 2022-2023.							
<b>Explanation:</b> Radio stations define their audience by age, gender, income, education and other demographics in creating the station's format. The radio station formats reach EPCC's diverse targeted audiences. The radio stations listed below are sole source providers due to individual proprietary broadcasting rights.							
<p style="margin-left: 40px;"><u>El Paso Radio Stations and Formats:</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">           KLAQ 95.5 (Album Oriented Rock)            KSII 93.1 (Hot Contemporary Adult)            KROD 600 AM (Sports Talk Radio)            KPRR 102.1 (Contemporary Hit Rhythmic)            KTSM 99.9 (Soft Adult Contemporary)            KHEY 96.3 (Country)            KINT 93.9 (Regional/Contemporary)         </td> <td style="width: 50%; vertical-align: top;">           KYSE 94.7 (Norteña, Grupera)            KSVE 1650 (Spanish Talk)            KOFX 92.3 (Classic Hits)            XHTO 104.3 (Contemporary Hits)            XHEM 103.5 (Mexican Regional)            KBNA 97.5 (Spanish Regional)            XHPX-FM (EXA FM 98.3) (Spanish Contemporary Hits)         </td> </tr> </table> <p style="margin-left: 40px;">Sole source letters follow this item.</p> <p style="margin-left: 40px;">Funding is provided by the Marketing &amp; Community Relations budget and other College departments.</p>		KLAQ 95.5 (Album Oriented Rock) KSII 93.1 (Hot Contemporary Adult) KROD 600 AM (Sports Talk Radio) KPRR 102.1 (Contemporary Hit Rhythmic) KTSM 99.9 (Soft Adult Contemporary) KHEY 96.3 (Country) KINT 93.9 (Regional/Contemporary)	KYSE 94.7 (Norteña, Grupera) KSVE 1650 (Spanish Talk) KOFX 92.3 (Classic Hits) XHTO 104.3 (Contemporary Hits) XHEM 103.5 (Mexican Regional) KBNA 97.5 (Spanish Regional) XHPX-FM (EXA FM 98.3) (Spanish Contemporary Hits)				
KLAQ 95.5 (Album Oriented Rock) KSII 93.1 (Hot Contemporary Adult) KROD 600 AM (Sports Talk Radio) KPRR 102.1 (Contemporary Hit Rhythmic) KTSM 99.9 (Soft Adult Contemporary) KHEY 96.3 (Country) KINT 93.9 (Regional/Contemporary)	KYSE 94.7 (Norteña, Grupera) KSVE 1650 (Spanish Talk) KOFX 92.3 (Classic Hits) XHTO 104.3 (Contemporary Hits) XHEM 103.5 (Mexican Regional) KBNA 97.5 (Spanish Regional) XHPX-FM (EXA FM 98.3) (Spanish Contemporary Hits)						
<b>Recommendation:</b> Approval by the Board of Trustees.							
<b>Vendors:</b> <table style="width: 100%; border: none; margin-top: 10px;"> <tr> <td style="width: 50%; vertical-align: top;">           Townsquare Media, LLC            4180 N. Mesa            El Paso, TX 79902            KLAQ KSII KROD (600 ESPN)         </td> <td style="width: 50%; vertical-align: top;">           iHeart MEDIA            4045 N. Mesa            El Paso, TX 79902            KPRR KTSM KHEY         </td> </tr> <tr> <td style="width: 50%; vertical-align: top; margin-top: 10px;">           Entravision Communications            5426 N. Mesa            El Paso, TX 79912            KINT KYSE KOFX KSVE         </td> <td style="width: 50%; vertical-align: top; margin-top: 10px;">           MVS/EXA Radio            5862 Cromo            Suite 151            El Paso, TX 79912            XHPX         </td> </tr> <tr> <td colspan="2" style="vertical-align: top; margin-top: 10px;">           Southern Radio/Grupo Radio Centro            2100 Trawood            El Paso, TX 79935            XHTO XHEM KBNA         </td> </tr> </table>		Townsquare Media, LLC 4180 N. Mesa El Paso, TX 79902 KLAQ KSII KROD (600 ESPN)	iHeart MEDIA 4045 N. Mesa El Paso, TX 79902 KPRR KTSM KHEY	Entravision Communications 5426 N. Mesa El Paso, TX 79912 KINT KYSE KOFX KSVE	MVS/EXA Radio 5862 Cromo Suite 151 El Paso, TX 79912 XHPX	Southern Radio/Grupo Radio Centro 2100 Trawood El Paso, TX 79935 XHTO XHEM KBNA	
Townsquare Media, LLC 4180 N. Mesa El Paso, TX 79902 KLAQ KSII KROD (600 ESPN)	iHeart MEDIA 4045 N. Mesa El Paso, TX 79902 KPRR KTSM KHEY						
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Southern Radio/Grupo Radio Centro 2100 Trawood El Paso, TX 79935 XHTO XHEM KBNA							

**MEMORANDUM**

**TO:** Ruben Gallardo, Director, Purchasing & Contract Management  
**FROM:** Jim Heiney, Interim Director, Marketing & Community Relations  
**THROUGH:**  Keri Moe, AVP, External Relations, Communication, and Development  
**DATE:** June 22, 2022  
**SUBJECT:** LOCAL RADIO STATIONS AS SOLE SOURCES

The purpose of this memo is to justify using local radio stations as sole sources.

**Marketing & Community Relations Mission**

To increase awareness and visibility about EPCC to internal and external stakeholders in support of the district-wide mission and goals.

**Marketing & Community Relations Vision**

To position EPCC as the regional higher educational and workforce expert and ensure the entire community knows that EPCC is the Best Place to Start & Finish!

Advertising through various media outlets is essential to reach EPCC’s mission. In a highly competitive market, it is critical that the community recognizes EPCC as a leading institution and reach potential students. Therefore, to support District’s goals, various media advertising is needed to publicize messages in order to reach diverse target audiences.

Each local radio station has a unique format that reaches a different target demographic. Therefore, each radio format (i.e. Classic Rock, Spanish Contemporary Hits, and Country) reaches different audiences based on age, occupation or location, etc. Marketing looks at our target demographics and how they choose to listen to their music (i.e. radio, car, satellite, computer streaming). Based on the data, EPCC advertises on each local station depending on the target audience we are seeking to reach. To reach a variety of external stakeholders, EPCC must advertise to diverse target audiences to reach the College’s mission and goals.

**El Paso Radio Stations, including online display advertising:**

- **Townsquare Media, LLC**
  - KLAQ 95.5 FM (Classic Rock)
  - KSII 93.1 FM (Adult Contemporary)
  - KROD 600 AM (Sports Talk Radio)
- **iHeart MEDIA**
  - KPRR 102.1 FM (Contemporary Hits)
  - KTSM 99.9 FM (Soft Rock)
  - KHEY 96.3 FM (Country)
- **MVS/EXA Radio**
  - XHPX-FM (EXA FM 98.3) (Spanish Hit)
- **Entravision Communications**
  - KINT 93.9 FM (Regional Contemporary)
  - KYSE 94.7 FM (Norteña, Grupera)
  - KSVE 1650 (Spanish Talk)
  - KOFX 92.3 FM (Classics)
- **Southern Radio**
  - XHTO 104.3 (Contemporary Hits)
  - XHEM 103.5 (Mexican Regional)
  - KBNA 97.5 (Spanish Regional)



May 24th, 2022

Purchasing Department  
El Paso Community College  
P.O. Box 20500  
El Paso, TX 79998-0500

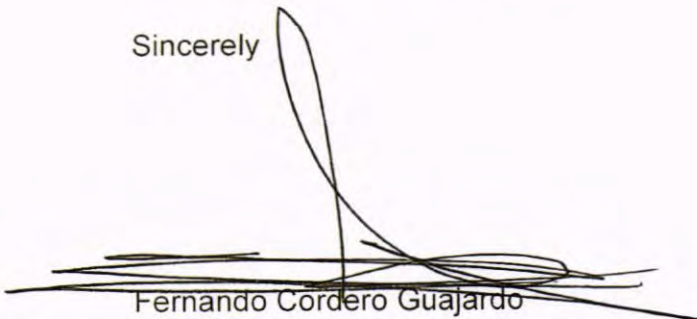
To Whom It May Concern

This is to confirm that XHPX-FM (EXA FM 98.3) is the sole source provider for providing advertising on the EXA network in the El Paso / Las Cruces market. Here at XHPX-FM we strive to carefully select quality primetime programming and syndicated programs that we know will deliver the needed results for advertisers in the El Paso / Las Cruces area. Specifically, XHPX has proved to lead the market in the demographic spanish spoken persons 18-34 and 18-49. These specific demographics are one of the strongest as far as buying power and taking action after listening a particular ad on radio. Some of our highest rated shows in this demographic are El Wey Cup, Regrexa, Traffic Mix y Por el Placer de Vivir con el Dr. Cesar Lozano.

We are also the only station in the market that makes a concert in this border foraround 30,000 people.

If you would like further demographic information or any other information about XHPX-FM please do not hesitate to request it, I will be more than happy to provide it to you.

Sincerely



Fernando Cordero Guajardo  
CEO MVS

**MVS INTERNATIONAL CORPORATION**  
5862 Cromo Suite 151, El Paso TX. 79912  
T. (915) 231-5500





Grupo Radio Centro, TX LLC.

2100 Trawood Dr., El Paso TX 79935

915-542-2969

915-542-2958 Fax



May 24, 2022

Purchasing Department  
El Paso Community College  
El Paso, TX

Southern Radio, Inc./Grupo Radio Centro, TX LLC is the sole proprietor of broadcasting rights to XHTO FM pursuant to license issued by the Federal Communications Commission. Southern Radio, Inc. is also the exclusive sales representative for XHEM FM, KAMA AM, and KBNA FM. Southern Radio, Inc. is locally owned and Operated.

Southern Radio and the stations that we represent are very committed to the local community and its interests. We strongly encourage participation in community activities among our staff and listeners.

HIT FM (XHTO FM) is Contemporary Hit Radio whose primer demographic is 18- 34 years of age. Hit FM is consistently highly ranked by Nielsen in El Paso listening area which includes El Paso, Las Cruces & Juarez

La Ke Buena (KBNA) airs Mexican Regional Music. La K Buena prime demographic is 18-49 years of age. We continually strive to be at the forefront in meeting our advertisers and listeners need.

All programming for HIT FM (XHTO FM) and La Ke Buena's (KBNA) is produced locally and aired live from our studios in El Paso. By producing our programming in-house and airing live from El Paso we are in the unique position to meet the continuing changes and demands of our community.

Southern Radio, Inc./Grupo Radio Centro, TX LLC is also exclusive sales representative for the following stations.

La Zeta (XHEM FM) airs Mexican Regional music. La Zeta's prime demographic is 21-49 years of age. La Zeta is consistently ranked among the top 3 by Nielsen in the El Paso Market.

We also have KAMA 750 AM which offers community service programs to the El Paso/Las Cruces, N.M. area. The doors are open to El Paso Community College for PSA interviews.

Southern Radio, Inc./Grupo Radio Centro, TX LLC is also in the unique position of being able to offer advertisers a variety of music formats to reach their intended audience.

Sincerely,

Denise Johnson

Corporate Secretary/Vice President



Date: May 24, 2022

To: Jim Heiney  
El Paso Community College

From: Adrian Broaddus

To whom it may concern:

As per your guidelines, this is to inform you that Townsquare Media, LLC is the sole source and proprietor of broadcasting rights to KLAQ, KSII FM and 600 ESPN EL Paso pursuant to license issued by the Federal Communications Commission. Townsquare Media, LLC holds and retains and all necessary licenses and permits required by the Federal Communications Commission.

KLAQ FM is an Album Oriented Rock station that targets men 18-49 years of age and is consistently ranked #1 in the Demographic (See attached). KLAQ FM is one of two Local Primary Entry Points for the Regional Emergency Alert System covering El Paso and Las Cruces and by law is monitored by all El Paso and Las Cruces radio and Television stations.

KISS FM is a Hot Contemporary Adult station that targets Women 18-49 years of age and is consistently ranked #1 in this Demographic.

600 ESPN El Paso is an AM Sports Talk Radio Format targeting Men 18+ with National programs like Greeny in the Morning, First Take, Your Take, and live local broadcasts with SportsTalk Live. 600 ESPN is the sole National Primary Entry Point for the National Emergency Alert System covering El Paso and Las Cruces and by law is monitored by all El Paso and Las Cruces radio and television stations. Should a National alert be issued, 600 ESPN is one of sixty National Emergency Alert Systems to get information and channel it to the public.

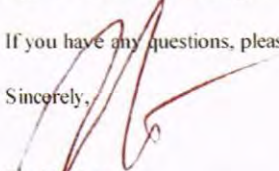
Townsquare Events, LLC provide services in event management hosting several local live events including Cool Canyon Nights, Back to School Expo and many others.

Townsquare Interactive, LLC and all aspects of interactive services, including website design, Facebook and social media management. Townsquare Interactive, LLC developed and maintains the rights to Ultimate Classic Rock, Loudwire, Screen Crush and Guy Speed; all National Internet and News sites accessible to all Townsquare Media, LLC broadcast stations.

Townsquare Ignite, LLC is a full service digital media provider. Townsquare Ignite aggregates multiple digital providers and top tier data solutions from all over the country to execute advertising anywhere on the globe. Townsquare does comply with all digital advertising rules, regulations and guidelines.

If you have any questions, please do not hesitate to call me at (915) 544-9550.

Sincerely,

  
Brad Dubow,  
Vice President, General Manager  
Townsquare Media, LLC



4180 North Mesa • El Paso, Texas 79902 • (915) 544-9550 • Fax (915) 532-3334



June 1, 2022

Purchasing Department  
El Paso Community College  
P.O. Box 20500  
El Paso TX 79998



To whom it may concern:

iHeartMedia El Paso is El Paso Community College's sole source, due to our proprietary rights and applicable justification related to the demographic reach of the radio cluster and broadcasting programming contact. Historically, EPCC has relied on the iHeartMedia El Paso cluster to provide advertising campaigns on our three different radio stations with three distinct formats which are as follows:

- KPRR FM - Comprised of today's contemporary rhythmic hits, Power 102.1 is formatted in a Contemporary Hit Rhythmic Radio (CHR) format, whose strength is reaching an audience of ages 18 to 34 and a general audience of people with ages 12+. The Power 102 Morning Show with Patti Diaz and Mike Dee consistently ranks #1 in the 18-34 demographic and the station is ranked #5 in the Nielsen rankings for ages 12+. KPRR-FM reaches 152,000 listeners in the general audience of people ages 12+ demographic and for the ages 18-34 demographic reaches 71,000 weekly listeners.
- KHEY FM - The only country station in town, exclusive to iHeartMedia. 96.3 KHEY Country's format is comprised of Today's Country Hits and highlights the late 90's and early 2000's. Also, The Bobby Bones Show has a strong millennial and women 18-34 following. The station is ranked #6 in the Nielsen Rankings reaching 97,000 weekly listeners 12+ and #5 in the ages 18-34 demographic reaching 31,700 weekly listeners
- KTSM FM - Sunny 99.9's format is referred as a Soft Adult Contemporary Radio Format (MAINSTREAM AC) whose strength is reaching the 25 to 54 audience. The format is comprised of Soft Rock hits from the 80's and 90's and the new millennium. The station is 2<sup>nd</sup> in the Nielsen Rankings reaching 154,000 people weekly in the general audience demographic of people 12+ and #4 in the ages 18-34 demographic reaching 45,000 weekly listeners.

The top three iHeartMedia stations reach over 133,000 listeners collectively in the El Paso's market every week. This level of cumulative reach is unsurpassed by any other single radio company in the El Paso metro market, moreover the El Paso Community College student population is more likely to be the ages 18-34, a top demographic for our stations.

For any questions you can contact Walter Alvarez, Market President El Paso/Las Cruces at 915.351.5473 or by email at [walteralvarez@iheartmedia.com](mailto:walteralvarez@iheartmedia.com).

Sincerely,

*Walter Alvarez*

Walter Alvarez, Market President







June 1, 2022

Director of Purchasing & Contract Management  
El Paso Community College  
9050 Viscount Blvd.  
El Paso, Texas 79925

To Whom It May Concern,

This letter is to confirm that Entravision Communications is the sole source provider for advertising on the KINT Univision 26, KTFN Unimás 65, KINT-FM 93.9 (La Suavecita), KYSE-FM 94.7 (Tricolor), KOFX-FM 92.3 (The Fox), and KSVE 1650 (TUDN) affiliates in the El Paso Market. This Market extends coverage to El Paso County, Dona Ana County New Mexico, Culberson County, and Hudspeth County as well as Cd. Juarez, Mexico. Entravision Communications provides our clients programming to a unique demographic that cannot be matched by any English or Spanish Radio or Television competitor in El Paso. We have an ongoing commitment to educating and training ourselves, and our clients in how to get better results while developing the full potential of this culturally diverse market. No other El Paso station-group matches our know-how or our commitment to getting results from the General and Hispanic market.

We use Brainstorming and Creative Problem-Solving to develop breakthrough ideas, so that the Value you receive is targeted to your needs. We know which copy and creative approaches work on English and Spanish media. We have the talent and the facilities in-house to turn concept into reality. This expands the impact of a broadcast schedule with a near limitless range of promotional capabilities and event marketing.

We'll work harder than you would expect to ensure your profit and, your Return on Investment (ROI). Our commitment runs deep. So does our involvement. You can expect to have a different relationship with us than you do with other station-groups. We are partners. Partners depend on each other. Let us depend on you for a full understanding of your marketing challenges, problems, and opportunities, and you can depend on us for profitable ideas, plans, and solutions.

Entravision El Paso Radio helps hundreds of advertisers reach English and Spanish language speaking consumers. Our three FM stations have a combined **weekly cume audience persons 18+ of 198,100**, that is **12,300 average persons** and have a AQH Share (average quarter hour share) of total radio audience of **17.2** and the average time spend listening (TSL) to our three FM stations is **7:45 hours daily** (Hrs:Mins).



- Each week KOFX FM reaches over 150,800 target persons 18+ every week and have an average TSL of seven hours.
- Each week KINT FM reaches over 38,100 target persons 18+ every week and have an average TSL of seven hours.
- Each week KYSE FM reaches over 38,500 target persons 18+ every week and have an average TSL of six hours.

60% of Hispanics in the El Paso DMA speak Spanish at home and 49% are bilingual.

- Each week Univision KINT-TV and Unimás KTFN-TV reach over 194,506 persons 18-49 regardless of language.
- 92% of Hispanic adults 18+ did not watch a English language broadcast television network in the last 7 days.
- #1 among adults 18-49 early 5p news & late local newscast at 10p on Univision KINT-TV since regardless of language for the last 5 years.
- #1 among bilingual adults 18-49 early & late local newscasts on Univision KINT-TV since 4 years regardless of language
- Latinos represent 100% of the growth among adults 18-49.
- 85% of Spanish dominant Latino adults 18+ prefer to watch television in only or mostly Spanish.

*(Source: Nielsen Audio, El Paso Metro, Mar2022, M-Sun 6a-12a AVERAGE PERSONS, WEEKLY CUME PERSONS, AQH SHARE, & TSL, A18+ & MRI Simmons Insights Spring 2021 SimmonsLOCAL (El Paso), Adults 18+. Nielsen NSI, El Paso (Las Cruces) DMA, April 2022, M-F 5p-5:30p & M-F 10p-10:30p A18+ Time Period Ratings. Nielsen Universe Estimates, El Paso (Las Cruces) DMA growth comparison 2022 vs. 2001.)*

Spanish Television advertising has proven to be three times more effective among bilingual Hispanics, according to Nielsen Universe Estimates. Entravision Communications represents a sense of familiarity to the Southwest and continues to be the number one broadcasted Spanish television network, with Univision & Unimás, dominating the El Paso DMA.

Univision KINT-TV and Unimás KTFN-TV continue the commitment to helping improve academic achievement among Hispanic students by encouraging parents to become advocates of a quality education. Entravision Communications Inc. continues a comprehensive, multi-year National Hispanic education initiative called Es El Momento (The Moment is Now) in partnership with the Bill & Melinda Gates Foundation, the U.S. Department of Education, educators and civic and community leaders from around the Country. The Es El Momento initiative is aimed at improving academic achievement among K-12 Hispanic students with a specific focus on high school graduation and college readiness.

This program provides information on providing a clear and consistent framework to prepare students for college and careers. It also creates awareness to ensure they are abreast on the educational resources available to them and to create an advocate to ensure the child's academic success in order to achieve a better life and increase college enrollment among the area's Hispanic teens and young adults.

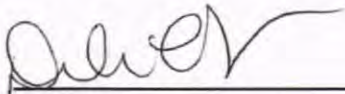


Along with the steadfast support of its advisory board and longstanding partners the Bill & Melinda Gates Foundation, the U.S. Department of Education, and other educators and civic and community leaders. Entravision Communications will continue its efforts to improve academic achievement among Hispanic students and foster a college-bound culture.

The Univision Network is the home for Hispanic families living the American Dream—the place where they connect with their culture. No other network can deliver such an unparalleled connection with America's youngest and fastest-growing consumer group. No other network can deliver such an engaged and unduplicated audience. And, no other broadcast network is delivering Primetime year-to-year growth each season.

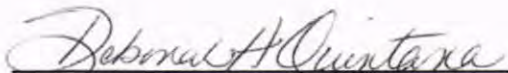
We appreciate the opportunity to partner in your business! I thank you for your support and look forward to our continued working relationship. Should you need anything further in regards to Entravision Communications El Paso, please feel free to contact me at your earliest convenience.

Sincerely,



---

Diana De Lara Zamudio  
Senior Vice President/General Manager  
Entravision Communications



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Deborah Quintana  
Integrated Marketing Solutions Consultant  
Entravision Communications

## FINANCIAL SERVICES ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the approval of a contract with Reliable Government Solutions, Incorporated for a mass notification system.	<b>Amount:</b> \$259,535 <i>(Three-year total)</i>								
<b>Requestor:</b>	Jose Ramirez	<b>Area Responsible:</b> Police Department								
<b>Resource Persons:</b>	Carlos Amaya, Marco Fernandez, Jose Ramirez, Abraham Hubail									
<b>Purpose:</b>	To approve an enterprise-level, comprehensive, and integrated mass communication system to be used for emergency notification in the event of an incident, as well as for communicating other announcements to students and staff.									
<b>Explanation:</b>	<p>The mass notification system will assist with the exchange of critical and time-sensitive information, facilitate collaboration and increase awareness during incidents and other College-related announcements. This alert system will enable College officials to communicate with students and staff in emergency situations via multiple contact methods, including text messages, email, and telephone broadcast messages. The mass notification system will deliver either targeted or mass alerts to potentially thousands of students and staff in real-time, using multiple channels. The mass notification system, which is web-based and a cloud-hosted solution, will allow immediate and effective communication to members of the College community, both remotely and on-site. All members of the College community will be automatically enrolled and will be required to provide up-to-date contact information, with an opt-out option, in compliance with Texas Education Code Section 51.218.</p> <p>The term of service will be for one (1) year with an option to renew on an annual basis for two (2) additional years upon satisfactory performance by the vendor and Administrative approval.</p> <table style="margin-left: auto; margin-right: auto; border: none;"> <tr> <td style="padding-right: 20px;">Base Year Grand Total</td> <td style="text-align: right;">\$84,438</td> </tr> <tr> <td>Year 2 Subscription (+3)</td> <td style="text-align: right;">86,435</td> </tr> <tr> <td>Year 3 Subscription (+3)</td> <td style="text-align: right; border-bottom: 1px solid black;">88,662</td> </tr> <tr> <td style="padding-left: 20px;">Total:</td> <td style="text-align: right;">\$259,535</td> </tr> </table> <p>Purchase is conducted through United States General Services Administration contract GS-35F-0218V as allowed by Local Government Code Subchapter G, Sec. 271.103.</p> <p>Funding is provided by the IT Software Maintenance account.</p>		Base Year Grand Total	\$84,438	Year 2 Subscription (+3)	86,435	Year 3 Subscription (+3)	88,662	Total:	\$259,535
Base Year Grand Total	\$84,438									
Year 2 Subscription (+3)	86,435									
Year 3 Subscription (+3)	88,662									
Total:	\$259,535									
<b>Recommendation:</b>	Approval by the Board of Trustees.									
<b>Vendor:</b>	Reliable Government Solutions, Incorporated 6411 Ivy Lane, Suite 604 Greenbelt, MD 20770									

Date:	<u>09/01/22</u>
Account:	<u>11000-75006</u>
Budget:	<u>\$1,937,693</u>
Expenditures to date:	<u>-0-</u>
Balance:	<u>\$1,937,693</u>

## FINANCIAL SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the procurement of advertising services from various television stations for fiscal year 2022-2023.	<b>Amount (Not to Exceed):</b> \$180,000 <i>(Annual aggregate)</i>						
<b>Requestor:</b> Jim Heiney	<b>Area Responsible:</b> Marketing & Community Relations						
<b>Resource Persons:</b> Keri Moe, Jim Heiney							
<p><b>Purpose:</b> To request approval to award contracts for College advertising to various TV stations for fiscal year 2022-2023.</p> <p><b>Explanation:</b> In supporting the District’s mission, it is critical that EPCC is visible and recognized in the community as the leading educational institution. Therefore, our message and advertising must reach a diverse target audience, including potential students.</p> <p>Each television station is considered a sole source because each affiliate airs programming from different national broadcast companies that reach different target audiences. This allows them the diversity of programming for their varied audiences based on age, gender, ethnicity, income and other demographics. The audience demographic varies for each media outlet. To reach a variety of external stakeholders, including potential students, EPCC must advertise to diverse target audiences.</p> <p>The TV stations listed below are sole source providers due to individual proprietary broadcasting rights.</p> <p>Sole source letters follow this item.</p> <p>Funding is provided by the Marketing &amp; Community Relations budget and other College departments.</p> <p><b>Recommendation:</b> Approval by the Board of Trustees.</p> <p><b>Vendors:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">           KTDO            10033 Carnegie            El Paso, TX 79925         </td> <td style="width: 50%; vertical-align: top;">           KTSM            3801 Constitution            El Paso, TX 79922         </td> </tr> <tr> <td style="vertical-align: top;">           KFOX/KDBC            200 S. Alto Mesa            El Paso, TX 79912         </td> <td style="vertical-align: top;">           Spectrum Reach            201 E. Main St.            Suite 1701            El Paso, TX 79901         </td> </tr> <tr> <td style="vertical-align: top;">           Entravision Communications            KINT / KTFN            5426 N. Mesa            El Paso, TX 79912         </td> <td style="vertical-align: top;">           KVIA/NVIA-CW            4140 Rio Bravo            El Paso, TX 79902         </td> </tr> </table>		KTDO 10033 Carnegie El Paso, TX 79925	KTSM 3801 Constitution El Paso, TX 79922	KFOX/KDBC 200 S. Alto Mesa El Paso, TX 79912	Spectrum Reach 201 E. Main St. Suite 1701 El Paso, TX 79901	Entravision Communications KINT / KTFN 5426 N. Mesa El Paso, TX 79912	KVIA/NVIA-CW 4140 Rio Bravo El Paso, TX 79902
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KFOX/KDBC 200 S. Alto Mesa El Paso, TX 79912	Spectrum Reach 201 E. Main St. Suite 1701 El Paso, TX 79901						
Entravision Communications KINT / KTFN 5426 N. Mesa El Paso, TX 79912	KVIA/NVIA-CW 4140 Rio Bravo El Paso, TX 79902						



## MEMORANDUM

**TO:** Ruben Gallardo, Director, Purchasing & Contract Management

**FROM:** Jim Heiney, Interim Director, Marketing & Community Relations

**THROUGH:** *dm* Keri Moe, AVP, External Relations, Communication, and Development

**DATE:** June 22, 2022

**SUBJECT:** LOCAL TV STATIONS AS SOLE SOURCES

---

The purpose of this memo is to justify local TV stations as sole sources.

### **Marketing & Community Relations Mission**

To increase awareness and visibility about EPCC to internal and external stakeholders in support of the district-wide mission and goals.

### **Marketing & Community Relations Vision**

To position EPCC as the regional higher educational and workforce expert and ensure the entire community knows that EPCC is the Best Place to Start & Finish!

Advertising through various media outlets is essential to reach EPCC's mission. In a highly competitive market, it is critical that the community recognizes EPCC as a leading institution. Therefore, to support District's goals, various media advertising is needed to reach diverse target audiences and potential students.

Each television station is considered a sole source because each affiliate airs programming from different national broadcast companies that reach different target audiences. This allows them the diversity of programming for their varied audiences based on age, gender, ethnicity and other demographics. For example, some stations serve a Spanish speaking audience versus a younger audience versus a 30-plus male audience. Other factors such as income, educational level, or occupation are examples of other target audiences that can be reached. The audience demographic varies for each media outlet. To reach a variety of external stakeholders, EPCC must advertise to diverse target audiences.

The following local TV stations' programming reaches EPCC's target demographics:

- KTSM-TV, Channel 9- NBC affiliate
- KFOX-TV, Channel 14-Fox affiliate and KDBC-TV, Channel 4-CBS affiliate
- KINT-TV, Channel 26-Univision affiliate (Spanish language)
- KTDO-TV, Channel 48-Telemundo affiliate (Spanish language)
- Spectrum Reach cable networks include, but not limited to TNT, MTV, VH-1, A&E, Discovery, and SYFY

- KVIA-TV, Channel 7 – ABC affiliate and NVIA-CW affiliate





June 05, 2022  
Purchasing Department  
El Paso Community College  
P.O. Box 20500  
El Paso, TX 79998-0500

To Whom It May Concern:

This Letter serves as conformation that Spectrum Reach is the sole provider for all television advertising originated on the Spectrum Cable system in El Paso, Texas.

Our product is provided to advertisers in the market by a direct sales force that is comprised by Spectrum Reach employees in the El Paso, TX market. Total DMA TV households in this market is 346,2200 as stated by Nielsen Media 2022 DMA Rankings. Spectrum Cable subscribers, combined with AT&T U-Verse and Comcast subscribers total 118,636. In addition, we added another 40,936. Direct TV subscribers to our footprint. The number of Cable subscribers is subject to fluctuation throughout the year.

Spectrum offers 79 networks such as, but not limited to, Lifetime, TNT, A&E, TLC, NGC, BRAVO, CNN, HGTV, SYFY, TBS, FOOD, and ESPN. We also integrated new Spanish networks such as, but not limited to, ESPD, FXD, HSTE, and CNNE. According to Scarborough, Cable Subscribers are 53 percent female and 47 percent male. 28 percent of Cable subscribers, are fluent in speaking Spanish; however, 34 percent prefer to speak English over Spanish in the home. In regards to Cable subscribers, 67 percent of households have Cable services.

Spectrum Reach has evolved into a media company that can now offer the capabilities of reaching people on a digital landscape with contextual and behavioral targeting. We also have the capabilities to insert in our television app making it easier to reach milleninals and audiences on the go. We pride ourselves on helping you reach your target audience on any device.

Effective July 1, 2019 we will be inserting on ComCast in Las Cruces. The following is the household breakdown for the new El Paso/LasCruces interconnect:

### Demographics

- Med. Age 33%
- Female 51%
- Med. HH Income \$44,762
- Bachelor's Degree + 14%
- Owner-Occupied 58%
- HHs. w/ Kids 39%
- Med HU value \$147,403
- Hispanic 81%



Spectrum, along with Spectrum Reach, takes pride in community outreach with programs such as the "Spectrum Housing Assistance Program"

Spectrum is the exclusive Cable & Internet service provider for Fort Bliss Army Base/Biggs Army Airfield for Military housing and most commercial areas on base.

We also provide service to the following communities:

- Santa Teresa, NM
- Sunland Park, NM
- Chaparral, NM
- Anthony, NM
- Anthony, TX
- Canutillo, TX
- El Paso, TX
- Fabens, TX
- Socorro, TX
- Horizon, TX

The information provided is based on Scarborough and Nielsen research for the El Paso, TX DMA. For further information please reach out to the El Paso, TX local Sales Manager, Raymond May

Sincerely,

Name: Jeff Gregg

A handwritten signature in black ink, appearing to read "Jeff Gregg", written over a horizontal line.

Title: RVP





June 1, 2022

Director of Purchasing & Contract Management  
El Paso Community College  
9050 Viscount Blvd.  
El Paso, Texas 79925

To Whom It May Concern,

This letter is to confirm that Entravision Communications is the sole source provider for advertising on the KINT Univision 26, KTFN Unimás 65, KINT-FM 93.9 (La Suavecita), KYSE-FM 94.7 (Tricolor), KOFX-FM 92.3 (The Fox), and KSVE 1650 (TUDN) affiliates in the El Paso Market. This Market extends coverage to El Paso County, Dona Ana County New Mexico, Culberson County, and Hudspeth County as well as Cd. Juarez, Mexico. Entravision Communications provides our clients programming to a unique demographic that cannot be matched by any English or Spanish Radio or Television competitor in El Paso. We have an ongoing commitment to educating and training ourselves, and our clients in how to get better results while developing the full potential of this culturally diverse market. No other El Paso station-group matches our know-how or our commitment to getting results from the General and Hispanic market.

We use Brainstorming and Creative Problem-Solving to develop breakthrough ideas, so that the Value you receive is targeted to your needs. We know which copy and creative approaches work on English and Spanish media. We have the talent and the facilities in-house to turn concept into reality. This expands the impact of a broadcast schedule with a near limitless range of promotional capabilities and event marketing.

We'll work harder than you would expect to ensure your profit and, your Return on Investment (ROI). Our commitment runs deep. So does our involvement. You can expect to have a different relationship with us than you do with other station-groups. We are partners. Partners depend on each other. Let us depend on you for a full understanding of your marketing challenges, problems, and opportunities, and you can depend on us for profitable ideas, plans, and solutions.

Entravision El Paso Radio helps hundreds of advertisers reach English and Spanish language speaking consumers. Our three FM stations have a combined **weekly cume audience persons 18+ of 198,100**, that is **12,300 average persons** and have a AQH Share (average quarter hour share) of total radio audience of **17.2** and the average time spend listening (TSL) to our three FM stations is **7:45 hours daily** (Hrs:Mins).



- Each week KOFX FM **reaches over 150,800 target persons 18+ every week** and have an average TSL of seven hours.
- Each week KINT FM **reaches over 38,100 target persons 18+ every week** and have an average TSL of seven hours.
- Each week KYSE FM **reaches over 38,500 target persons 18+ every week** and have an average TSL of six hours.

60% of Hispanics in the El Paso DMA speak Spanish at home and 49% are bilingual.

- Each week Univision KINT-TV and Unimás KTFN-TV **reach over 194,506 persons 18-49** regardless of language.
- 92% of Hispanic adults 18+ did not watch a English language broadcast television network in the last 7 days.
- #1 among adults 18-49 early 5p news & late local newscast at 10p on Univision KINT-TV since regardless of language for the last 5 years.
- #1 among bilingual adults 18-49 early & late local newscasts on Univision KINT-TV since 4 years regardless of language
- Latinos represent 100% of the growth among adults 18-49.
- 85% of Spanish dominant Latino adults 18+ prefer to watch television in only or mostly Spanish.

*(Source: Nielsen Audio, El Paso Metro, Mar2022, M-Sun 6a-12a.AVERAGE PERSONS, WEEKLY CUME PERSONS, AQH SHARE, & TSL, A18+ & MRI Simmons Insights Spring 2021 SimmonsLOCAL (El Paso), Adults 18+. Nielsen NSI, El Paso (Las Cruces) DMA, April 2022, M-F 5p-5:30p & M-F 10p-10:30p A18+ Time Period Ratings. Nielsen Universe Estimates, El Paso (Las Cruces) DMA growth comparison 2022 vs. 2001.)*

Spanish Television advertising has proven to be three times more effective among bilingual Hispanics, according to Nielsen Universe Estimates. Entravision Communications represents a sense of familiarity to the Southwest and continues to be the number one broadcasted Spanish television network, with Univision & Unimás, dominating the El Paso DMA.

Univision KINT-TV and Unimás KTFN-TV continue the commitment to helping improve academic achievement among Hispanic students by encouraging parents to become advocates of a quality education. Entravision Communications Inc. continues a comprehensive, multi-year National Hispanic education initiative called Es El Momento (The Moment is Now) in partnership with the Bill & Melinda Gates Foundation, the U.S. Department of Education, educators and civic and community leaders from around the Country. The Es El Momento initiative is aimed at improving academic achievement among K-12 Hispanic students with a specific focus on high school graduation and college readiness.

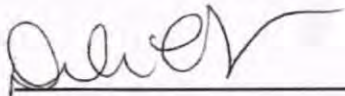
This program provides information on providing a clear and consistent framework to prepare students for college and careers. It also creates awareness to ensure they are abreast on the educational resources available to them and to create an advocate to ensure the child's academic success in order to achieve a better life and increase college enrollment among the area's Hispanic teens and young adults.

Along with the steadfast support of its advisory board and longstanding partners the Bill & Melinda Gates Foundation, the U.S. Department of Education, and other educators and civic and community leaders. Entravision Communications will continue its efforts to improve academic achievement among Hispanic students and foster a college-bound culture.

The Univision Network is the home for Hispanic families living the American Dream—the place where they connect with their culture. No other network can deliver such an unparalleled connection with America's youngest and fastest-growing consumer group. No other network can deliver such an engaged and unduplicated audience. And, no other broadcast network is delivering Primetime year-to-year growth each season.

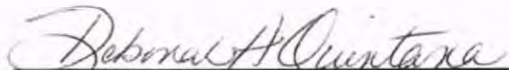
We appreciate the opportunity to partner in your business! I thank you for your support and look forward to our continued working relationship. Should you need anything further in regards to Entravision Communications El Paso, please feel free to contact me at your earliest convenience.

Sincerely,



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Diana De Lara Zamudio  
Senior Vice President/General Manager  
Entravision Communications



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Deborah Quintana  
Integrated Marketing Solutions Consultant  
Entravision Communications





Attention: Purchasing Department

El Paso Community College

P.O. Box 20500

El Paso, TX 79998

Sinclair Broadcast Group

May 31, 2022

As per your request, KFOX-TV is the sole source of distribution for all KFOX/KDBC Network programming including Prime Time shows and sports in the El Paso/ Las Cruces market. Our stations are also the sole source for many of the syndicated programs per our contracts with various syndication companies.

KFOX-TV, home of the most critically acclaimed programs in recent years like "The Masked Singer", "9-1-1", "9-1-1 Lone Star", Master Chef, and the Dallas Cowboys and World Series, but we are much more than that. It is our great programming that bestows KFOX-TV with our unique and loyal audience, continuously ranked as the #1 English TV station amongst 18-49 demographic and the #1 evening newscast across multiple demographics. Our stations Prime Programming tends to attract a younger audience than our competitors. This is one of the many reasons why KFOX-TV has become one of the most, if not the most used station to advertise to Universities, Technical, and Secondary Schools. \*ComScore Research shows 82% of KFOX viewers are Hispanic with 65% that speak more English than Spanish and 15% that speak more Spanish than English. Our coverage map covers as far as Otero, Hudspeth and parts of Mexico helping reach potential student population. Our News programs are very unique amongst our competitors'. KFOX's *Coverage You Can Count On* can be found on-air, online, on your phone, and on popular social networking sites such as Facebook and Twitter. KDBC has "critically acclaimed programming" such as 60 Minutes, CBS Evening News, NCIS, Jeopardy, Wheel of Fortune, etc. KDBC is also the home of SEC College Football, NFL (AFC), March Madness and the PGA.

If you desire additional information, please do not hesitate to call me at 915-834-2102

Matt Kaplowitz – Vice President/Station Manager



May 23, 2022

El Paso Community College

This is to verify that KTSM is the sole source provider for advertising on the NBC affiliate station in the El Paso market. This market covers El Paso, West Texas, Southern New Mexico, and Juarez, Mexico.

As the sole affiliate for NBC, per contractual agreement for this market, we are obligated to follow all of the rules and regulations set forth by NBC.

Formed in 1926 by the Radio Corporation of America (RCA), NBC is the oldest major broadcast network in the United States.

KTSM-TV, NBC Channel 9, is owned by Nexstar Media, Inc.

Nexstar was founded in 1996 by broadcast industry veteran Perry A. Sook to own, operate, and provide services to television stations in mid-size markets across the United States. Nexstar’s organization – wide commitment to broadcasting excellence for local viewers and unparalleled marketing results for advertisers has been a key component of the company’s success and long-term growth.

KTSM-TV, NBC Channel 9 offers in depth news coverage for El Paso, Las Cruces, and the borderland.

KTSM 9 News Evening newscasts at 5pm, 6pm, 630pm, and 10pm.

We are also the sole provider for Spanish language Estrella TV, NTSM-TV.

On air since September 2009, Estrella TV is the only network producing 100% original content in the US, specifically for US Hispanics in contrast to novela heavy networks.

KTSM, News Channel 9 also sets the standard for local digital marketing with its own owned and operated website KTSM.COM. For regional and national digital marketing, Nexstar Digital Agency Services, our digital partners, provide solutions through programmatic approaches that target specific niches.

Regards,

David Candelaria  
Vice President and General Manager





May 26, 2022

To Whom It May Concern:

This is to confirm that KVIA-TV/ABC 7 is the sole source provider for advertising with the ABC network in the El Paso/Las Cruces market. KVIA strives to select quality Borderland news and syndicated programs combined with the ABC prime programming that delivers the sought-after results for advertisers in the El Paso/Las Cruces area. Specifically, KVIA leads the market in reaching the Women 25-54 demographic. The Women 25-54 demographic has the most significant impact as far as buying power and taking action after seeing an advertisement on television. Some of the highest rated shows capturing the attention of Women 25-54 are: Good Morning El Paso, Good Morning America, Live with Kelly & Ryan, American Idol, The Good Doctor, Grey's Anatomy and, of course, ABC-7 News.

KVIA is the only station in the El Paso/Las Cruces market to generate over 36 hours of local news programming every week. ABC-7 News captures the largest audiences from 4:30 Monday morning until 11:00 Sunday night. More viewers choose KVIA as their news and entertainment station, including Hispanics and military personnel, than any other station in the market.

EPCC students and potential students find entertainment on The CW, watching incredible viewer favorites: Walker, All-American and The Flash. The CW also airs tried and true syndicated programs like Seinfeld, Neighbors, and Young Sheldon. There is something for everyone to watch on NVIA's CW!

To serve the Spanish speaking community in our area we provide Azteca America as a compelling Spanish entertainment choice and opportunity for local advertisers to reach potential Spanish speaking customers.

The El Paso/Las Cruces market covers West Texas, Southern New Mexico and Ciudad Juarez, Mexico. There are over 258,000 homes with TV's in West Texas and Southern New Mexico. KVIA is viewed each week in more homes throughout the year than any other station in our market.

If you would like to review specific viewership of our shows, we would gladly show you.

Thank you for your business!

Respectfully,

A handwritten signature in black ink, appearing to read 'Mike Meara'.

Mike Meara  
News Press and Gazette/Broadcast  
President



KTDO Telemundo 48  
10033 Carnegie, El Paso, TX 79925

6/6/2022

## Overview

Telemundo 48 / KTDO is Telemundo's local owned television station serving Spanish-language viewers in El Paso TX, Las Cruces NM and Juarez MX. Telemundo 48 delivers its audiences five hours of live, locally produced news each week across all platforms. KTDO's newscasts feature local breaking news, real-time weather forecasts, consumer reports and sports information. Telemundo 48 also airs world-class programming produced by Telemundo Network. Telemundo 48's local news and information can be accessed by audiences across all of its platforms, including online at [telemundo48elpaso.com](http://telemundo48elpaso.com), through its social media channels, and on local over-the-air channel 48.1, Spectrum channel 11/ HD 803, Comcast channel 11, AT&T U-Verse channel 48, Dish channel 48, and Direct TV channel 48.

## Station Leadership

Lorena Castañeda is Station Manager/ Vice President of Sales for Telemundo 48 El Paso. In this role, Castañeda is responsible for the overall management of the station's broadcast, digital, sales, marketing, finance and community affairs operations. Access Castañeda's full bio [here](#).

## Programming

Telemundo 48 delivers its audiences ten hours of live, locally produced news each week across all platforms. KTDO's local newscasts "Noticiero Telemundo 48" air on weekdays at 4 PM, 4:30 PM, 5 PM and 10 PM.

Telemundo 48 also airs world-class programming produced by Telemundo Network.

## Online/Mobile/Social

Telemundo 48 El Paso's website [Telemundo48ElPaso.com](http://Telemundo48ElPaso.com) and station app, "Telemundo 48 El Paso" provides breaking news, weather forecasts as well as sports and entertainment information to local Spanish-language audiences on-the-go.

KTDO's digital platforms also deliver audiences hyper-local weather forecasts including an exclusive 10-day weather forecast and provide users access to a new state-of-the-art "Live Radar" that is powered by the station's proprietary network of radars. KTDO's "Live Radar" is also powered by the existing network of national weather radars.

Follow KTDO on social media @TelemundoEP on [Facebook](#) and [Twitter](#).

Lorena Castañeda

A handwritten signature in black ink that reads "Lorena Castañeda".

Date 6/07/2022

Vice-President of Sales/ Station Manager  
KTDO Telemundo EL Paso



## FINANCIAL SERVICES ABSTRACT


<b>Item(s) to be Considered:</b> Discussion and action on the procurement of district-wide advertising services with several publication vendors for fiscal year 2022-2023.	<b>Amount (Not to Exceed):</b> \$150,000 <i>(Annual aggregate)</i>		
<b>Requestor:</b> Jim Heiney	<b>Area Responsible:</b> Marketing & Community Relations		
<b>Resource Persons:</b> Keri Moe, Jim Heiney, Ruben Gallardo, Andrew Peña			
<p><b>Purpose:</b> To request approval of expenditures for district-wide advertising services with several publication vendors for fiscal year 2022-2023.</p> <p><b>Explanation:</b> The Human Resources, Purchasing &amp; Contract Management, and Marketing &amp; Community Relations departments require advertising services for the recruitment of faculty and staff, procurement of goods and services, and to promote enrollment and EPCC visibility from the following publication vendors.</p> <p>The publication vendors listed below are sole sources. They each offer news to unique demographic audiences. These publications are utilized to advertise to specific target audiences. The vendors listed below serve the target audiences that support the College's mission and goals.</p> <p>Advertising services will be provided for fiscal year 2022-2023 with a total annual aggregate amount not to exceed \$150,000.</p> <p>Sole source letters follow this item.</p> <p>Funding is provided by each individual departmental budget.</p> <p><b>Recommendation:</b> Approval by the Board of Trustees.</p> <p><b>Vendors:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>El Paso Inc./El Paso Kids Inc. 209 Noble St. El Paso, TX 79901</p> <p>Laven Publishing Group Fort Bliss Bugle/Stars and Stripes 5959 Gateway Blvd. West El Paso, TX 79925</p> <p>Marksman Media LLC Spotlight EP News 11385 James Watt Ste. B-16 El Paso, TX 79936</p> </td> <td style="width: 50%; vertical-align: top;"> <p>El Diario 1801 Texas Ave. El Paso, TX 79901</p> <p>El Paso Times 500 W. Overland Ave. Ste. 150 El Paso, TX 79901</p> </td> </tr> </table>		<p>El Paso Inc./El Paso Kids Inc. 209 Noble St. El Paso, TX 79901</p> <p>Laven Publishing Group Fort Bliss Bugle/Stars and Stripes 5959 Gateway Blvd. West El Paso, TX 79925</p> <p>Marksman Media LLC Spotlight EP News 11385 James Watt Ste. B-16 El Paso, TX 79936</p>	<p>El Diario 1801 Texas Ave. El Paso, TX 79901</p> <p>El Paso Times 500 W. Overland Ave. Ste. 150 El Paso, TX 79901</p>
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**MEMORANDUM**

**TO:** Ruben Gallardo, Director, Purchasing & Contract Management

**FROM:** Jim Heiney, Interim Director, Marketing & Community Relations

**THROUGH:**  Keri Moe, AVP, External Relations, Communication, and Development

**DATE:** June 22, 2022

**SUBJECT:** LOCAL PUBLICATIONS AS SOLE SOURCES

---

The purpose of this memo is to justify using various local publications as sole sources.

**Marketing & Community Relations Mission**

To increase awareness and visibility about EPCC to internal and external stakeholders in support of the district-wide mission and goals.

**Marketing & Community Relations Vision**

To position EPCC as the regional higher educational and workforce expert and ensure the entire community knows that EPCC is the Best Place to Start & Finish!

Advertising through various media outlets is essential to reach EPCC's mission. In a highly competitive market, it is critical that the community recognizes EPCC as a leading institution. Therefore, to support District's goals, various media advertising is needed to publicize messages in order to reach diverse target audiences and potential students. The following publications are sole sources of readership and digital content that reach different demographics that are EPCC's target audience:

- El Diario (Spanish Language, International)
- Laven Publishing Group: The Ft. Bliss Bugle/Stars and Stripes (Military, Veterans and Dependents)
- El Paso Inc. (Business-News-Notices)/El Paso Kids Inc. (Elementary and Middle School Parents)
- Marksman Media LLC: Spotlight EP News (Features)
- El Paso Times

The Marketing Department will also advertise in other smaller community publications, not to exceed \$10,000 per vendor, on an as-needed basis as determined by the Marketing Director.





**PASO DEL NORTE PUBLISHING**

El Paso Community College  
P.O. BOX 20500  
EL PASO, TX 7798-0500  
Attn: Jim Heiney

May 24<sup>th</sup>, 2022.

Dear Purchasing Department:

RE: Sole Source Letter

El Diario de El Paso is the only daily Hispanic newspaper in El Paso, TX. El Diario de El Paso reaches the El Paso Hispanic market, surrounding El Paso County Communities and Las Cruces, New Mexico. El Diario de El Paso is paid daily publication, targeting the Hispanic market, 20 years of age up demographics. Our daily circulation, Monday thru Saturday is 20,899 and Sunday circulation 24,567

El Diario de El Paso has been in business in El Paso since May 2005 up until this current day. El Diario de El Paso with their other publications such as El Diario de Juarez and El Diario de Chihuahua can reach the Mexican market like no other media in El Paso, Texas. The daily circulation of El Diario de Juarez, Monday thru Saturday is 75,626, and 76,277. El Diario de Juarez has been in business for 45 years.

El Diario de Chihuahua has daily circulation, Monday thru Saturday 26,515 and on Sundays 29,039. El Diario de Chihuahua has been in business for 35 years.

We appreciate very much the partnership that we have shared over the past 12 years and hope to continue this partnership for many years to come.

Sincerely,

A handwritten signature in blue ink, appearing to read 'O. Rodríguez', is written over a large, light blue, stylized graphic element that resembles a signature or a large letter 'J'.

Osvaldo Rodriguez Jiménez  
Vice-President  
Ph: 915-838-1600

June 13, 2022

El Paso Community College  
P.O. Box 20500  
El Paso, Texas 79998-0500

**Sole Source Letter**

Dear Purchasing Department

Please accept this letter as a formal Sole Source Letter.

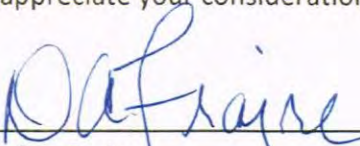
**El Paso Inc** is the only paid local weekly business and lifestyle journal delivered to subscriber homes on Sunday and businesses on Monday. El Paso Inc. targets the business and professional community and their families, a demographic with enormous buying power. 8200 circulation. 27 years in business.

**The B Section** is part of the El Paso Inc but we circulate 15,000. 8,200 goes in the El Paso Inc and the other 6800 is distributed throughout El Paso and Fort Bliss at distribution points on racks.

**El Paso Inc Magazine** A local high-gloss quarterly magazine devoted to telling the stories of the people, places and experiences that make El Paso a dynamic place to live. A lifestyle magazine that builds on the strengths of the business journal – outstanding writing and reporting, insights you can't get anywhere else. Will target the mature adult and their families with enormous buying Power. Demographics 45 plus. Circulation 13,000 Mailed to selected households based on age & income \$75,000 Plus.

All publications are locally owned.

I appreciate your consideration and look forward working with you.

  
\_\_\_\_\_  
Debra Fraire  
Secretary of the Board





E.P. MASS MEDIA ADVERTISING INC.

To: EPCC Media Buyer  
From: SPOTLIGHT EP NEWS  
DATE: May 23, 2022  
SUBJECT: PROFILE

SPOTLIGHT EP NEWS is the only **Free** publication in El Paso of its kind.

It has served the El Paso/Fort Bliss community for 21 years.

**Content:** Human interest stories for the family.

It features sections such as "**Life Styles**" a collection of family Stories, health-related & wellness stories. A kids section "**Just Kidding**", "**Pet connection**", "**Golf Insider**", "**Nascar Insider**" "**Select**" (music articles, movies, and a regional calendar of events). The first section is about **local human interest** stories.

**Distribution:** Home delivery, rack and stack locations and online digital

Publication at [www.spotlightepnews.com](http://www.spotlightepnews.com)

SPOTLIGHT EP NEWS is published by Mass Media Advertising Inc

*Orlando Rodriguez*

Orlando Rodriguez.....President / Publisher

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11385 James Watt. Suite B- 16 • El Paso, Tx 79936  
[media@massmediaadvertising.com](mailto:media@massmediaadvertising.com)



05.25.22

**El Paso Community College**  
**9050 Viscount Blvd. A 100**  
**El Paso, TX 79925**

**RE: Fort Bliss publication advertising sole source**

Laven Publishing Group has been the proud publisher for Fort Bliss for more than 37 years. We publish and sell advertising for the US edition of the Stars & Stripes newspaper.

We are the only authorized seller of advertising space in this Fort Bliss publication.

Thank you.

A handwritten signature in black ink, appearing to read "S. Laven".

**Susan Laven**  
President  
Laven Publishing Group  
P.O. Box 972942  
El Paso TX, 79997  
O 915-772-0934  
C 915-329-7769

To: EPCC Media Buyer

From: El Paso Times

Date: June 22,2022

Subject: Profile

Profile:

The *El Paso Times* has proudly served far West Texas and southern New Mexico residents since 1881. The *El Paso Times* is read daily by about 180,400 people and provides the most comprehensive news coverage of El Paso County.

The *El Paso Times*' web site, [elpasotimes.com](http://elpasotimes.com), offers complete online information for the El Paso and Southern New Mexico region.

The *El Paso Times* has received journalism awards for investigative reporting, features, business news, writing and photography.

Content: Daily coverage of local news, sports and community events.

Distribution: Home delivery, rack and stack locations and online digital editions.

The *El Paso Times* is part of the USA Today Network.

*Nate Rodriguez*

Nate Rodriguez  
Vice President Texas and New Mexico

## LOCALiQ

Mobile: 805.407.8548

Office: 903.893.8181 ext. 1100


[nrodriguez@localiq.com](mailto:nrodriguez@localiq.com)

## FINANCIAL SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the procurement of outdoor billboard advertising services from Clear Channel Outdoor for fiscal year 2022-2023.	<b>Amount (Not to Exceed):</b> \$100,000 <i>(Annual aggregate)</i>
<b>Requestor:</b> Jim Heiney	<b>Area Responsible:</b> Marketing & Community Relations
<b>Resource Persons:</b> Keri Moe, Jim Heiney	
<p><b>Purpose:</b> To request approval to award a contract for outdoor advertising to Clear Channel Outdoor for fiscal year 2022-2023.</p> <p><b>Explanation:</b> Clear Channel Outdoor will provide outdoor advertising through billboards including a network of digital boards throughout the city.</p> <p>Approval of this item will allow the College to advertise on the city's only digital billboard network.</p> <p>Clear Channel Outdoor is the sole source provider for these services by way of location and products. They reach unique demographics of viewers (age, gender, ethnicity, income, area of town, drive time) in the highest-traffic area of El Paso. No other vendors have the exact locations and products important to EPCC to carry out its advertising campaigns.</p> <p>El Paso's City Ordinances enforce strict regulations on billboards and their locations. Due to the large amount of inventory each of these companies have, the Marketing &amp; Community Relations department requests flexibility in choosing locations of the billboards, which will best promote the College.</p> <p>Sole source letter follows this item.</p> <p>Funding is provided by the Marketing &amp; Community Relations budget and other College departments.</p>	
<b>Recommendation:</b> Approval by the Board of Trustees.	
<b>Vendors:</b> Clear Channel Outdoor 2305 Sparkman St. El Paso, TX 79903	



## MEMORANDUM

**TO:** Ruben Gallardo, Director, Purchasing & Contract Management  
**FROM:** Jim Heiney, Interim Director, Marketing & Community Relations  
**THROUGH:**  Keri Moe, AVP, External Relations, Communication, and Development  
**DATE:** June 22, 2022  
**SUBJECT:** CLEAR CHANNEL OUTDOOR AS A SOLE SOURCE

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The purpose of this memo is to justify using Clear Channel as a sole source.

### **Marketing & Community Relations Mission**

To increase awareness and visibility about EPCC to internal and external stakeholders in support of the district-wide mission and goals.

### **Marketing & Community Relations Vision**

To position EPCC as the regional higher educational and workforce expert and ensure the entire community knows that EPCC is the Best Place to Start & Finish!

Advertising through various media outlets is essential to reach EPCC's mission. In a highly competitive market, it is critical that the community recognizes EPCC as a leading institution. Therefore, to support District's goals, various media advertising is needed to publicize messages in order to reach diverse target audiences and potential students. In a competitive market, it is critical that EPCC is easily recognizable in the community through branding and various other marketing and advertising campaigns. Billboards is just one way of maintaining community visibility.

**Clear Channel Outdoors** is a sole source for outdoor advertising because it reaches a unique demographic (age, gender, ethnicity, income, area of town, drive-time, etc.) of viewers by way of location and products.

**Clear Channel Outdoor** is the *only* operator in El Paso for digital billboards and has a network of 12 digital billboards throughout the city, which includes two digital billboards located on I-10, plus smaller boards in neighborhoods and on roadways.



June 3, 2022

Purchasing Department  
El Paso Community College  
P.O. Box 20500  
El Paso, TX 79998

To Whom It May Concern:

This letter will serve to certify that Clear Channel Outdoor is the “Sole Source” provider for combined Traditional; Bulletin, Posters, and Jr. Posters, as well as Digital Out-of-Home advertising in the El Paso DMA.

Clear Channel Outdoor provides a continuous and effective presence in the El Paso market place with extensive reach and frequency. With its ability to target quickly, accurately and cost effectively; Clear Channel Outdoor is an excellent addition to El Paso Community College media mix.

Advertising with Clear Channel Outdoor allows you to reach customers that other media often miss or do not reach effectively. The mobilization of El Pasoans is not a new phenomenon. For years the amount of time the average El Pasoan spends on the road daily has been steadily rising.

Today we know that “During an average week, U.S. travelers spend an average of 14 hours and 34 minutes driving or riding in a vehicle (one way).” **(2020 Release 1 Nielsen Study).**

This means that TV Advertising, while a good start, is no longer enough to reach a significant amount of consumers. With Out-of-home advertising you can reach consumers throughout their day, whether they are traveling to work, going out for lunch, shopping, taking their children to the park, traveling, or doing one of the thousands of activities that make us a society that is in constant motion. Wherever consumers are, whatever they are doing, Clear Channel Outdoor can help guarantee that El Paso Community College can reach them:

**18+ Males & Females (Scarborough El Paso, TX 2020 Release 1 \*Revised 5/22/20\* Total (Feb 2020 - Feb 2020)**

- **Drive (any purpose) - 88.5%**
- **Time Spent Commuting (One Way)**
  - **Less than 10 minutes: 11.1%**
  - **10-19 minutes: 17.9%**
  - **20-29 minutes: 14.6%**
  - **30+ minutes: 9.0%**
- **Average Travel Time to Work: 15 minutes one - way**
- **Top 5 roads traveled:**
  - **I-10**

Clear Channel Outdoor  
2305 Sparkman Street, El Paso, Texas 79903  
Call 915.566.9380 / Fax 915.566.9409 / Visit ClearChannelOutdoor.com



- **Loop 375**
- **Lee Trevino**
- **Highway 54**
- **Montana**

Clear Channel Outdoor is the “Sole Source” for the following out-of-home products:

- **Premiere Panels, 12' 3" h x 24' 6" w**
- **Premiere Squares, 25' 5" h x 24' 6" w**
- **Posters, (30-sheets Posters) 10' 5" h x 22' 8" w**

Clear Channel Outdoor is the “Sole Source” provider for digital out-of-home advertising in El Paso, TX; Anthony, NM; The Village of Vinton and Horizon City. Clear Channel Outdoor will guarantee ultimate separation for advertisers within the same product/service category to allow for absolute branding and clear delivery of message.

The Digital Market-wide Network consists of 12 Units that capture approximately 83% of the El Paso:

- **80800 - Sunland Park N/O Doniphan F/W**
- **80200 - Executive S/O Mesa F/W**
- **80900 - Mesa @ Brentwood F/S**
- **80500 - Dyer N/O Hercules F/S**
- **80400 - Montana @ Piedras F/E**
- **80100 - Alameda @ Delta F/W**
- **80300 - Viscount N/O I-10 F/S**
- **80600 - Lee Trevino @ Rojas F/S**
- **81000 - Zaragoza S/O Rojas F/N**
- **80700 - Zaragoza S/O Rojas F/S**
- **27935 - Montana E/O McRae F/W**
- **30050 - Dyer S/O Diana F/N**

Digital Bulletins 12 Units:

- **70100 - I-10 @ Geronimo F/W**
- **030790 - I-10 @ Executive**
- **031980 - I-10 @ Mesa**
- **033850 - I-10 @ Piedras**

- 030480 - I-10 @ Cotton
- 033710 I-10 @ George Dieter
- 032910 - US 54 @ Dyer
- 031080 I-10 @ Hawkins
- 031360 I-10 @ Lomaland
- 033470 Joe Battle @ Rojas
- 033390 Joe Battle @ Pebble Hills
- 31340 I-10 @ Lee Trevino

On average these digital bulletins deliver an average of 143,903 weekly impressions each reaching 95% of the El Paso Market.

All clients that have annual commitment with Clear Channel Outdoor and contract(s) with permanent locations will have the first right of refusal. However, contracts for renewal must be signed two months prior to the expiration date of the current contract.

Please feel free to reach out to me if you have any additional questions or need further detail.

Sincerely,

*Ruben Batista*

Ruben Batista  
Vice President of Sales

**FINANCIAL SERVICES ABSTRACT**

<b>Item(s) to be Considered:</b> Discussion and action on the approval of a contract renewal with Innovative Interfaces, Incorporated. for annual maintenance of the Sierra Library Services Platform, which integrates all College library services.		<b>Amount:</b> \$84,872										
<b>Requestor:</b> Abraham Hubail	<b>Area Responsible:</b> Information Technology											
<b>Resource Persons:</b> Marco Fernandez, Abraham Hubail												
<p><b>Purpose:</b> To request approval to renew the annual maintenance and services contract with Innovative Interfaces, Inc. for fiscal year 2022-2023. An upgrade to Sierra from the original Innovative Interfaces product, Millennium, was Board approved in October 2011.</p> <p><b>Explanation:</b> College library resources, books, and journals, both physical and online are integrated in Sierra Library Services Platform. Materials borrowed are tracked to borrowers and materials purchased and all other transactions are documented. External hosting optimizes IT staff involvement and minimizes costs associated with in-house servers, minimizing downtime and optimizing staff time. Hosting includes warranty, software enhancements, and installation of system patches.</p> <p>Sierra maintenance ensures continuous day-to-day operations and provides unlimited access to 24x7x365 helpdesk assistance, technical support, and web-based troubleshooting and tracking, all of which ensure instructional business continuity. The Sierra Learning Services Platform gives EPCC students a state-of-the-art library experience. It eases their transition to UTEP; our Innovative Interfaces Library Partner.</p> <p>This purchase is in compliance with Texas Education Code 44.0311 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.</p> <p>Future annual costs may be subject to increase of up to 6% per annum.</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">Sierra Software Maintenance</td> <td align="right">\$69,894</td> </tr> <tr> <td>External Hosting</td> <td align="right"><u>14,978</u></td> </tr> <tr> <td><b>Total Innovative Interfaces Contract</b></td> <td align="right"><b>\$84,872</b></td> </tr> </table> <p>Funding is provided by the Information Technology and the Software Maintenance accounts.</p>			Sierra Software Maintenance	\$69,894	External Hosting	<u>14,978</u>	<b>Total Innovative Interfaces Contract</b>	<b>\$84,872</b>				
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<b>Recommendation:</b> Approval by the Board of Trustees	<table border="1" style="width: 100%;"> <tr> <td>Date:</td> <td align="right"><u>09/01/22</u></td> </tr> <tr> <td>Account:</td> <td align="right"><u>11000-75006</u></td> </tr> <tr> <td>Budget:</td> <td align="right"><u>\$ 1,937.693</u></td> </tr> <tr> <td>Expenditures to date:</td> <td align="right"><u>\$ 0.00</u></td> </tr> <tr> <td>Balance:</td> <td align="right"><u>\$ 1,937.693</u></td> </tr> </table>		Date:	<u>09/01/22</u>	Account:	<u>11000-75006</u>	Budget:	<u>\$ 1,937.693</u>	Expenditures to date:	<u>\$ 0.00</u>	Balance:	<u>\$ 1,937.693</u>
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Balance:	<u>\$ 1,937.693</u>											
<b>Vendor:</b> Innovative Interfaces, Incorporated 1900 Powell St., Suite 400 Emeryville, CA 94608												





**OFFICE OF THE VICE PRESIDENT  
INFORMATION TECHNOLOGY/CIO**

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**MEMORANDUM**

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

**FROM:** Abraham Hubail, IT Software Applications & Analytics

**THROUGH:** Marco Fernandez, Interim AVP, Information Technology

**DATE:** June 28, 2022

**SUBJECT:** **Innovative Interfaces, Inc. (iii) as a Sole Source**

The purpose of this memo is to validate the reasons in recognizing Innovative Interfaces, Inc. as a sole source.

Innovative Interfaces, Inc., and its software platform, Sierra, is a sole source for Library Automation at EPCC because it exclusively develops, enhances, maintains and hosts their proprietary software, which in turn provides EPCC's libraries with software upgrades and enhancements that support library services to students.

It is prudent to protect and leverage the College's original \$447,189 investments in Innovative Interfaces, Inc. and Sierra as well as years of staff training and customization in this library system, supported and maintained exclusively by Innovative Interfaces, Inc.

Sierra integrates print and digital material, then presents in a familiar, web format. Student expectations for mobility and instantaneous, integrated access to remote and local content are met in Innovative Interfaces, Inc., and Sierra. Also, students who advance to UTEP will encounter the library catalog they used at EPCC. This is attributed to Innovative Interfaces, Inc., Partners feature. Partners allows EPCC students to search for UTEP's library with one click.

June 27, 2022

Ruben C. Gallardo  
Director of Purchasing and Contract Management  
El Paso Community College  
P. O. Box 20500  
El Paso, TX 79998

Dear Mr. Gallardo:

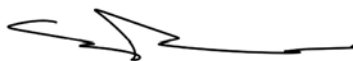
El Paso Community College has previously purchased the Sierra Library Services Platform. This software is exclusively provided by Innovative Interfaces and must be maintained exclusively by Innovative Interfaces, Inc.

There are several features that are part of the Sierra Services Platform that are uniquely suited to the mission of El Paso Community College:

- Sierra is the only system that currently integrates e-book and licensed content transactions into the library management system. More and more of the content students use are purely digital, such as e-books. Sierra integrates digital content into the library system so that students and staff can see a complete picture of the library content they are using.
- Sierra is the only vendor-supported system to provide services for integrating library data into social networking services. Social networking services such as FaceBook and Twitter, are where students spend their time and interact. The library is most often absent from this new "Digital Information Commons." Sierra has transformed the library system to allow easy integration of library information with social networking services putting library services and content where the students are.
- Sierra is the only system that has been able to continue to leverage your previous investment in the Millennium Integrated Library System. Although Sierra is a completely new library system, it supports 100% of the products and functions you previously had in Millennium. This allows you to further leverage the financial and time commitment you made in the Millennium system.

In addition, no other vendor can perform the services required to maintain and support the Sierra Integrated Library System except for its' developer, Innovative Interfaces Incorporated.

Sincerely,



Shawna Deane  
Senior Corporate Counsel

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the approval of a contract renewal with GOBI® Library Solutions from EBSCO to purchase library materials for EPCC libraries.	<b>Amount:</b> \$189,430										
<b>Requestor:</b> Paula Mitchell	<b>Area Responsible:</b> Instruction and Student Success										
<b>Resource Persons:</b> Steven Smith, Paula Mitchell, Norma Ballenger											
<b>Purpose:</b> To purchase library materials for the 2022-2023 academic year.											
<b>Explanation:</b> 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 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 our students' information and educational needs.  The purchase is in compliance with Texas Education Code 44.0311 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 five-campus library budgets.											
<b>Recommendation:</b> 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;"><u>09/01/22</u></td> </tr> <tr> <td style="padding: 2px;">Account:</td> <td style="text-align: right; padding: 2px;"><u>11000</u> <u>52123,24,25,26,27</u></td> </tr> <tr> <td style="padding: 2px;">Budget:</td> <td style="text-align: right; padding: 2px;"><u>\$282,629</u></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;"><u>\$282,629</u></td> </tr> </table>	Date:	<u>09/01/22</u>	Account:	<u>11000</u> <u>52123,24,25,26,27</u>	Budget:	<u>\$282,629</u>	Expenditures to date:	_____-0-	Balance:	<u>\$282,629</u>
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Budget:	<u>\$282,629</u>										
Expenditures to date:	_____-0-										
Balance:	<u>\$282,629</u>										
<b>Vendor:</b> GOBI® Library Solutions from EBSCO 999 Maple Street Contocook, NH 03229											



**CURRICULUM AND INSTRUCTION ABSTRACT**

<b>Item(s) to be Considered:</b> Discussion and action on the approval of a contract award to Pacific Research and Evaluation to provide comprehensive evaluation services for the District's Hispanic Serving Institutions Program-Title V Grant.		<b>Amount:</b> \$116,696						
<b>Requestor:</b> Myshie Pagel	<b>Area Responsible:</b> Education and Career & Technical Education							
<b>Resource Persons:</b> Steven Smith, Myshie Pagel, Robert Elliot								
<p><b>Purpose:</b> To approve a contract award for Pacific Research and Evaluation for the Department of Education Developing Hispanic Serving Institutions (HSI) Program-Title V Grant Accelerate My Degree @EPCC as required by the Department of Education.</p> <p><b>Explanation:</b> In November 2021, EPCC was awarded, and the Board of Trustees accepted the HSI grant in the amount of \$2,660,437 to develop up to 70 courses in Competency Based Education (CBE) modality and provide six certificate and/or degree pathways to accelerate degree completion. The HSI grant requires and funds comprehensive evaluation services to complete the annual and final year reports submitted to the Department of Education. The awarded contractor will provide infographics, data analysis of the performance indicators, all required and requested deliverables, and facilitate focus groups and surveys with faculty and students.</p> <p>This recommendation is based on the Request for Proposal RFP #22-010 per Texas Education Code 44.031.</p> <p>The contract award term will be for a period of five (5) years.</p> <p><b>Budget Account Number: 21476 through F21480 Budget Summary: \$116,696</b>  <b>October 1, 2021 – September 30, 2026</b>  <b>Detailed Budget Overview:</b></p> <table border="0"> <tr> <td style="padding-right: 20px;">71317</td> <td style="padding-right: 20px;">Other Professional/Technical Services</td> <td style="text-align: right;">\$116,696</td> </tr> <tr> <td></td> <td><b>TOTAL</b></td> <td style="text-align: right;"><u><b>\$116,696</b></u></td> </tr> </table>			71317	Other Professional/Technical Services	\$116,696		<b>TOTAL</b>	<u><b>\$116,696</b></u>
71317	Other Professional/Technical Services	\$116,696						
	<b>TOTAL</b>	<u><b>\$116,696</b></u>						
<b>Recommendation:</b> Approval by the Board of Trustees.								
<b>Vendor:</b> Pacific Research and Evaluation 3507 S. Corbett Avenue Portland, Oregon 97239								

**EL PASO COUNTY COMMUNITY COLLEGE DISTRICT**  
**GRANT COMPLIANCE REVIEW SERVICES: DEPARTMENT OF EDUCATION-**  
**TITLE V GRANT**

**RFP #22-010**

**ANALYSIS**

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

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

Requests for Proposals were advertised for two (2) consecutive weeks in the local newspaper, the *El Paso Inc.* All such solicitations are also posted on the Purchasing & Contract Management Department's page of the EPCC website. Twenty-one (21) proposal packets were downloaded. Three (3) vendors were notified of the solicitation. One (1) proposal was received by the published deadline. The accompanying tabulation page was used for reference only.

The "RFP Analysis Committee" evaluated and scored the written proposals, taking into account the references checked and vendor's history with the District. It is the recommendation of the "RFP Analysis Committee" (Dr. Myshie Pagel, James Valdez, Isela Robinson, and Fernando Mata) that a contract be awarded to:

Pacific Research and Evaluation  
3507 S. Corbett Avenue  
Portland, Oregon 97239

The contract award term will be for a period of five (5) years.

<b>RFP #22-010 Grant Compliance Review Services: Department of Education-Title V Grant</b>	
<b>Vendor</b>	<b>Pacific Research and Evaluation</b>
Signed Proposal Form	Provided
Cost proposal for grant evaluator services per requirements in RFP #22-010 (Section IV. Vendor Requirements, Page 19, Item 8, a-g) Year 1 \$	\$ 12,172.00
Cost proposal for grant evaluator services per requirements in RFP #22-010 (Section IV. Vendor Requirements, Page 19, Item 8, a-g) Year 2 \$	\$ 27,711.00
Cost proposal for grant evaluator services per requirements in RFP #22-010 (Section IV. Vendor Requirements, Page 19, Item 8, a-g) Year 3 \$	\$ 23,471.00
Cost proposal for grant evaluator services per requirements in RFP #22-010 (Section IV. Vendor Requirements, Page 19, Item 8, a-g) Year 4 \$	\$ 28,271.00
Cost proposal for grant evaluator services per requirements in RFP #22-010 (Section IV. Vendor Requirements, Page 19, Item 8, a-g) Final Report \$	\$ 25,071.00
Respondent agrees to hold the prices, if awarded, through the duration of the contract term of five (5) years:	Yes
Describe any additional unique business features, pricing arrangements, special services, prompt-pay discounts, terms, and conditions or other value-added services that could be provided under any agreement resulting from this RFP.	Not found in proposal
Will any District data be stored on devices not owned and controlled by Respondent?	No
Pursuant to Texas Government Code 2054.0593(d)-(f), related to cloud computing State Risk and Authorization Management program (Program), RESPONDENT represents and warrants that it complies with the requirements of the Program and agrees that throughout the term of any contract awarded by District is shall comply with the requirements of the Program in the performance of said contract OR, alternatively, RESPONDENT represents and warrants that no District data will be stored on or communicated to the cloud.	Yes
Respondents may describe what separates their company from other organizations performing the same service.	Provided
Respondents should attach with their proposal response evidence that they have complied with the District's insurance requirements as stated on the District's General Conditions of Contract.	Provided the following statement, "PRE has the appropriate insurance as set forth by Section 14 of the General Conditions of Contract. Should PRE be awarded the contract, we will provide and maintain proof of insurance during the term of the contract."
Respondents shall submit evidence of a minimum of two (2) years, with three (3) preferred, of professional service of providing similar services, preferably to higher education clients. Evidence must be submitted with proposal response.	Provided
Respondents should provide evidence of having provided in-depth evaluation of the Title V HSI Grant or experience evaluating other Competency Based Education programs or similar accelerated courses at the college or university level.	Provided
Respondents shall provide evidence of the ability to provide services by the defined timeframe of the grant funding period and the ability to participate in meetings as determined by the program director throughout the year. Respondents must commit to quick turnaround time for processing data.	Provided
Respondents should provide evidence of being familiar with the characteristics and unique needs associated with the student populations of community colleges and Hispanic-Serving Institutions.	Provided
Respondents should provide experience of producing evaluation reports for college or university government funded programs.	Provided
Attachment A – References	Provided
Attachment B - Vendor's Qualification Statement	Provided
Family Code Form - Signature and (SSN or Federal Tax ID Number) Required	Provided
Felony Conviction Form - Signatures Required	Provided
Conflict of Interest Questionnaire - Name of Vendor, Signature and Date Required	Provided
Confidentiality Form – Date, Signature and Title Required	Provided

**RFP #22-010 Grant Compliance Review Services: Department of Education-Title V Grant**

**Scoring Summary**

07/07/22

	Total	1. The purchase price.	2. The reputation of the vendor and of the vendor's goods or services.	3. The quality of the vendor's goods or services.	4. The extent to which the vendor's goods or services meet the District's needs.	5. The vendor's past relationship with the District.	6. The impact on the ability of the District to comply with laws and rules relating to Historically Underutilized Businesses.	7. The total long term cost to the District to acquire the vendor's goods or services.	8. For a contract for goods and services, other than goods and services related to telecommunication and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state.	9. Any other relevant factor specifically listed in the request for bids, proposals, or qualifications.	Recommend award (Yes/No)
Supplier / Max. points	/ 100 pts	/ 15 pts	/ 15 pts	/ 30 pts	/ 23 pts	/ 5 pts	/ 1 pt	/ 5 pts	/ 1 pt	/ 5 pts	-
Pacific Research and Evaluation	78.15	12	12	24	18.4	4.5	0	3.75	0	3.5	Yes

Comments: Total composite score rounded to the nearest hundredth.

**Scope of Work per Specifications for RFP #22-010 Grant Compliance Review Services: Department of Education-Title V Grant**

El Paso County Community College District (District) is seeking proposals from highly qualified evaluators able and willing to provide comprehensive evaluation services for the District's Hispanic Servicing Institutions (HSI) Accelerate my Degree @EPCC Grant, funded by the Department of Education's Title V Grant.

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the acceptance of a Memorandum of Understanding from the Workforce Solutions Borderplex via Grant Associates Inc.	<b>Amount:</b> \$110,705																		
<b>Requestor:</b> Maria Del Carmen Casavantes	<b>Area Responsible:</b> Center for College Access & Development																		
<b>Resource Persons:</b> Steven Smith, Susana Rodarte, Robert Elliott																			
<p><b>Purpose:</b> To provide Customer Service and Office Skills training for students referred by the Workforce Solutions Borderplex and who meet EPCC qualifications to successfully complete the program, which will enable these trainees to enter the workforce. Two student groups, Task 1 and Task 2, will be initially covered by this MOU.</p> <p><b>Explanation:</b> The objective of Task 1 of the MOU is to provide training for 20 students in Microsoft Word (32 hours), Customer Service (18 hours), Business English (40.5 hours), and Office Procedures (40.5 hours). Students who successfully complete all the training modules will be provided with a Dell Latitude 7429 laptop computer.</p> <p style="text-align: center;"><b>Budget Account Number: 23861 – P23861 Budget Summary: \$51,980</b>  <b>April 25, 2022 – June 24, 2022</b>  <b>Detailed Budget Overview:</b></p> <table style="margin-left: auto; margin-right: auto; border: none;"> <tr> <td style="padding-right: 20px;">71123</td> <td style="padding-right: 20px;">Equipment &lt;\$5,000 Grant (Laptops)</td> <td style="text-align: right;">\$21,980</td> </tr> <tr> <td>74604</td> <td>Tuition Special Programs</td> <td style="text-align: right;"><u>30,000</u></td> </tr> <tr> <td></td> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$51,980</b></td> </tr> </table> <p>The objective of Task 2 of the MOU is to provide training for 25 students in Microsoft Word (24 hours), Customer Service (16 hours), Business English (28 hours), and Office Skills (40 hours). Students who successfully complete all training modules will be provided with a Dell Latitude 7429 laptop computer.</p> <p style="text-align: center;"><b>Budget Account Number: 23862 – P23862 Budget Summary: \$58,725</b>  <b>June 27, 2022 – August 5, 2022</b>  <b>Detailed Budget Overview:</b></p> <table style="margin-left: auto; margin-right: auto; border: none;"> <tr> <td style="padding-right: 20px;">71123</td> <td style="padding-right: 20px;">Equipment &lt; \$5,000 Grant (Laptops)</td> <td style="text-align: right;">\$27,475</td> </tr> <tr> <td>74604</td> <td>Tuition Special Programs</td> <td style="text-align: right;"><u>31,250</u></td> </tr> <tr> <td></td> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$58,725</b></td> </tr> </table> <p style="margin-top: 20px;">Approval by the Board of Trustees.</p>		71123	Equipment <\$5,000 Grant (Laptops)	\$21,980	74604	Tuition Special Programs	<u>30,000</u>		<b>TOTAL</b>	<b>\$51,980</b>	71123	Equipment < \$5,000 Grant (Laptops)	\$27,475	74604	Tuition Special Programs	<u>31,250</u>		<b>TOTAL</b>	<b>\$58,725</b>
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## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the approval of a contract renewal with online database and discovery service provider EBSCO for EPCC Libraries.	<b>Amount:</b> \$52,357										
<b>Requestor:</b> Paula Mitchell	<b>Area Responsible:</b> Instruction and Student Success											
<b>Resource Persons:</b> Steven Smith, Paula Mitchell, Norma Ballenger												
<b>Purpose:</b>	To approve a contract renewal with online database and discovery service provider EBSCO for the EPCC Libraries for the 2022-2023 academic year.											
<b>Explanation:</b>	<p>To provide our students access to diverse electronic resources, the EPCC librarians have reviewed and identified EBSCO, an electronic information vendor, as essential.</p> <p>EBSCO eBooks Academic Subscription Collection is a multidisciplinary collection that includes thousands of e-books covering a large selection of academic subjects and features e-books from leading publishers and university presses.</p> <p>The purchase is in compliance with Texas Education Code 44.0311 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.</p> <p>Funding is provided by the District-wide Library Databases budget.</p>											
<b>Recommendation:</b>	Approval by the Board of Trustees.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Date:</td> <td style="text-align: right;"><u>09/01/22</u></td> </tr> <tr> <td>Account:</td> <td style="text-align: right;"><u>11000-52154</u></td> </tr> <tr> <td>Budget:</td> <td style="text-align: right;"><u>\$183,940</u></td> </tr> <tr> <td>Expenditures to date:</td> <td style="text-align: right;"><u>      -0-</u></td> </tr> <tr> <td>Balance:</td> <td style="text-align: right;"><u>\$183,940</u></td> </tr> </table>	Date:	<u>09/01/22</u>	Account:	<u>11000-52154</u>	Budget:	<u>\$183,940</u>	Expenditures to date:	<u>      -0-</u>	Balance:	<u>\$183,940</u>
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Account:	<u>11000-52154</u>											
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Expenditures to date:	<u>      -0-</u>											
Balance:	<u>\$183,940</u>											
<b>Vendors:</b>	EBSCO 10 Estes St. P.O. Box 682 Ipswich, MA 01938											



## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b>	Discussion and action on the acceptance of the Texas Higher Education Coordinating Board (THECB) Accelerate Student Success Planning Grant.	<b>Amount:</b> \$49,860																					
<b>Requestor:</b>	Paula Mitchell	<b>Area Responsible:</b> Instruction and Student Success																					
<b>Resource Persons:</b>	Steven Smith, Paula Mitchell, Robert Elliott																						
<b>Purpose:</b>	To approve the THECB Accelerate Student Success Planning Grant for the further development of the Early Alert Program. The plan is to enhance the “First-Year Experience Services,” the Early Alert plan for first-year students, and expand EPCC’s proven Early Alert Strategy.																						
<b>Explanation:</b>	<p>The grant funds will be used to convene students and faculty to help the Early Alert program gain input from all stakeholders to expand the existing program. This grant will allow us to develop the next phase of the Early Alert Program and will hopefully lead to more federal or state funding opportunities.</p> <p>The cost category of Fringe represents those employer benefit costs that vary based upon an employee’s actual salary and benefit options chosen by each employee. Benefits choices include the health/dental insurance plan and retirement programs selected. Other employer benefit costs normally borne by the institution and charged to the grant also apply like workers’ compensation, state unemployment insurance, life insurance, and long-term disability insurance.</p> <p style="text-align: center;"><b>Budget Account Number: 22203-E22203 Budget Summary: \$49,860</b>  <b>July 15, 2022 – September 30, 2022</b>  <b>Detailed Budget Overview:</b></p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: right;">61064</td> <td>Instructors FT/PT Summer II</td> <td style="text-align: right;">\$31,945</td> </tr> <tr> <td style="text-align: right;">62000</td> <td>Fringe Benefits<sup>1</sup></td> <td style="text-align: right;">3,515</td> </tr> <tr> <td style="text-align: right;">71120</td> <td>Office Supplies</td> <td style="text-align: right;">1,500</td> </tr> <tr> <td style="text-align: right;">74606</td> <td>Students Stipends</td> <td style="text-align: right;">1,800</td> </tr> <tr> <td style="text-align: right;">71310</td> <td>Professional Services</td> <td style="text-align: right;">8,600</td> </tr> <tr> <td style="text-align: right;">71330</td> <td>Printing/ Duplicating Internal</td> <td style="text-align: right;"><u>2,500</u></td> </tr> <tr> <td></td> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$49,860</b></td> </tr> </table> <p><sup>1</sup>Part-time fringe benefit rate is 11.0%</p>		61064	Instructors FT/PT Summer II	\$31,945	62000	Fringe Benefits <sup>1</sup>	3,515	71120	Office Supplies	1,500	74606	Students Stipends	1,800	71310	Professional Services	8,600	71330	Printing/ Duplicating Internal	<u>2,500</u>		<b>TOTAL</b>	<b>\$49,860</b>
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	<b>TOTAL</b>	<b>\$49,860</b>																					
<b>Recommendation:</b>	Approval by the Board of Trustees.																						

## CURRICULUM AND INSTRUCTION ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the approval of the restated and amended Cotton Valley Early College at Fabens High School Interlocal Agreement.	
<b>Requestor:</b> Steven Smith	<b>Area Responsible:</b> Instruction and Workforce Education
<b>Resource Persons:</b> Steven Smith, Tonie Badillo	
<b>Purpose:</b> To obtain approval from El Paso County Community College District Board of Trustees for the Cotton Valley Early College at Fabens High School (CVEC@FHS) Interlocal Agreement between the El Paso County Community College District and Fabens Independent School District.	
<b>Explanation:</b> With the guidance of legal counsel and respective stakeholders, the CVEC@FHS Advisory Committee, comprised of representatives from El Paso County Community College District and the Fabens Independent School District, have revised its existing Interlocal Agreement. The agreement states the new name and location of the CVEC@FHS and contains important updates from the Texas Education Agency (TEA), the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the El Paso County Community College District, and the Socorro Independent School District. The agreement confirms the responsibilities of each entity in sustaining the school. The agreement is also a requirement from the TEA in order to maintain Early College High School designation. The El Paso County Community College District has an established and respected Early College High School Program. CVEC@FHS is located at 601 NE G Avenue, Fabens, Texas 79838.	
<b>Recommendation:</b> Approval by the Board of Trustees.	



**Restated and Amended  
Interlocal Agreement  
between El Paso County Community College District  
and Fabens Independent School District  
for the Operation of the Cotton Valley Early College at Fabens High School**

This Restated and Amended Interlocal Agreement is made and entered into between El Paso County Community College District (EPCC) and Fabens Independent School District (Fabens ISD) for the purpose of operating and maintaining the Cotton Valley Early College at Fabens High School (CVEC@FHS) effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**1. Recitals**

WHEREAS, EPCC and Fabens ISD entered into an Interlocal Agreement with an effective date of June 1, 2018, to establish CVEC@FHS so that students would have the opportunity to earn a high school diploma and a two-year Associate’s Degree upon graduation from the early college high school;

WHEREAS, EPCC and Fabens ISD intend to enroll students in grades 9-12 in the CVEC@FHS and to provide the financial support necessary to do so, including all resources allowed by law, including state, local, and federal funds; and

WHEREAS, a grant from the Texas Education Agency has been used to plan the CVEC@FHS and to contribute to its success in years one through four of operation with the sustainability of the CVEC@FHS beyond that period being the responsibility of the parties to this agreement; and

WHEREAS, CVEC@FHS is located in Fabens ISD, 601 NE G Avenue, Fabens, Texas 79838, with no more than 300 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 the partnering ISD students a seamless transition between high school and college; and

WHEREAS, Fabens ISD and EPCC are authorized to enter into an Interlocal Agreement pursuant to Section 791.001, Texas Government Code, and

WHEREAS, this Agreement will provide efficiencies and cost savings to Fabens ISD and EPCC and will benefit the students and taxpayers of Fabens ISD 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.** CVEC@FHS will provide students from Fabens Middle School and surrounding communities 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 have the opportunity to earn a high school diploma and an Associate Degree upon graduation.

**3. Term.** The term of this Agreement is for one (1) year commencing on \_\_\_\_\_, and concluding on May 31, 2023, unless terminated earlier pursuant to paragraph 14 hereof.

#### 4. Definitions

**A. 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 CVEC@FHS by a Fabens ISD 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 Credit** courses are those courses for which students receive College credit only; these courses do not have a high school equivalency and therefore cannot be offered for high school credit, i.e. dual credit. These courses are taught by an EPCC faculty member at the college campus or through a distance learning class.

#### 5. Academic Plan

An academic plan developed by EPCC and Fabens ISD that enables each student to earn a high school diploma and an Associate's Degree from EPCC. College credit will be earned through College courses for dual credit and college credit courses. CVEC@FHS 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. Grading Periods and Policies.** CVEC@FHS students will adhere to the grading periods and policies of Fabens ISD as well as the school calendar for high school credit courses, but will adhere to the grading periods and policies of EPCC for dual credit and college credit courses.
- B. Courses of Study.** CVEC@FHS will primarily provide courses of study which meet the requirements of the Associate of Arts Degree (Multidisciplinary) and the Distinguished Level of Achievement diploma, in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Additional courses of study will be approved by the campus principal and EPCC dean on an individual basis.
- C. Curriculum Alignment.** A curriculum framework, that enables each student the opportunity to earn a high school diploma and an Associate of Arts Degree (Multidisciplinary) within four years. The curriculum alignment will be reviewed on an annual basis by the CVEC@FHS Advisory Committee (EPCC and Fabens ISD personnel) and updates will be documented in the annual Texas Education Agency ("TEA") Early College High School ("ECHS") re-designation Application.
- D. Instructional Materials.** Textbooks for CVEC@FHS students will be provided by Fabens ISD. All other instructional materials for college credit courses and research activities will be provided jointly by EPCC and Fabens ISD. In all cases, Fabens ISD will provide course items that are required by instructor to include college textbooks. For dual credit courses, Fabens ISD will be responsible for all instructional items. For college credit courses only, EPCC will provide supplies/consumables typically provided as part of the curriculum.

**E. Instructional Calendar.** CVEC@FHS students will follow the instructional calendar for both Fabens ISD and EPCC as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the Fabens ISD Instructional Calendar. Students enrolled in dual credit or College credit courses will attend classes on days outlined in the EPCC Instructional Calendar.

**F. Student Enrollment and Attendance Policies.** CVEC@FHS students are required to meet Fabens ISD attendance requirements for all dual credit and high school courses and the EPCC instructor's attendance requirements for all college courses taught by an EPCC instructor.

## **6. General Roles and Responsibilities**

**A. EPCC.** EPCC will be responsible for:

- (i) Admitting qualified students into EPCC
- (ii) Sharing in the professional development of CVEC@FHS instructors
- (iii) Sharing in the providing of college courses as appropriate and negotiated

**B. Fabens ISD.** Fabens ISD will be responsible for:

- (i) Recruiting students
- (ii) Providing a dedicated space at 601 NE G Avenue, Fabens, Texas 79838
- (iii) Hiring and supervising staff;
- (iv) Operating and managing the school;

**C. JOINT RESPONSIBILITIES.** EPCC and Fabens ISD will be responsible for:

- (i) Aligning the high school and college courses
- (ii) Sharing in the scheduling of college courses for CVEC@FHS
- (iii) Advising students throughout their collegiate academic experience

## **7. Staffing**

All staff for the CVEC@FHS shall be employees of Fabens ISD. CVEC@FHS staff will be under the jurisdiction of Fabens ISD and will be subject to its personnel policies. Fabens ISD shall pay all salaries and provide benefits. EPCC shall have no responsibility to compensate or provide benefits to any of the staff of CVEC@FHS. Staff for CVEC@FHS will be hired by Fabens ISD over a five (5) year period beginning with the planning year.

Once CVEC@FHS Program is fully staffed for 300 students, the following staff is recommended:

Principal/Director  
Dean of Students or Counselor  
Enough certified/credentialed teachers to maintain 25 students per class  
Nurse  
Secretary  
Clerk  
Security Guard

Teacher Aide  
Two Custodians

The staffing will allow for a limit of twenty-five students per class. Some staff may need to be on a part-time basis to better accommodate the needs of the students. When appropriate and necessary, teachers from Fabens High School who have been credentialed by EPCC, may teach needed sections at CVEC@FHS on a shared basis.

Once the degree plan has been approved by the EPCC counselor assigned to CVEC@FHS, the CVEC@FHS counselor will be responsible for overseeing every CVEC@FHS student's degree plan requirements.

The EPCC dean designated as the CVEC@FHS administrative liaison will serve on the hiring committees for CVEC@FHS administrative positions.

EPCC discipline faculty will serve on the CVEC@FHS teacher hiring committees. For those areas in which onsite dual credit classes will be offered, the CVEC@FHS will hire teachers who 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 Fabens ISD hiring procedures and requirements.

In the event EPCC provides the instructor, cost sharing will be done according to the most recent Dual Credit partnership agreement.

## 8. Use of Facilities

**A. Buildings and Site.** Fabens ISD houses the CVEC@FHS in a dedicated space located in a stand-alone facility in the district. The space will include core learning classrooms as well as administrative and student support areas. As the number of students increase, additional space will be provided to meet these needs. All core CVEC@FHS classes will be located in dedicated and contiguous space as the school grows.

**B. Use of Facilities.** Fabens ISD shall use the facilities primarily for the CVEC@FHS. EPCC will have use of the facilities during times when they are not in use by the high school. EPCC will provide one week's notice prior to using CVEC@FHS facilities.

**C. Maintenance.** CVEC@FHS shall provide grounds maintenance at its expense. CVEC@FHS shall provide maintenance of all of the buildings at its cost. CVEC@FHS will provide custodial staff to clean and maintain the buildings. CVEC@FHS will provide janitorial services as a courtesy.

**D. Utilities.** Fabens ISD shall provide and pay for all utilities used by the CVEC@FHS including electricity, water, sewer and gas. CVEC@FHS shall provide and pay for all communications facilities including telephone, email and computer networks.

**E. Insurance.** Fabens ISD shall insure the CVEC@FHS buildings under its property insurance policies against all casualty loss. In the event of casualty loss of all or any part of the buildings, the owner of the building shall be responsible for rebuilding or repair caused by the casualty loss.



## **F. Safety and Health.**

In case of a health emergency on the CVEC@FHS campus, Fabens ISD Emergency Operations Plan will be followed. If the health emergency occurs on a EPCC campus, EPCC police will be the first responder but will not be responsible for providing non-life threatening health care for any CVEC@FHS student. It is Fabens ISD's responsibility to ensure nursing staff hold the necessary credentials.

## **9. Student Services**

- A. Student Services Provided by Fabens ISD.** Except as expressly set forth herein, Fabens ISD shall provide student services for the students in CVEC@FHS, including, health services, counseling services, tutorial services, transportation, food service, high school books teaching materials, and college textbooks (see Section 5.D.). By July 1 of each year, Fabens ISD 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 Fabens ISD at CVEC@FHS, CVEC@FHS students will be issued an EPCC ID and will have open access to EPCC's online library databases, materials, and resources. EPCC will provide designated CVEC@FHS librarians with appropriate log-ins to access EPCC Library resources. EPCC librarians will provide training to CVEC@FHS librarians on available EPCC resources. CVEC@FHS students will have access to on-campus EPCC tutoring centers, Academic Computer Services labs, and libraries. CVEC@FHS 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 dual credit courses and college credit courses. A fee of \$150 will be assessed for each student enrolled after EPCC's Census Date when it is determined that the student or CVEC@FHS was responsible for not meeting that deadline.
- C. Codes of Conduct.** CVEC@FHS students will adhere to all the requirements of Fabens ISD 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 Fabens ISD Code of Conduct and the EPCC Code of Conduct, Fabens ISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be used.
- D. Transportation.** Transportation will be at the discretion of Fabens ISD and not the responsibility of EPCC. Fabens ISD will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring, and summer terms. Fabens ISD will provide round-trip transportation for students from CVEC@FHS to EPCC campuses for official school activities, such as daily classes in an approved schedule.

## **10. Professional Development Staff**

Fabens ISD shall be responsible for professional development of all full-time and part-time staff assigned to CVEC@FHS, including staff development aimed at working with at-risk students and technology. CVEC@FHS faculty will participate in the professional development activities of EPCC, Educate Texas,

and the agency designated by the Texas Education Agency (TEA) to provide ECHS 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 have successfully completed appropriate placement exams. EPCC shall provide materials, support and guidance to assist students in the application process and taking of placement exams. Students with disabilities needing accommodations should contact the EPCC Center for Students with Disabilities (CSD) to arrange a meeting with the CSD Counselor. The placement exam will be administered at the high school with EPCC CSD approved accommodations.
- B. Prerequisites.** CVEC@FHS students must meet the prerequisite for any college course they register for; 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. Degree Plans.** CVEC@FHS students will only take college credit courses that apply towards their EPCC degree plan or the degree plan of the transferring institution they have selected. This applies whether classes are taught at CVEC@FHS or at the EPCC campus. CVEC@FHS students will be advised on the transferability of all college credit offered and earned.
- D. State Assessment Testing.** The CVEC@FHS Principal will be responsible for informing the EPCC Dean of Dual Credit and Early College High Schools of all state assessment testing dates. CVEC@FHS students will be responsible for informing EPCC faculty of their state assessment dates and for ensuring that missed work is completed.
- E. High School Graduation.** Upon high school graduation, CVEC@FHS students who have not yet graduated with an Associate's Degree may continue to pursue their degree at EPCC but will assume all financial responsibility.
- F. College Graduation.** After CVEC@FHS students graduate with their Associate's Degree, they may continue to take college courses at EPCC but will assume all financial costs.
- G. EPCC Dual Credit Policy and Procedures.** In all cases, dual credit courses will adhere to EPCC's College Procedure 6.00.01.30, *High School Dual Credit Program Requirements*.
- H. 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, Fabens ISD 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 Fabens ISD. Accommodations for special education

students enrolled in dual credit and college courses must adhere to EPCC's accommodations policy.

## **12. College Curriculum**

EPCC will have full control over faculty assignments, faculty credentials and faculty evaluations to include classroom observations, student evaluations, and composite evaluations for all dual credit sections as it pertains to college courses. EPCC will have full control over the college curriculum, EPCC Student Learning Outcomes, and college textbook selection. EPCC will have full control over the college syllabi. EPCC Student Learning Outcomes will be assessed in courses awarding EPCC credit. EPCC General Education Outcomes and Competencies/Core Curriculum will be assessed according to EPCC's assessment design. EPCC will not provide classes that only meet the high school requirements. CVEC@FHS teachers will comply with any Student Learning Outcomes assessments and interventions as required by the college disciplines.

## **13. Fees, Tuition, and Testing Fees for College Courses**

EPCC shall waive tuition and fees for college credit courses for each CVEC@FHS student enrolled in such courses, provided however that such courses are related to that student's official course of study. CVEC@FHS will also fund placement testing fees.

## **14. Renewal or Termination**

Upon completion of the initial term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless either party shall give notice of nonrenewal at least ninety (90) days prior to the end of the initial term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement with or without cause at any time during the initial term upon written notice to the other party. In the event of termination during the initial 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 students of CVEC@FHS, unless the parties mutually agree. In the event of termination, CVEC@FHS will continue operation through the 11<sup>th</sup> grade cohort's scheduled graduation from CVEC@FHS. Services to enrolled 9<sup>th</sup> and 10<sup>th</sup> grade students may be continued through graduation of those cohorts by agreement. While in the process of discontinuing operation, CVEC@FHS 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 appropriate support for all students enrolled in the school.

## **15. Recruitment, Selection and Retention of Students**

To secure the broadest applicant pool possible, the CVEC@FHS will recruit qualified eighth grade students from Fabens Middle School and surrounding communities beginning in December of each year. A recruitment team comprised of the CVEC@FHS Principal and on-site CVEC@FHS staff will lead this effort. This process will include the following activities:

- a. Creation and maintenance of a CVEC@FHS web site that provides recruitment and admission information;

- b. Distribution of recruitment/admission packets to Fabens Middle school students and made available for open-enrollment students from surrounding communities;
- c. Meetings with middle school counselor to introduce and explain the concept of the ECHS;
- d. Student/parent meetings at Fabens Middle School, as well as open-enrollment parent information nights to explain the opportunities available and the commitment required of CVEC@FHS students; and
- e. Presentation of recruitment and admission information in a bilingual mode.
- f. The content of any publication bearing both names will be jointly approved and shall follow EPCC and Fabens ISD procedures.

Admission to the CVEC@FHS be open to up to 75 students for each cohort year from Fabens ISD, as well as prospective open-enrollment students from surrounding communities. Criteria for admission to the ECHS will allow all interested 8th grade students to apply. The majority of the students accepted to the ECHS will include those who are at risk of dropping out of high school, first-generation college-goers, low-income students, and/or English language learners. Should the number of qualified students wishing to attend exceed available spaces, admission will be done through a blind lottery process from the students who meet the minimum qualifying criteria. When selected, open-enrollment students will be required to transfer to Fabens ISD and provide their own transportation to the ECHS. Students will also have the rights and responsibilities defined in the EPCC Student Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures.

Violation of Fabens ISD Code of Conduct, or the EPCC Code of Conduct and/or violations of attendance, or any other state laws which are applicable to public school students may result in the loss of the privilege of attending CVEC@FHS. In the event of any inconsistency between the Fabens ISD Student Code of Conduct and the EPCC Student Code of Conduct, the Fabens ISD Student Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be administered. Any violation that results in placement in a district alternative education placement, (DAEP), will result in the loss of the student's privilege of attending CVEC@FHS, in addition, the student will be returned to the student's home-district high school (district of residency).

## **16. Marketing and Co-branding**

CVEC@FHS is a strong and beneficial partnership between Fabens ISD and EPCC and will be cobranded accordingly. EPCC and CVEC@FHS 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. The logos must be of the same size and in high-profile locations. Fabens ISD and CVEC@FHS will state "CVEC@FHS is a partnership between EPCC and Fabens ISD" 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. These materials will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Office of the Vice President of Instruction and Workforce Education. The EPCC logo, banner, or flag will be displayed in each classroom used to teach CVEC@FHS students.

## **17. Collecting and Sharing Data**

Fabens ISD and EPCC agree to collect data associated with CVEC@FHS required for reporting purposes and to share the data with the appropriate agencies as needed for internal purposes for use by either entity. Fabens ISD and EPCC Research and Accountability Division will be the primary point of contact for all

data collection for their respective institutions. In addition, Fabens ISD and EPCC agree to share any data required for the successful completion of the CVEC@FHS students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be conferred with when requesting and sharing data. When selected, CVEC@FHS will participate in instruction success and facility satisfaction surveys and other local or national surveys administered to EPCC students. Fabens ISD 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; TSI readiness by grade level; qualifications of CVEC@FHS 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; Fabens ISD data; high school grade point average, high school percentile, high school ranking; 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.

**FERPA**: For purposes of this Interlocal Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EPCC hereby designates Fabens ISD 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 Fabens ISD to carry out the Program; and Fabens ISD 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.

## **18. Advisory Committee**

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

- a. Develop and implement academic and professional policy;
- b. Develop and implement budgets and financial policy;
- c. Provide input regarding hiring and evaluating the performance of the ECHS Director/Principal;
- d. Supervise annual evaluation of the program and effectiveness of the collaboration;
- e. Ensure adherence to state and federal regulations;
- f. Review, annually, the MOU and/or articulation agreements and to suggest revisions as necessary;
- g. Review and approve staffing and master schedule.

Members of the Advisory Committee may include: EPCC Vice President of Instruction and Workforce Education, EPCC Vice President of Student and Enrollment Services, EPCC Dual Credit and Early College High Schools (DC/ECHS) Associate Director (Student Services), EPCC Executive Director of Admissions and Registrar, EPCC MDP Instructional Programs and Campus Dean, EPCC Dean of DC/ECHS, EPCC ECHS Counseling Coordinator, EPCC Counselor, the EPCC President, CVEC@FHS

Principal, Fabens ISD Superintendent, and others as invited to participate, including parent and student representatives.

### **19. Early College High School Leadership Council**

Representatives from the Advisory Committee in addition to EPCC and Fabens ISD 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. Members of the Council may include the EPCC President, EPCC Vice President of Instruction and Workforce Education, and EPCC Vice President of Student and Enrollment Services, ECHS Principals, District Office Liaisons, EPCC Campus Deans, EPCC Faculty Liaisons, TEA liaison, and appropriate UTEP administrators. It is firmly believed that this new management and organizational tool will enhance the operation of the high schools and ensure consistency in operation, while still allowing for the individuality of each Early College High School. This group will meet quarterly.

### **20. Liability of EPCC and Fabens ISD**

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. Fabens ISD 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 to the extent required by applicable law, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. For purposes of responsibility and liability for any claims by students, said students shall be considered to be students of the school district in which they are enrolled. Fabens ISD 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. **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	Fabens Independent School District
P.O. Box 20500	821 NE "G" Avenue
El Paso, TX 79998	Fabens, TX 79838
Attn: President	Attn: Superintendent
- 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 shall be governed in all respects in accordance with the laws of the State of Texas, and shall be performable in El Paso County, Texas.



- E. **Assignment Prohibited.** This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the parties.
- F. **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.

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:

\_\_\_\_\_  
EPCC General Counsel

Fabens ISD:  
Fabens Independent School District

By: \_\_\_\_\_  
Veronica Vijil, Ed.D., Superintendent

By: \_\_\_\_\_  
Ben Morales, President – Board of Trustees

Approved as to form:

\_\_\_\_\_  
Fabens ISD General Counsel



# Crosswalk



9th Grade High School			
9th Grade	Credit	EPCC Course	Credits
Biology Dual	1	BIOL 1306/1106	4
Biology Dual	1	BIOL 1307/1107	4
P/AP Algebra 1 or P/AP Algebra 2	1		
P/AP World Geography	1		
P/AP English 1	1		
Foreign Language 1	1		
Speech DC or Health	0.5	SPCH 1321	3
Learning Frameworks	0.5	EDUC 1300	3
PE	1		
<b>Total Credits</b>	<b>8</b>		<b>14</b>
9th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Speech DC (Optional and if not taken in 9th)	0.5	SPCH 1321	3
10th Grade High School			
10th Grade	Credit	EPCC Course	Credits
P/AP Chemistry	1		
P/AP English 2	1		
P/AP Algebra 2 or P/AP Geometry	1		
AP World History	1		
Foreign Language 2	1		
Economics or (Endorsement Requirement) DC	0.5	ECON 2301 or 1 class EPCC Core Component #8 that applies FOS	3
TSI Writing	0.5		
Government	1	GOVT 2305/GOVT 2306	6
TSI Math	1		
<b>Total Credits</b>	<b>8</b>		<b>9</b>
10th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Elective Credit DC (Optional)	0.5	Core requirement/FOS	3
Elective Credit DC (Optional)	0.5	Core requirement/FOS	3
<b>Total Credits</b>	<b>1</b>		<b>6</b>
11th Grade High School			
11th Grade	Credit	EPCC Course	Credits
AP Physics 1	1		
English 3	1	ENGL 1301/1302	6
P/AP Geometry or Dual Pre- Calculus	1	MATH 1314 /Math 2412 (Elective)	7
US History	1	HIST 1301/HIST 1302	6
Fine Art	1	ARTS 1301 OR MUSI 1306	3
Student Elective	1		
Student Elective	1		
Student Elective	1		
TSI Mathematics	0		
TSI Writing	0		
<b>Total Credits</b>	<b>8</b>		<b>22</b>
11th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Elective Credit DC (Optional)	0.5	EPCC FOS	3
Elective Credit DC (Optional)	0.5	EPCC FOS	3
<b>Total Credits</b>	<b>1</b>		<b>6</b>
12th Grade High School			
12th Grade	Credit	EPCC Course	Credits
Science 4	1	ASTR 1303/1304	6
English 4 (DUAL)	1	ENGL 2322 or ENGL 2323	3
Pre-Calculus DUAL or 5t Year Math DUAL	1	MATH 1314/Math 2412 or 2413/2314 or FOS classes	7
Student Elective	1		
Student Elective	1		
Student Elective	1		
Student Elective	1		
Student Elective	1		
<b>Total Credits</b>	<b>8</b>		<b>10</b>
<b>Total HS Credits</b>	<b>33</b>	<b>Total EPCC Credits</b>	<b>61</b>

## STUDENT SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the approval of lease contracts with The Phoenix of El Paso for rental of apartments for the Intercollegiate Athletics Department.	<b>Amount: (Not to Exceed)</b> \$80,000																															
<b>Requestor:</b> Felix Hinojosa	<b>Area Responsible:</b> Intercollegiate Athletic Department																															
<b>Resource Persons:</b> Carlos Amaya, Felix Hinojosa																																
<p><b>Purpose:</b> To provide housing (to include monthly rent, water, and gas) for the Room Scholarship for baseball, softball and cross-country student athletes for the 2022-2023 fiscal year.</p> <p><b>Explanation:</b> The Intercollegiate Athletic Department will require two (2) three-bedroom apartments each for the baseball, softball, and cross-country programs. The apartments will be for student athletes awarded "Room" on their NJCAA Letter of Intent.</p> <p>The Phoenix of El Paso is adjacent to the Valle Verde campus, which provides convenient walking distance to the classrooms and athletic facilities for the EPCC student athletes.</p> <p>Funding is provided by the Baseball, Cross Country and Softball accounts.</p>																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Date:</td><td style="padding: 2px; text-align: right;"><u>09/01/22</u></td></tr> <tr><td style="padding: 2px;">Account:</td><td style="padding: 2px; text-align: right;"><u>32006-A32006</u></td></tr> <tr><td style="padding: 2px;">Budget:</td><td style="padding: 2px; text-align: right;"><u>\$28,875</u></td></tr> <tr><td style="padding: 2px;">Expenditures to date:</td><td style="padding: 2px; text-align: right;"><u>-0-</u></td></tr> <tr><td style="padding: 2px;">Balance:</td><td style="padding: 2px; text-align: right;"><u>\$28,875</u></td></tr> </table>	Date:	<u>09/01/22</u>	Account:	<u>32006-A32006</u>	Budget:	<u>\$28,875</u>	Expenditures to date:	<u>-0-</u>	Balance:	<u>\$28,875</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Date:</td><td style="padding: 2px; text-align: right;"><u>09/01/22</u></td></tr> <tr><td style="padding: 2px;">Account:</td><td style="padding: 2px; text-align: right;"><u>32007-A32007</u></td></tr> <tr><td style="padding: 2px;">Budget:</td><td style="padding: 2px; text-align: right;"><u>\$28,875</u></td></tr> <tr><td style="padding: 2px;">Expenditures to date:</td><td style="padding: 2px; text-align: right;"><u>-0-</u></td></tr> <tr><td style="padding: 2px;">Balance:</td><td style="padding: 2px; text-align: right;"><u>\$28,875</u></td></tr> </table>	Date:	<u>09/01/22</u>	Account:	<u>32007-A32007</u>	Budget:	<u>\$28,875</u>	Expenditures to date:	<u>-0-</u>	Balance:	<u>\$28,875</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Date:</td><td style="padding: 2px; text-align: right;"><u>09/01/22</u></td></tr> <tr><td style="padding: 2px;">Account:</td><td style="padding: 2px; text-align: right;"><u>32011-A32011</u></td></tr> <tr><td style="padding: 2px;">Budget:</td><td style="padding: 2px; text-align: right;"><u>\$32,050</u></td></tr> <tr><td style="padding: 2px;">Expenditures to date:</td><td style="padding: 2px; text-align: right;"><u>-0-</u></td></tr> <tr><td style="padding: 2px;">Balance:</td><td style="padding: 2px; text-align: right;"><u>\$32,050</u></td></tr> </table>	Date:	<u>09/01/22</u>	Account:	<u>32011-A32011</u>	Budget:	<u>\$32,050</u>	Expenditures to date:	<u>-0-</u>	Balance:	<u>\$32,050</u>
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Balance:	<u>\$32,050</u>																															
<b>Recommendation:</b> Approval by the Board of Trustees.																																
<b>Vendor:</b> The Phoenix of El Paso 7402 Phoenix Avenue El Paso, TX 79915																																

## STUDENT SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the approval to award a contract to Motorola Solutions, Inc. for the purchase of radio equipment and installation.	<b>Amount:</b> \$53,925										
<b>Requestor:</b> Jose Ramirez	<b>Area Responsible:</b> Police Department										
<b>Resource Persons:</b> Carlos Amaya, Jose Ramirez											
<p><b>Purpose:</b> To purchase equipment and installation services to increase indoor radio frequency coverage at the Administrative Services Center Buildings “A” and “B”.</p> <p><b>Explanation:</b> The radio equipment is necessary to eliminate radio communication “dead spots”. This equipment will improve signals and provide radio communication in areas with no signal throughout the ASC “A” and “B” Buildings. This equipment is crucial to the safety and security of the entire EPCC Community.</p> <p style="text-align: center;">The purchase will be conducted through the State of Texas Department of Information Resources purchasing contract, DIR-TSO-4101, per Texas Education Code 44.031 and Texas Government Code 2054.</p> <p style="text-align: center;">Funding is provided by the Police Department budget.</p>											
<p><b>Recommendation:</b> Approval by the Board of Trustees.</p> <p style="margin-left: 40px;"><b>Vendor:</b> Motorola Solutions, Inc 500 West Monroe Street Chicago, IL 60661</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Date:</td> <td style="padding: 2px; text-align: right;"><u>07/11/22</u></td> </tr> <tr> <td style="padding: 2px;">Account:</td> <td style="padding: 2px; text-align: right;"><u>11000-61001</u></td> </tr> <tr> <td style="padding: 2px;">Budget:</td> <td style="padding: 2px; text-align: right;"><u>\$367,512</u></td> </tr> <tr> <td style="padding: 2px;">Expenditures to date</td> <td style="padding: 2px; text-align: right;"><u>\$173,809</u></td> </tr> <tr> <td style="padding: 2px;">Balance:</td> <td style="padding: 2px; text-align: right;"><u>\$193,703</u></td> </tr> </table>	Date:	<u>07/11/22</u>	Account:	<u>11000-61001</u>	Budget:	<u>\$367,512</u>	Expenditures to date	<u>\$173,809</u>	Balance:	<u>\$193,703</u>
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Expenditures to date	<u>\$173,809</u>										
Balance:	<u>\$193,703</u>										

## STUDENT SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the approval of Continuing Education tuition rates for new courses.	
<b>Requestor:</b> Blayne Primozich	<b>Area Responsible:</b> Workforce and Continuing Education
<b>Resource Persons:</b> Steven Smith, Blayne Primozich	
<b>Purpose:</b> To approve tuition rates for new CE courses.	
<b>Explanation:</b> As new courses are brought into the inventory, the Board of Trustees approves the associated tuition rates.	
<b>Recommendation:</b> Approval by the Board of Trustees.	

<b>COURSE</b>	<b>TITLE</b>	<b>HOURS</b>	<b>TUITION</b>
<b>Allied Health</b>			
AHP 601	Dental Hygiene Clinicals Enhancement	100	\$35
<b>Center for Corporate &amp; Workforce Training</b>			
CCW 203	Introduction to Blueprint Reading for Welders	96	\$411
CCW 204	Introduction to Welding Using Multiple Processes	96	\$411
CCW 205	Introduction to Welding Metallurgy	96	\$411
CWT 322	Motor Control	20	\$399
CWT 323	PLC Troubleshooting	10	\$420
CWT 711	TWC-Certified Logistics Technician	80	\$2,076
<b>Personal Enrichment</b>			
PIO 111	Beginning Writer's Workshop – Online	24	\$145

## STUDENT SERVICES ABSTRACT

<b>Item(s) to be Considered:</b> Discussion and action on the approval of Continuing Education tuition rates for revised courses.	
<b>Requestor:</b> Blayne Primozich	<b>Area Responsible:</b> Workforce and Continuing Education
<b>Resource Persons:</b> Steven Smith, Blayne Primozich	
<b>Purpose:</b>	To approve tuition rates for revised CE courses.
<b>Explanation:</b>	Workforce and Continuing Education Department is requesting approval for changes in tuition. The comments column provides explanation for each revised rate.
<b>Recommendation:</b>	Approval by the Board of Trustees.



COURSE	TITLE	OLD HOURS	OLD TUITION	NEW HOURS	NEW TUITION	COMMENTS
<b>Allied Health</b>						
AHP 458	Veterinary Assistant Series	72	\$361	96	\$399	Vendor increased the number of hours and the course cost.
<b>Center for College Access &amp; Development</b>						
WPL 103	Business English	40	\$375	28	\$320.50	The Customer Service Training Program was reduced to six weeks, lowering course hours and tuition.
WPL 171	Introduction to Computer Applications	36	\$375	24	\$320.50	The Customer Service Training Program was reduced to six weeks, lowering course hours and tuition.
WPL 508	Customer Service and Professional Selling	18	\$375	16	\$312.50	The Customer Service Training Program was reduced to six weeks, lowering course hours and tuition.
WPL 509	Introduction to Administrative Office Procedures	40	\$375	40	\$320.50	The enrollment cap was raised from 20 to 25 students, reducing the per-student cost.
<b>Personal Enrichment</b>						
PIE 671	Writeriffic: Creativity Training for Writers - Online	24	\$80	24	\$145	Increased tuition to be aligned with other course offerings with the same contact hours.
PIE 680	Computer Skills for the Workplace - Online	24	\$125	24	\$145	Increased tuition to be aligned with other course offerings with the same contact hours.

<b>COURSE</b>	<b>TITLE</b>	<b>OLD HOURS</b>	<b>OLD TUITION</b>	<b>NEW HOURS</b>	<b>NEW TUITION</b>	<b>COMMENTS</b>
<b>Personal Enrichment</b>						
PIE 757	Accounting Fundamentals - Online	24	\$125	24	\$145	Increased tuition to be aligned with other course offerings with the same contact hours.
PIE 767	Building Wealth - Online	24	\$125	24	\$145	Increased tuition to be aligned with other course offerings with the same contact hours.
PIE 773	Administrative Assistant Applications - Online	24	\$125	24	\$145	Increased tuition to be aligned with other course offerings with the same contact hours.