



Regular Board of Trustees Meeting Tuesday, October 29, 2024

El Paso Community College
9050 Viscount Blvd, Boardroom A200
2024-10-29 16:30 - 17:30 MDT

Table of Contents

1. General Functions

A REGULAR MEETING of the Board of Trustees of the El Paso County Community College District will be held on Tuesday, October 29, 2024, beginning at 4:30 p.m. This Regular meeting will be held at the Administrative Service Center located at 9050 Viscount Blvd; Board of Trustees Room - #A200, El Paso, TX 79925, and will be viewable through the EPCC YouTube channel refer to the link: <https://www.youtube.com/user/goepcc>

1.1. CALL TO ORDER

1.2. ROLL CALL

1.3. EXECUTIVE & CLOSED SESSION

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

1.3.1. Discussion with legal counsel regarding dismissal of lawsuit styled,

Jesus A. Ortiz v. El Paso County Community College District, in the United States District Court for the Western District of Texas in El Paso County, Texas, Cause Number 3:24-CV-00184, pursuant to Section 551.071 of the Texas Government Code.

1.3.2. Discussion with legal counsel regarding a lawsuit styled,

Catalina Valtierra-Pinon v. El Paso County Community College District, in the 168th Judicial District Court, El Paso County, Texas, Cause Number 2024DCV2798, pursuant to Section 551.071 of the Texas Government Code.

1.3.3. Discussion with legal counsel regarding an EEOC charge filed by Marcia Clark, EEOC charge number 453-2024-00683, pursuant to Section 551.071 of the Texas Government Code.

1.3.4. Discussion with legal counsel regarding an EEOC charge filed by Fariba Ansari, EEOC charge number 453-2024-01910, and lawsuit styled,

Fariba Ansari v. El Paso County Community College District, in the 168th Judicial District Court, El Paso County, Texas, Cause Number 2024DCV2425 , pursuant to Section 551.071 of the Texas Government Code.

1.3.5. Discussion with legal counsel regarding an EEOC charge filed by Kathryn Gutierrez, EEOC charge number 453-2025-0056, pursuant to Section 551.071 of the Texas Government Code.

1.3.6. Discussion with legal counsel regarding dismissal of EEOC charge filed by Raymundo Vasquez, EEOC charge number 453-2024-01836, pursuant to Section 551.071 of the Texas Government Code.

1.4. APPROVAL of MINUTES

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

1.4.1. August 28, 2024 Regular Board of Trustees meeting.....7

Regular Board of Trustees Meeting August 28 2024 Minutes.pdf.....7

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

1.8. COMMUNICATIONS

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

1.9. BOARD of TRUSTEES BUSINESS

Action items

1.9.1. Discussion and take possible action regarding a lawsuit styled, Catalina Valtierra-Pinon v. El Paso County Community College District, in the 168th Judicial District Court, El Paso County, Texas, Cause Number 2024DCV2798.

1.9.2. Discussion and take possible action regarding EEOC charge filed by Marcia Clark, EEOC charge number 453-2024-00683.

1.9.3. Discussion and take possible action regarding EEOC charge filed by Fariba Ansari, EEOC charge number 453-2024-01910, and lawsuit styled, Fariba Ansari v. El Paso County Community College District, in the 168th Judicial District Court, El Paso County, Texas, Cause Number 2024DCV2425.

1.9.4. Discussion and take possible action regarding EEOC charge filed by Kathryn Gutierrez, EEOC charge number 453-2025-0056.

1.10. BOARD REPORTS

1.10.1. Treasurer's Report

No Action Required

1.10.1.1. August 31, 2024 Financial Statements.....22

Final_August2024_FinancialStatements 10-24-24.pdf.....22

1.10.2. President's Report

1.10.2.1. Dr. William Serrata, College President, will update the Board of Trustees and audience on recent events that have transpired at El Paso Community College.

1.11. CONSENT DOCKET - NONE

2. ADMINISTRATION

Action Required on item 2.1 only

2.1. CGC, CHA, FFDA, FLB (Local) TASB Board Policies 2nd Reading & approval.....51

Action Required Resource Person: Julie Penley

2.1 CGC, CHA, FFDA FLB (Local) Board Policies 2nd reading U46_47 Oct24.docx.....51

2.1 CGC (Local) policy.pdf.....52

2.1 CHA (Local)_with edits policy.pdf.....53

2.1 FFDA (Local) policy.pdf.....56

2.1 FLB (Local) policy.pdf.....69

2.2. DBA, DBB, DC, DEA, DEAA, DEAB, DK, DMC, EBA, ECC (Local) TASB policies for 1st reading, review & comment.....74

No Action Required Resource Person: Julie Penley

2.2 DBA,DBB,DC,DEA,DEAB,DK,DMC,EBA,ECC (Local) Policies 1st Reading.docx.....74

2.2 DBA(Local).pdf.....76

2.2 DBB(Local).pdf.....77

2.2 DC(Local).pdf.....79

2.2 DEA(Local).pdf.....80

2.2 DEAA(Local).pdf.....83

2.2 DEAB(Local).pdf.....84

2.2 DK(Local).pdf.....86

2.2 DMC(Local).pdf.....87

2.2 EBA (Local) .pdf.....	90
2.2 ECC (Local) .pdf.....	91
3. PERSONNEL	
No Action Required	
3.1. Information items - Institutionally, externally funded full-time staff and faculty appointments, extensions, resignations and retirements.....	
93	
No action required	
3.1 Institutionally, Externally Funded Appointments Extensions and Resignations .pdf.....	93
4. FINANCIAL SERVICES	
Action items	
4.1. Discussion and action on the approval to purchase from Bluum USA, Inc. equipment and services to install the SP Controls system in an amount not to exceed \$157,248.....	
99	
Action item Resource Person: Marco Fernandez	
4.1 NTE \$157,248 Abstract_SP Controls Control Systems_Agenda DE FO.docx....	99
4.2. Discussion and action on the approval to award a contract to Taco Family Inc., d/b/a Taqueria Don Chicho 3 and to The Basil Garden, LLC d/b/a Juice Society	
100	
to provide on-site food services on a concession basis at the Northwest Campus and Rio Grande Campus respectively. Action item Resource Person: Fernando Flores	
4.2 Abstract Food Services On a Concession Basis .docx.....	100
4.2.1 Analysis RFP #24-020 On-site Food Services on a Concession Basis - Northwest Campus.pdf.....	101
4.2.2 RFP #24-020 Composite Score - Board Agenda.pdf.....	102
4.2.3 RFP #24-020 Evaluation Tabulation - Board Agenda.pdf.....	103
4.2.4 Analysis RFP #24-021 Rio Grande Campus Coffee, Pastry, and Sandwich Shop.pdf.....	104
4.2.5 RFP #24-021 Composite Score - Board Agenda.pdf.....	105
4.2.6 RFP #24-021 Evaluation Tabulation - Board Agenda.pdf.....	106
5. PHYSICAL FACILITIES - NONE	
6. CURRICULUM AND INSTRUCTION	
Action items	
6.1. Discussion and action on the approval of the revised new credit program certificate in Social Media in the amount of \$85,657.....	
107	
Action item Resource Person: Steven Smith	

6.1 Abstract \$85,657 Revised New Credit Certificate Social Media.docx.....	107
6.2. Discussion and action on the approval of a new academic program in Polysomnography (Sleep Study Tech) in the amount of \$73,257.....	108
Action item Resource Person: Steven Smith	
6.2 Abstract \$73,257_Polysomnography.docx.....	108
6.3. Discussion and action on the approval of a new Occupational Skills Award in Birth to 3 Teacher.....	109
Action item Resource Person: Steven Smith	
6.3 Abstract Birth to 3 Teacher_OSA.docx.....	109
6.4. Discussion and action on the approval of a new Occupational Skills Award in Microsoft Office Specialist.....	110
Action item Resource Person: Steven Smith	
6.4 Abstract_Microsoft Office Specialist OSA_101024_Updated.docx.....	110
6.5. Discussion and action on the acceptance of the Texas Higher Education Coordinating Board (THECB) Carl D. Perkins Basic Grant in the amount of \$894,771.....	111
Action item Resource Persons: Steven Smith, Carlos Amaya, Julie Penley	
6.5 Grant Abstract \$894,771 THECB Carl Perkins .docx.....	111
6.5 THECB - 2024-2025 Carl Perkins Basic Agreement #01214.pdf.....	112
6.6. Discussion and action on the acceptance of a grant from the U.S Department of Labor (DOL) in the amount of \$160,000.....	127
Action item Resource Person: Steven Smith	
6.6 Grant Abstract \$160,000 Susan Harwood .docx.....	127
6.7. Discussion and action on the acceptance of a grant award from the James A. “Buddy” Davidson Foundation in the amount of \$63,575.....	128
Action item Resource Person: Steven Smith	
6.7 Grant Abstract \$63,575 James Buddy Davidson Foundation.docx.....	128
6.8. Discussion and action on the acceptance of a grant award from the Texas Workforce Commission (TWC) in the amount of \$31,500.....	129
Action item Resource Person: Steven Smith	
6.8 Grant Abstract \$31,500 Skills for Small Business TWC .docx.....	129
6.9. Discussion and action on the acceptance of a grant award from the Math Circle Network of the American Institute of Mathematics (AIM) in the amount of \$1,000.....	130

Action item Resource Person: Steven Smith

6.9 Grant Abstract_AIM \$1,000.docx.....130

7. STUDENT SERVICES

Action items

7.1. Discussion and action on the approval to purchase and install a new LED scoreboard and LED illuminated sponsor light boxes from Big Media (EP Big Media, Inc.) for the EPCC Baseball field located at the Valle Verde Campus.....131
in an amount not to exceed \$101,574. Action item Resource Person: Carlos Amaya

7.1 NTE \$101,574 Abstract - Scoreboard for VV Athletics 10.11.24 DE.docx.....131

7.2. Discussion and action on the approval of Continuing Education (CE) tuition rates for new courses.....132

Action item Resource Person: Steven Smith

7.2 Abstract_New_CE_Rates_100324.docx.....132

7.3. Discussion and action on the approval of Continuing Education (CE) tuition rates for revised courses.....134

Action item Resource Person: Steven Smith

7.3 Abstract_Revised_CE_Rates_100324.docx.....134

8. COMMUNITY SERVICES - NONE

9. ADJOURNMENT and announcement of next Board of Trustees meeting

Action item

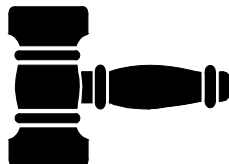
EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES MINUTES

August 28, 2024

Regular

**REGULAR
October 29, 2024
Exhibit 1.4**





REV Regular Board of Trustees Meeting - Wednesday, August 28, 2024 Minutes

El Paso Community College
Wednesday, August 28, 2024 at 4:30 PM MDT
9050 Viscount Blvd, Boardroom A200

1. General Functions

A REGULAR MEETING of the Board of Trustees of the El Paso County Community College District will be held on Wednesday, August 28, 2024, beginning at 4:30 p.m. This Regular meeting will be held at the Administrative Service Center located at 9050 Viscount Blvd; Board of Trustees Room - #A200, El Paso, TX 79925, and will be viewable through the EPCC YouTube channel refer to the link:

<https://www.youtube.com/user/goepcc>

1.1. CALL TO ORDER

**The meeting was called to order at 4:30 p.m. by Board Chair Brian Haggerty.
The Trustees led the guests in the Pledge of Allegiance.**

1.2. ROLL CALL

Present:

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

Absent:

Members: Ms. Nina Piña - Trustee

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 legal update of EEOC charge(s) and lawsuit(s) pending against EPCC, pursuant to Section 551.071 of the Texas Government Code.

1.3.2. Discussion with legal counsel regarding EEOC charge filed by Marcia Clark, EEOC charge number 453-2024-00683, in accordance with Section 551.071 of the Texas Government Code.

- 1.3.3. Discussion with legal counsel regarding EEOC charge filed by JoAnn Perales, EEOC charge number 453-2024-01625, in accordance with Section 551.071 of the Texas Government Code.
- 1.3.4. Discussion with legal counsel regarding proposed contract non-renewal of employee in Division of Instruction and Workforce Education, in accordance with Section 551.071 and 551.074 of the Texas Government Code.
- 1.3.5. Discussion with legal counsel regarding the purchase and sale agreement with Farmers Select, LLC, pursuant to Section 551.072 of the Texas Government Code.
- 1.3.6. Discussion with legal counsel regarding the MOU between EPCC and the County of El Paso for the mutual conveyance of land for public purposes, pursuant to Section 551.072 of the Texas Government Code.
- 1.4. APPROVAL of MINUTES

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

 - 1.4.1. June 21, 2024, Special Board meeting
 [Special Meeting of the Board of Trustees- June 21, 2024, Minutes.pdf](#)
 - 1.4.2. June 26, 2024 Regular Board of Trustees meeting
 [Regular Board of Trustees Meeting Wednesday June 26 2024 Minutes.pdf](#)
 - 1.4.3. July 24, 2024, Regular Board of Trustees meeting
 [Regular Board of Trustees Meeting July 24 2024 Minutes.pdf](#)
 - 1.4.4. August 7, 2024, Special Board meeting
 [August 7 2024 REV Special Meeting Board of Trustees Minutes.pdf](#)

Motion:
Motion moved by Ms. Najera and motion seconded by Mr. Uxer. Motion passed.
Dr. Graham abstained for the July 24, 2024 meeting minutes.
- 1.5. WELCOME to GUESTS & STAFF MEMBERS
Mr. Haggerty welcomed all guests to the meeting.
- 1.6. OPEN FORUM

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

None.

1.7. PRESENTATIONS by INDIVIDUALS, GROUPS, & ORGANIZATIONS

- 1.7.1. Mr. Ben Avalos, USA Pickleball Ambassador, will provide a presentation regarding the unused tennis courts at the Transmountain campus.

Mr. Ben Avalos provided a presentation to the Board of Trustees on the tennis courts at the Transmountain campus. His presentation included the history of the sport, classes offered around the El Paso community, the prices he gathered, and the results he would expect with transforming the tennis courts.

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

Retiree's listed under Personnel section 3.1

Dr. Serrata recognized Pilar Gimble (21 years of service), Oscar Gil (29 years of service), and Dr. Linda Brown (27 years of service) for their dedication to the College District.

- 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.

Mr. Luis Caro, Student Government Association President, introduced the members of 2024 El Paso Community College Student Government Association. The association includes Farjana Sumi, Vice President, Alejandro Granados, Parliamentarian, Isaac Diaz, Secretary, Victor Montez, Treasurer, Dylan Estrada-Vasquez, Historian, Alejandra Flores-Valle Verde Campus Representative, Jorge Delgado- Transmountain Campus Representative, Natali Morales- Valle Verde Senator, Perla Delgado- Valle Verde Senator, Luis Gonzales- Valle Verde Senator, Cecilia Facio- Rio Grande Campus Representative, Juan Pablo Gonzalez- Rio Grande Senator. Mr. Caro mentioned that this year's goals for SGA are to enhance the overall student experience on campus, build a strong support network between students and the college, and empower students to achieve their academic and professional goals using the resources available at the college. He informed the Trustees that SGA will be hosting the Texas Junior College Student Government

Association Regional Conference this year. They will also be sharing the importance of voting for the upcoming election and assisting with several voting registration drives and activities throughout the semester. He concluded his presentation by thanking the Board for their time and attention.

Dr. Albert Burnham, Faculty Association President, and the Faculty Association Senators introduced themselves and the campus they represent to the Board of Trustees and guests. The association includes Sandra Cuevas- Valle Verde Campus, Pat Barrientos- Vice President of Adjunct Faculty at the Transmountain Campus, Isela Castañon-Williams- Valle Verde Campus, Imelda Polo- Rio Grande Campus, Estela Valles- Transmountain Campus, Wayne Diggs- Rio Grande Campus, Jesusita Ibarra-Valle Verde Campus, Dr. Kim Diaz- Mission del Paso, Blake Klimasara- Northwest Campus, Tim Watkins-Transmountain Campus, Dr. Manuela Gomez- Valle Verde Campus, Dr. Nader Rassaei- Rio Grande Campus, Dr. Gene Morales- Mission del Paso Campus, Margaret Rodriguez- Rio Grande Campus, Mary Helen Fabela- Valle Verde Campus, and Rene Castañeda- Northwest Campus. Dr. Burnham thanked the Board of Trustees for their time and attention.

1.8. COMMUNICATIONS

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

Mr. Fernando Flores provided a presentation on the Fiscal Year (FY) 2024-2025 budget. He began his presentation by reminding the Board of Trustees that two previous budget workshops were presented to the Board of Trustees - June 21, 2024, and August 7, 2024. He mentioned that he will be reviewing the FY 2024-2025 Revenue Projections and the FY 2024-2025 Proposed Budget.

Mr. Flores reviewed the Revenue Projections for FY 2024-2025, stating that the projected revenues total \$166,496,516: \$73,087,258 in property taxes, \$44,140,590 in state appropriations, \$39,144,898 in tuition and fees, \$6,331,710 in other income, \$3,000,000 in self-supporting programs, and \$792,060 in overhead recovery. He shared that the preliminary expenditures by functions baseline budget total

\$157,228,302, which was reviewed at the latest Special Board meeting, stating that, of the total budget, \$55,286,065 goes to instruction, \$44,240,212 to institutional support, \$19,162,799 to academic support, \$13,147,286 to operations and maintenance of Physical Plant, \$11,286,340 to student services, \$7,595,255 to transfers, \$3,301,587 to public service, \$3,000,000 to self-supporting programs, and \$208,758 to research. He continued by reviewing the preliminary expenditures by expense category, stating that faculty salaries are the largest category, totaling \$54,330,095, then staff salaries at \$47,722,940 supplies and services at \$27,213,125, benefits at \$14,203,765, transfers at \$7,595,255, contingency at \$3,786,032, equipment at \$1,089,748, and travel expenses at \$1,287,342.

Mr. Flores concluded his presentation by sharing the FY 2024-2025 proposed budget. He stated that the baseline budget, including self-supporting programs, totals \$157,228,302. However, the critical needs, the 4% salary increase for eligible employees, additional requests from executive levels, and the biennial reserve, the proposed budget totals \$166,496,516. He thanked the staff in the budget office, Associate Vice President Ana Zúñiga, his office staff, Ms. Josette Shaughnessy, Dr. William Serrata, Cabinet Officers, and the Board of Trustees.

1.9. BOARD OF TRUSTEES BUSINESS

Action items

- 1.9.1. Discussion and take possible action regarding pending EEOC charge filed by Marcia Clark, EEOC charge number 453-2024-00683.

No action.

- 1.9.2. Discussion and take possible action regarding pending EEOC charge filed by JoAnn Perales, EEOC charge number 453-2024-01625.

No action.

- 1.9.3. Discussion and take possible action regarding proposed contract non-renewal of employee in Division of Instruction and Workforce Education.

Motion:

Motion moved by Ms. Najera and motion seconded by Dr. Graham to approve the contract non-renewal of Edith Avila, an employee in the Division of Instruction and Workforce Education.

Mrs. Robles was not present to vote. Motion passed.

- 1.9.4. Discussion and action to authorize Dr. William Serrata or his designee to execute a letter of support and/or no objection on behalf of the College for a Subzone Expansion of Foreign Trade Zone 58

to include a pecan process facility of SNRA Commodities, Inc. at 1601 N. Fabens Road, Fabens, TX 79838.

Motion:

Motion moved by Ms. Najera and seconded by Mr. Uxer. Ms. Najera and Mr. Uxer withdrew their motion to approve.

Motion:

Motion moved by Mr. Uxer and motion seconded by Mrs. Robles to table item 1.9.4 until the September 24, 2024 Regular Board Meeting. Motion passed.

- 1.9.5. Discussion and action to authorize Dr. William Serrata or his designee to execute a letter of support and/or no objection on behalf of the College for a Minor Boundary Modification of Foreign Trade Zone 58

to include a distribution facility of World Haul Logistics, LLC at 13490 Pellicano Drive, Fabens, TX 79928.

Motion:

Motion moved by Dr. Graham and motion seconded by Ms. Najera to table item 1.9.5 until the next Regular Board Meeting. Motion passed.

- 1.9.6. Discussion and take possible action regarding the upcoming regular Board of Trustees meetings for September, October, and November 2024.

Motion:

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

1.10. BOARD REPORTS

1.10.1. Treasurer's Reports

No Action required

1.10.1.1. July 31, 2024 Financial Statements

 [July 31, 2024 Financial Statements.pdf](#)

1.10.2. President's Report

- 1.10.2.1. Dr. William Serrata, College President, will update the Board of Trustees and audience on recent events that have transpired at El Paso Community College.

Dr. Serrata began his report by congratulating EPCC's 30 Licensed Vocational Nurse Graduates, including ten from Silva Magnet High School. Congratulations were extended to all graduates. He appreciated the Cosmetology Department hosting the annual "Power of Pink" event in partnership with local health organizations. Approximately 60 cancer survivors received beauty makeovers, professional pictures, snacks, and gifts. Dr. Serrata congratulated the Tejano Empowerment Network for receiving the "Program of the Year" award at the Texas Student Leadership Summit. Special recognition was given to Dr. Jose Pacheco-Lucero and the Steering Committee. Dr. Serrata shared that Mamava Lactation Pods were installed at five EPCC campuses. These pods will support student parents by providing a welcoming study space and are available to students, faculty, and staff. Dr. Serrata informed the Trustees that the 2nd annual Teal Bash event was hosted at the Valle Verde campus with over 500 guests. He thanked Dr. Carlos Amaya, Ms. Nadia Rivas, Mr. Alex Guerrero, and their teams for their efforts. Dr. Serrata continued by sharing that the Veterans' Voices program started on September 11 and aimed at connecting veterans and military-affiliated students through shared readings and discussions, fostering understanding between military and civilian communities. He also mentioned that the EPCC Veterans Resource Center's approval as a VA Work Study Site allows eligible veterans to earn a work-study allowance while studying.

Dr. Serrata informed the Trustees that the Rio Grande Campus and the Division of Arts, Communications, Career & Technical Education, and Social Sciences increased the volume and served as headquarters for the You Rock! Music Camp. He mentioned that young girls between the ages of 8 and 17 had the chance to work with some of El Paso's finest musicians and music teachers and, in ten short days, formed a band, learned an instrument, composed an original song, and culminated the camp with a performance in front of an audience of hundreds at the San

Jacinto Plaza. This music camp is the result of a collaboration among the “Because of You Fund” founders Jim and Kristine Ward, Deans Souraya Hajjar and Brian Kirby, Michael Talamantes of EPCC's Recruitment Services, and the El Paso Community Foundation. Dr. Serrata continued by recognizing the Valle Verde Language Institute for hosting the El Paso Zoological Society's summer camp, which focused on sustainability and engaged 185 youth in educational courses. He mentioned that the 4th annual Art Alliance conference was held at UTEP in July. He recognized Ms. Sarelah Aguilar, Mr. Frank Rimbach, and Mr. Brack Marrow for providing workshops and guidance to K-12 art teachers, reflecting their commitment to the arts community. Dr. Serrata concluded his report by thanking Dr. Amaya and his team for extending student service hours, including in-person support until 7:00 p.m., and offering a voucher worth up to \$500 on books.

1.11. CONSENT DOCKET - NONE

2. ADMINISTRATION

Action items - CKB and CS

2.1. CAK (Local) Appropriations and Revenue Sources for 1st reading and approval.

Action Required

Resource Person: Fernando Flores

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

 [2.1 CAK \(LOCAL\) Policy 1st reading & approval .pdf](#)

Motion:

Motion moved by Dr. Graham and motion seconded by Mrs. Robles to approve items 2.1, 2.2, 2.3, 2.4, and 2.5. Motion passed.

2.2. CC (Local) Annual Operating Budget for 1st reading, review and comment.

No Action Required

Resource Person: Julie Penley

 [2.2 CC \(LOCAL\) Abstract Board Policy 1st reading & comment .docx](#)

 [2.2 CC \(Local\) Aug24.pdf](#)

Motion:

Item passed.

- 2.3. CKB (Local) Insurance And Annuities Management - Liability Insurance for 2nd reading and approval.

Action item

Resource Person: Julie Penley

 [2.3 CKB \(LOCAL\) Abstract Board Policy 2nd reading .docx](#)

 [2.3 CKB\(L\)-X with edits 0724.pdf](#)

Motion:

Item passed.

- 2.4. CS (Local) Information Security for 2nd reading and approval.

Action item

Resource Person: Julie Penley

 [2.4 CS \(LOCAL\) Abstract Board Policy 2nd reading .docx](#)

 [2.4 CS \(Local\) U47.pdf](#)

Motion:

Item passed.

- 2.5. DMAB (Local) Term Contracts: Nonrenewal for 1st reading and approval.

Action item

Resource Person: Julie Penley

 [2.5 DMAB \(LOCAL\) Abstract Board Policy 1st reading & approval .docx](#)

 [2.5 DMAB \(LOCAL\)-AJC with edits 082224.docx](#)

Motion:


Item passed.

3. PERSONNEL

Action items 3.2 and 3.3

- 3.1. Information items - Institutionally, externally funded full-time staff and faculty appointments, extensions, resignations and retirements.

No action required

 [REV 3.1 Institutionally, externally funded full-time staff & faculty appointments, extensions, resignations and retirements.pdf](#)

- 3.2. Discussion and action on the reappointment of new Tenured Faculty, reappointment of continuing Probationary Faculty and authorization for the

President to enter into written employment contracts and contract addenda for the 2024-2025 academic year with Tenured and Probationary Faculty members.

Action item

 [REV 3.2 Faculty contracts.pdf](#)

Motion:

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

- 3.3. Discussion and action on the reappointment of continuing regular Classified Staff, Professional Staff and Administrative Staff and authorization for the President to enter into written employment contracts effective September 1, 2024, with the listed employees.

Action item

 [REV 3.3 Staff contracts.pdf](#)

Motion:

Motion moved by Dr. Graham and motion seconded by Mr. Uxer to approve items 3.3, 4.1, and 4.2. Motion passed.

4. FINANCIAL SERVICES

Action items

- 4.1. Discussion and action on the approval of a one-year campuswide support agreement with Oracle America, Inc. in the amount of \$824,201.

Action item

Resource Person: Marco Fernandez

 [4.1 \\$824201 Abstract Oracle America Inc.docx](#)

Motion:

Item passed.

- 4.2. Discussion and action on a two-year software maintenance support contract with Ellucian Higher Education for the Banner Enterprise Resource Planning (ERP) system in an amount not to exceed \$625,770.

Action item

Resource Person: Marco Fernandez

 [4.2 NTE \\$625770 Abstract Banner.docx](#)

 [4.2 2024-2026 Ellucian \(Banner\) Memo.pdf](#)

 [4.2 2024-2026 Ellucian Sole Source.pdf](#)

Motion:

Item passed.

- 4.3. Discussion and action on the approval of contracts with purchasing cooperative-awarded vendors to provide copy paper for the Instructional Service Centers and Open Computer Labs for the fiscal year 2024-2025 in an amount not to exceed \$105,000 (estimated annual aggregate amount).

Action item

Resource Person: Fernando Flores

 [4.3 \\$105,000 2024-2025 FY Abstract Copy Paper.docx](#)

Motion:

Motion moved by Dr. Graham and motion seconded by Ms. Najera to approve items 4.3 and 4.4. Motion passed.

- 4.4. Discussion and action on the approval of a one-year contract with Innovative Interfaces, Inc. for maintenance of the Sierra Library Services Platform, which integrates all College library services in the amount of \$93,572.

Action item

Resource Person: Marco Fernandez

 [4.4 \\$93572 Abstract Innovative Interfaces.docx](#)

Motion:

Item passed.

- 4.5. Discussion and action on the acceptance of the 2024 Certified Appraisal Roll with a net taxable value of property within the El Paso County Community College District of \$68,781,899,831 as established by the Central Appraisal District.

Action item

Resource Person: Fernando Flores

 [4.5 1-4 Acceptance of the 2024-2025 Certified Appraisal Roll .docx](#)

Motion:

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

- 4.6. Discussion and action on the adoption of the Fiscal Year 2024-2025 Operating Budget of \$166,496,516.

Action item

Resource Person: Fernando Flores

 [4.6 Adoption of FY 2024-2025 Operating Budget .docx](#)

 [4.6 back-up Operating Budget 2024-2025.docx](#)


Motion:

Motion moved by Dr. Graham and motion seconded by Ms. Najera to approve items 4.6 and 4.7. Motion passed.

- 4.7. Discussion and action on the adoption of the fiscal year 2024-2025 Auxiliary Fund Budget.

Action item

Resource Person: Fernando Flores

 [4.7 Abstract - Adoption 2024-25 Auxiliary Fund Budget.docx](#)

 [4.7 REV 2024-25 AuxSvs Bdgt.pdf](#)

Motion:

Item passed.

- 4.8. Discussion and action on the adoption of the Order and the Certificate of Order Setting Tax Rate of \$0.107786 per \$100 valuation for fiscal year 2024-2025.

Action item

Resource Person: Fernando Flores

 [4.8 1-4 Adoption of the Order and the Certificate of Order Setting Tax Rate for FY 2024-2025.docx](#)

Motion:

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

5. PHYSICAL FACILITIES

Action item

- 5.1. Discussion and action on the approval of expenditures with various vendors to purchase as needed districtwide for fiscal years 2024-2025.

Action item

Resource Person: Fernando Flores

 [5.1 MRO Expenditures - Aug'24 .docx](#)

Motion:

Motion moved by Dr. Graham and motion seconded by Mrs. Robles.

Mr. Haggerty voted against the item and requested pictures of current tennis courts at the next Board meeting. Motion passed.

6. CURRICULUM AND INSTRUCTION

Action items

- 6.1. Discussion and action on the approval to purchase from Computacenter United States Inc., Information Technology Systems (ITS) equipment in the amount of \$51,972.

Action item

Resource Person: Steven Smith

 [6.1 \\$51972 Abstract Computacenter.docx](#)

Motion:

Motion moved by Dr. Graham and motion seconded by Ms. Najera to approve items 6.1 and 6.2. Motion passed.

- 6.2. Discussion and action on the approval of the restated and amended Clint High School P-TECH Interlocal Agreement.

Action item

Resource Person: Steven Smith

 [6.2 Abstract EPCC Clint ISD Interlocal Agreement.docx](#)

 [6.2 Interlocal Agreement EPCC & Clint ISD P-TECHs Development.pdf](#)

Motion:

Item passed.

7. STUDENT SERVICES

Action items

- 7.1. Discussion and action on the approval of lease contracts with The Phoenix of El Paso for rental of apartments for the Intercollegiate Athletics Department in an amount not to exceed \$106,250.

Action item

Resource Person: Carlos Amaya

 [7.1 NTE 106,250 Abstract - Phoenix Apartments 7.15.24 .docx](#)

Motion:

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

Mr. Haggerty voted against the item. Motion passed.

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

Action item

Resource Person: Steven Smith

 [7.2 Abstract New CE Rates 080524.docx](#)

Motion:

Motion moved by Dr. Graham and motion seconded by Ms. Najera to approve items 7.2 and 7.3. Motion passed.

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

Action item

Resource Person: Steven Smith

 [7.3 Abstract Revised CE Rates 080524.docx](#)

Motion:

Item passed.

8. COMMUNITY SERVICES - NONE

The Trustees recessed to Executive Session at 5:46 p.m. and reconvened at 7:16 p.m. Item 1.9.1 was the first item addressed upon reconvening.

9. ADJOURNMENT and announcement of next Board of Trustees meeting

Action item

Mr. Haggerty announced the next Regular Board meeting is scheduled for September 24, 2024, at 4:30 p.m.

The meeting was adjourned at 7:17 p.m. by unanimous consent.

EL PASO COMMUNITY COLLEGE

**TREASURER'S REPORT
AUGUST 31, 2024**

EXHIBIT 1.10.1

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
CURRENT UNRESTRICTED FUNDS
AUGUST 31, 2024**

**EL PASO COMMUNITY COLLEGE
CURRENT UNRESTRICTED FUNDS
BALANCE SHEET
AUGUST 31, 2024
PRELIMINARY**

	Education & General	Student Activities	Auxiliary Services	Intercollegiate Athletics	Total Current Unrestricted
Assets:					
Cash	\$ 19,300	\$	\$	\$	\$ 19,300
Pooled investments	171,346,927	1,974,479	5,612,254	1,045,602	179,979,262
Property taxes receivable	3,403,197				3,403,197
Other receivables	10,745,442	1,632	308,092	134,755	11,189,921
Deferred Outflows-Pension	13,686,999				13,686,999
Deferred Outflows-OPEB	5,476,033				5,476,033
Due from restricted funds	4,238,020				4,238,020
Prepaid expenses	1,146,925				1,146,925
Total assets	\$ 210,062,843	\$ 1,976,111	\$ 5,920,346	\$ 1,180,357	\$ 219,139,657
Liabilities:					
Accounts payable & accrued expenditures	\$ 7,145,301	\$ 7,144	\$ 9,820	\$ 11,263	\$ 7,173,528
Accrued compensated absences	4,834,096				4,834,096
Student property deposits	553,907				553,907
Deferred Tuition and Fees	20,612,684		194,448		20,807,132
Deferred Inflows-Pension	3,765,180				3,765,180
Deferred Inflows-OPEB	28,215,966				28,215,966
Deferred Inflows-Leases	643,119				643,119
Net Pension Liability	37,958,060				37,958,060
Net OPEB Liability	65,000,111				65,000,111
Total liabilities	\$ 168,728,424	\$ 7,144	\$ 204,268	\$ 11,263	\$ 168,951,099
Fund balance:					
Beginning balance: September 1, 2023	\$ 39,175,922	\$ 1,807,420	\$ 5,618,681	\$ 737,296	\$ 47,339,319
Increase (decrease) in fund balance	2,158,497	161,547	97,397	431,798	2,849,239
Ending balance: August 31, 2024	\$ 41,334,419	\$ 1,968,967	\$ 5,716,078	\$ 1,169,094	\$ 50,188,558
Total liabilities and fund balance	\$ 210,062,843	\$ 1,976,111	\$ 5,920,346	\$ 1,180,357	\$ 219,139,657

**EL PASO COMMUNITY COLLEGE
EDUCATION AND GENERAL
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TWELVE MONTHS ENDED AUGUST 31, 2024
PRELIMINARY**

	Budget		Actual		Open Commitments	Budget	Percent Used
	Original	Revised	Current Month	Year To Date		Balance Available	
Revenues:							
State Appropriations	\$ 40,675,854	\$ 40,675,854	\$	\$ 43,488,415	\$	\$ (2,812,561)	107%
Fed Appr/Grants	785,604	785,604	92,400	794,949		(9,345)	101%
Tuition & fees	39,820,343	39,820,343	227,700	40,233,689		(413,346)	101%
Property tax	70,122,166	70,122,166	(26,530)	72,724,384		(2,602,218)	104%
Interest income	5,000,000	5,000,000	900,121	11,788,721		(6,788,721)	236%
Other income	1,750,223	1,750,223	324,559	1,612,767		137,456	92%
Total revenues	<u>\$ 158,154,190</u>	<u>\$ 158,154,190</u>	<u>\$ 1,518,250</u>	<u>\$ 170,642,925</u>	<u>\$ 0</u>	<u>\$ (12,488,735)</u>	108%
Expenditures:							
Instruction	\$ 56,602,781	\$ 56,602,781	\$ 1,149,885	\$ 47,501,626	\$	\$ 9,101,155	84%
Research	208,758	208,758	30,815	196,683		12,075	94%
Public service	5,455,954	5,455,954	454,475	3,622,901		1,833,053	66%
Academic support	18,963,097	18,963,097	1,471,476	17,287,150		1,675,947	91%
Student Services	11,327,180	11,327,180	1,295,154	8,896,730		2,430,450	79%
Institutional support	44,731,087	44,731,087	6,067,594	38,024,453		6,706,634	85%
Physical plant, operation & maintenance	13,257,078	13,257,078	1,671,695	11,527,381		1,729,697	87%
Total expenditures	<u>\$ 150,545,935</u>	<u>\$ 150,545,935</u>	<u>\$ 12,141,094</u>	<u>\$ 127,056,924</u>	<u>\$ 0</u>	<u>\$ 23,489,011</u>	84%
Transfers:							
TPEG	\$ 1,948,652	\$ 1,948,652	\$ (66,112)	\$ 1,708,533	\$	\$ 240,119	88%
Student Activities	524,906	524,906	(7,177)	486,624		38,282	93%
Athletics	1,833,868	1,833,868	(57,291)	1,627,986		205,882	89%
Plant fund	3,300,829	3,300,829	34,303,532	37,604,361		(34,303,532)	1139%
Total transfers	<u>\$ 7,608,255</u>	<u>\$ 7,608,255</u>	<u>\$ 34,172,952</u>	<u>\$ 41,427,504</u>	<u>\$ 0</u>	<u>\$ (33,819,249)</u>	545%
Net increase/(decrease) in fund balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (44,795,796)</u>	<u>\$ 2,158,497</u>			

**EL PASO COMMUNITY COLLEGE
STUDENT ACTIVITIES FUND
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TWELVE MONTHS ENDED AUGUST 31, 2024
PRELIMINARY**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Balance Available</u>
Revenues:			
Student activity fee	\$ 475,906	\$ 491,834	\$ (15,928)
Interest income		106,664	(106,664)
Other income	<u> </u>	<u>1,573</u>	<u>(1,573)</u>
Total revenues	\$ <u>475,906</u>	\$ <u>600,071</u>	\$ <u>(124,165)</u>
Expenditures:			
Salaries & benefits	\$ 271,584	\$ 99,207	\$ 172,377
Supplies & services	179,322	243,463	(64,141)
Travel	13,000	52,871	(39,871)
Club support	<u>12,000</u>	<u>42,983</u>	<u>(30,983)</u>
Total expenditures	\$ <u>475,906</u>	\$ <u>438,524</u>	\$ <u>37,382</u>
Revenues over (under) expenditures:		\$ 161,547	
Increase (decrease) in fund balance		<u>\$ 161,547</u>	

**EL PASO COMMUNITY COLLEGE
AUXILIARY ENTERPRISE FUND
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TWELVE MONTHS ENDED AUGUST 31, 2024
PRELIMINARY**

Revenues:

Vehicle Registration	\$	529,804	
Bookstore Commissions		362,896	
Pepsi Cola Commissions		89,948	
Vending Commissions		63,464	
The Basil Garden Commissions		29,867	
GECU		29,556	
Subway Commissions		17,978	
ATM Commissions		2,563	
A/R Returned Checks		1,216	
Taqueria Don Chicho		32	
		<u> </u>	\$ 1,127,324

Expenditures:

Bad Debt Expense	\$	1,009,022	
Vehicle Registration Expense		412,021	
Staff Scholarships		274,315	
Cafeteria Maint. Expenses		87,724	
Memberships		70,766	
Bookstore/Cafeteria Utilities Expense		65,000	
Advocacy Expense		21,257	
Staff Educational Assistance		14,400	
Classified Staff Association		3,718	
Professional Staff Association		3,686	
Faculty Association		2,040	
		<u> </u>	\$ <u>1,963,949</u>

Revenues over (under) expenditures \$ (836,625)

Funds Transferred (to) from:

Debt Revenue Fund	1,009,022
Plant Funds	<u>(75,000)</u>

Increase (decrease) in fund balance \$ 97,397

**EL PASO COMMUNITY COLLEGE
INTERCOLLEGIATE ATHLETICS FUND
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TWELVE MONTHS ENDED AUGUST 31, 2024
PRELIMINARY**

Revenues:		
Athletic Fee	\$ 1,627,986	
Interest Income	69,014	
Softball	3,799	
Baseball	2,760	
Other Income	113	
Baseball Fund Raising	<u>90</u>	\$ 1,703,762
Expenditures:		
Softball	\$ 276,160	
Baseball	273,229	
Athletic Administration	236,723	
Cross Country	<u>84,475</u>	\$ <u>870,587</u>
Revenues over (under) expenditures:		\$ 833,175
Funds Transferred (to) from:		
Athletic Scholarships		<u>(401,377)</u>
Increase (decrease) in fund balance		\$ <u><u>431,798</u></u>

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
CURRENT RESTRICTED FUNDS
AUGUST 31, 2024**

**EL PASO COMMUNITY COLLEGE
CURRENT RESTRICTED FUNDS
BALANCE SHEET
AUGUST 31, 2024
PRELIMINARY**

	<u>Total Other Restricted</u>	<u>Total Sponsored Programs</u>	<u>Current Restricted Funds</u>
Assets:			
Cash & Equivalents	\$	\$ 2,181,700	\$ 2,181,700
A/R federal agencies		445,615	445,615
A/R state agencies	604,504		604,504
A/R county/local agencies	259,320		259,320
A/R students		792,817	792,817
A/R other	12,418		12,418
Prepaid general		21,141,807	21,141,807
Deferred charges	3,409,931		3,409,931
Net OPEB Asset	<u>23,657</u>		<u>23,657</u>
 Total assets	 <u>\$ 4,309,830</u>	 <u>\$ 24,561,939</u>	 <u>\$ 28,871,769</u>
Liabilities & fund balance:			
Accounts payable	\$ 80,136	\$ 504,362	\$ 584,498
Due to unrestricted funds	1,383,368	2,854,652	4,238,020
Deferred income	1,316,305	21,202,925	22,519,230
Fund balance	<u>1,530,021</u>		<u>1,530,021</u>
 Total liabilities & fund balance	 <u>\$ 4,309,830</u>	 <u>\$ 24,561,939</u>	 <u>\$ 28,871,769</u>

**EL PASO COMMUNITY COLLEGE
CURRENT RESTRICTED FUNDS - OTHER
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TWELVE MONTHS ENDED AUGUST 31, 2024
PRELIMINARY**

	<u>Fund Balance 09/01/23</u>	<u>Revenues Additions</u>	<u>Expenditures Deductions</u>	<u>Fund Balance 08/31/24</u>
Gifts:				
Scholarships/donations	\$ 1,518,977	\$ 2,448,578	\$ 2,794,743	\$ 1,172,812
Clubs and Associations	309,804	115,332	91,584	333,552
Grants & contracts:				
State	19,963	4,795,664	4,791,970	23,657
Local	<u> </u>	<u>1,850,724</u>	<u>1,850,724</u>	<u>0</u>
Total	<u>\$ 1,848,744</u>	<u>\$ 9,210,298</u>	<u>\$ 9,529,021</u>	<u>\$ 1,530,021</u>

**EL PASO COMMUNITY COLLEGE
CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TWELVE MONTHS ENDED AUGUST 31, 2024
PRELIMINARY**

	<u>Projected Budget</u>	<u>Current Month</u>	<u>Current Year</u>	<u>Project Year</u>	<u>Open Commitments</u>	<u>Balance Available</u>
Revenues:	\$ 116,630,717	\$ 488,404	\$ 52,710,358	\$ 98,576,247	\$ 0	\$ 18,054,470
Expenditures:						
2017-2018						
Early Alert Case Management FY 2018	\$ 517,379	\$	\$ 107,821	\$ 517,379	\$	\$ 0
2019-2020						
USDOJ La Tuna HVAC & Welding Opt 2	112,875			107,136		5,739
2020-2021						
CCAMPIS 2021	367,872	20,957	124,430	172,665		195,207
DOL - Job Corps Scholars Programs	648,617		27,715	648,617		0
GREEN Advantage Emissary Program	185,474	12,589	46,757	146,978		38,496
2021-2022						
Emergency SEOG	(8,933)	(2,106)	(8,933)	(8,933)		0
DOE IREPO - Curriculum Development	508,718	68,028	128,005	507,876		842
DOE IREPO - Distance Learning Support	465,315	22,685	128,834	419,078		46,237
DOE IREPO - Dual Credit	204,634		41,940	204,634		0
DOE IREPO - IT	355,993		91,821	355,993		0
DOE IREPO - CBE Registrar	23,575		2,389	23,575		0
CCAMPIS 2022	382,127		2,049	23,605		358,522
DOE - Accelerate@EPCC Title V Yr 1	528,871	265	184,827	512,261		16,610
DOE HEP 2022 YR 2	474,785		1,297	474,785		0
PELL 2021/2022	(2,344)		(2,344)	(2,344)		0
2022-2023						
Ft. Bliss EMT Training	114,544		6,096	108,456		6,088
Contract Opportunity Center 2023	500,567		262,970	492,446		8,121
SSS Prog. 2023	707,647		65,629	707,647		0
DOE - Accelerate@EPCC Title V YR 2	511,624	29,019	293,661	318,075		193,549
DOE HEP 2023 YR 3	474,987	346	402,897	474,099		888
SEOG 2022/2023	(1,050)		(1,050)	(1,050)		0
PELL 2022/2023	41,366,641	5	(6,227)	41,366,641		0
DOL - Susan Harwood Training Prog	159,846		5,251	159,846		0
2023-2024						
Rise to the Challenge Bridge 2023	264,380	52,826	229,924	229,924		34,456
USDOJ La Tuna Welding Prog. 2023	520,332					520,332
Contract Opportunity Center 2024	391,311	35,570	136,637	136,637		254,674
SSS Prog. 2024	735,953	52,781	401,812	401,812		334,141
Tejano Pollworker Fellows	49,000	600	1,121	1,121		47,879
DOE HEP 2023 YR 4	474,774	55,321	72,688	72,688		402,086
DOE CAMP 2023 YR 3	442,330		415,387	442,330		0
Federal Work-Study FY 2023/2024	551,899	92,614	408,621	408,621		143,278

**EL PASO COMMUNITY COLLEGE
CURRENT RESTRICTED FUNDS - SPONSORED PROGRAMS
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TWELVE MONTHS ENDED AUGUST 31, 2024
PRELIMINARY**

	<u>Projected Budget</u>	<u>Current Month</u>	<u>Current Year</u>	<u>Project Year</u>	<u>Open Commitments</u>	<u>Balance Available</u>
Revenues:	\$ 116,630,717	\$ 488,404	\$ 52,710,358	\$ 98,576,247	\$ 0	\$ 18,054,470
Expenditures (continued):						
SEOG 2023/2024	\$ 1,205,627	\$ (1,044)	\$ 1,205,627	\$ 1,205,627	\$	\$ 0
PELL 2023/2024	60,000,000	(124,264)	47,455,117	47,455,117		12,544,883
NSF - ATE Grant	349,990	3,843	68,157	83,473		266,517
DOE - Accelerate@EPCC Title V YR 3	535,048	18,764	128,341	128,341		406,707
DOL - Susan Harwood Training Prog	160,000	26,493	145,724	145,724		14,276
USDOJ La Tuna Shadows to Light Prog	50,040	23,010	23,010	23,010		27,030
2024-2025						
Rise to the Challenge Bridge 2024	262,380					262,380
SSS Prog. 2025	735,953					735,953
DOE CAMP 2023 YR 4	453,160	95,802	108,057	108,057		345,103
Federal Work-Study FY 2024/2025	848,776	4,300	4,300	4,300		844,476
Total	\$ 116,630,717	\$ 488,404	\$ 52,710,358	\$ 98,576,247	\$ 0	\$ 18,054,470

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
LOAN FUNDS
AUGUST 31, 2024**

**EL PASO COMMUNITY COLLEGE
LOAN FUNDS
BALANCE SHEET
AUGUST 31, 2024
PRELIMINARY**

	<u>Nursing</u>	<u>Other</u>	<u>Loan Fund</u>
Assets:			
Cash & pooled investments	\$ 1,418	\$ 1,135,716	\$ 1,137,134
Loans receivable (net)	<u>13,371</u>	<u>2,665,124</u>	<u>2,678,495</u>
 Total assets	 <u><u>\$ 14,789</u></u>	 <u><u>\$ 3,800,840</u></u>	 <u><u>\$ 3,815,629</u></u>
 Liabilities and Fund Balance:			
Accounts payable general	\$	\$ 2,927	\$ 2,927
Nursing alumni loan fund		2,447	2,447
Emergency loan fund		3,521,727	3,521,727
Ed Alvarez emergency loan fund		5,000	5,000
Alternative Loans (Elm)		3,000	3,000
Direct Loan Program Subsidized		99,439	99,439
Direct Loan Program Unsubsidized		130,602	130,602
SGA Emergency Book Loan Program		35,698	35,698
Federal capital contribution	13,939		13,939
Institutional capital contribution	1,549		1,549
Interest collected	8,645		8,645
Investment income	10,616		10,616
Federal canceled reimbursement	1,320		1,320
Penalty collected	2,906		2,906
Principal cancelled	(19,001)		(19,001)
Collection cost	<u>(5,185)</u>		<u>(5,185)</u>
 Total liabilities & fund balance	 <u><u>\$ 14,789</u></u>	 <u><u>\$ 3,800,840</u></u>	 <u><u>\$ 3,815,629</u></u>

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
ENDOWMENT FUNDS
AUGUST 31, 2024**

**EL PASO COMMUNITY COLLEGE
ENDOWMENT FUNDS
BALANCE SHEET
AUGUST 31, 2024
PRELIMINARY**

Assets:

Cash & Pooled Investments	\$ 34,054,394
---------------------------	---------------

Total assets	<u>\$ 34,054,394</u>
--------------	----------------------

Fund Balance:

Fund Balance	\$ 869,583
--------------	------------

Student Success Endowment:

Fund balance student success corpus	30,031,848
-------------------------------------	------------

Fund balance student success scholarships	2,866,330
---	-----------

Fund Balance student success emergency aid	286,633
--	---------

Total fund balance	<u>\$ 34,054,394</u>
--------------------	----------------------

**EL PASO COMMUNITY COLLEGE
ENDOWMENT FUNDS
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TWELVE MONTHS ENDED AUGUST 31, 2024
PRELIMINARY**

	Fund Balance 09/01/23	Revenues Additions	Expenditures Deductions	Fund Balance 08/31/24
Albert Horwitz	\$ 30,640	\$ 2,078	\$	\$ 32,718
Jose Cisneros	103,431	6,955		110,386
Amado Peña	104,508	6,895		111,403
Cecilia Ochoa Levine	32,950	2,091		35,041
Mack Quintana	55,847	5,632		61,479
Adair Margo	37,920	2,529		40,449
George W.S. Abbey	35,986	2,444		38,430
P. & B. Moreno Memorial	29,125	1,541	1,161	29,505
Lucy Scarbrough	38,212	2,346		40,558
Diane D. Rath	35,449	2,307		37,756
Bob Wingo	34,772	2,288		37,060
Raymond Paredes	33,451	2,182		35,633
María A. Peña	59,588	3,857		63,445
Michael W. Smith	38,156	2,429		40,585
Gerardo de los Santos	34,044	2,224		36,268
Augustine D. Gallego	28,067	1,829		29,896
James Vasquez	27,950	1,810		29,760
Diana S. Natalicio	27,827	1,789		29,616
Mark David Milliron	27,809	1,786		29,595
Student Success Endowment Fund	<u>31,475,260</u>	<u>1,709,551</u>		<u>33,184,811</u>
Total	<u>\$ 32,290,992</u>	<u>\$ 1,764,563</u>	<u>\$ 1,161</u>	<u>\$ 34,054,394</u>

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
PLANT FUNDS
AUGUST 31, 2024**

**EL PASO COMMUNITY COLLEGE
PLANT FUNDS
BALANCE SHEET
AUGUST 31, 2024
PRELIMINARY**

	<u>Unexpended Plant</u>	<u>Renewals & Replacements</u>	<u>Debt Retirement</u>	<u>Investment In Plant</u>	<u>Total Plant Funds</u>
Assets:					
Pooled investments	\$ 73,629,573	\$ 732,100	\$ 33,062,094	\$	\$ 107,423,767
Property taxes receivable			32,549		32,549
Deferred Outflow-Bond Insurance Cost			203,480		203,480
Deposits - Land Earnest Money	50,000				50,000
Land				13,702,219	13,702,219
Land improvements				21,338,015	21,338,015
Accum. Depr. - Land Improv./Infra				(13,341,898)	(13,341,898)
Buildings - EPCC				274,581,223	274,581,223
Buildings - federal				9,958,316	9,958,316
Construction in progress				3,178,608	3,178,608
Accum. Depr. - Buildings				(81,405,431)	(81,405,431)
Furniture & Equipment				19,241,749	19,241,749
Furniture & Equipment - federal				8,253,155	8,253,155
Accum. Depr. - Furniture & Equip.				(20,515,411)	(20,515,411)
Capital lease asset GASB 87				452,585	452,585
Capital lease asset GASB 96 - SBITA				3,708,800	3,708,800
Accum. Depr. Leases GASB 87				(186,097)	(186,097)
Accum. Depr. Leases GASB 96 - SBITA				(1,867,445)	(1,867,445)
Library books EPCC				6,364,176	6,364,176
Library books - grant				63,151	63,151
Accum. Depr. - Library Books				(4,575,267)	(4,575,267)
Total assets	<u>\$ 73,679,573</u>	<u>\$ 732,100</u>	<u>\$ 33,298,123</u>	<u>\$ 238,950,448</u>	<u>\$ 346,660,244</u>
Liabilities:					
Accounts Payable - General	\$ 545,541	\$ 39,527	\$	\$	\$ 585,068
Deferred Income - General Use Fees			4,224,568		4,224,568
Revenue bonds 2016				105,140,000	105,140,000
Unamortized Bond premium 2016				10,032,430	10,032,430
Revenue bonds 2017				4,070,002	4,070,002
Deferred Inflow-Gain on Bond Refunding			76,764		76,764
Accrued interest - Bonds			2,097,213		2,097,213
Capital lease obligation GASB 87				275,860	275,860
Capital lease obligation GASB 96 - SBITA				1,863,494	1,863,494
Total liabilities	<u>\$ 545,541</u>	<u>\$ 39,527</u>	<u>\$ 6,398,545</u>	<u>\$ 121,381,786</u>	<u>\$ 128,365,399</u>
Fund balance:					
Designated fund balance	\$ 73,134,032	\$ 692,573	\$ 26,899,578	\$	\$ 100,726,183
Invested in plant	\$	\$	\$	\$ 117,568,662	\$ 117,568,662
Total fund balance	<u>\$ 73,134,032</u>	<u>\$ 692,573</u>	<u>\$ 26,899,578</u>	<u>\$ 117,568,662</u>	<u>\$ 218,294,845</u>
Total liabilities & fund balance	<u>\$ 73,679,573</u>	<u>\$ 732,100</u>	<u>\$ 33,298,123</u>	<u>\$ 238,950,448</u>	<u>\$ 346,660,244</u>

EL PASO COMMUNITY COLLEGE
UNEXPENDED PLANT FUND
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TWELVE MONTHS ENDED AUGUST 31, 2024
PRELIMINARY

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>2016 Revenue Bond</u>	<u>Other</u>	<u>Total</u>	<u>Budget Balance</u>
Revenues:						
Transferred from current unrestricted	\$ 3,190,829	\$ 3,190,829	\$	\$ 37,494,361	\$ 37,494,361	\$ (34,303,532)
Intrafund transfers	12,536,199	12,536,199		13,728,314	13,728,314	(1,192,115)
2016 Revenue Bond Interest	9,841	9,841	9,841		9,841	0
Interest income	1,360,000	1,360,000		2,496,630	2,496,630	(1,136,630)
Total revenues	<u>\$ 17,096,869</u>	<u>\$ 17,096,869</u>	<u>\$ 9,841</u>	<u>\$ 53,719,305</u>	<u>\$ 53,729,146</u>	<u>\$ (36,632,277)</u>
Expenditures:						
Intrafund transfers	\$ 12,536,199	\$ 12,536,199	\$	\$ 13,728,314	\$ 13,728,314	\$ (1,192,115)
Interfund transfers	664,000	664,000		633,968	633,968	30,032
Repairs and rehabilitation	23,109,466	23,109,466		7,186,644	7,186,644	15,922,822
Equipment	6,768,829	6,768,829		5,049,705	5,049,705	1,719,124
2016 RB - Master Plan Phase I						
Buildings	94,446	92,148	92,148		92,148	0
Proj. Reserve Master Plan Phase I						
Furniture and Equipment		2,298	2,298		2,298	0
Total expenditures	<u>\$ 43,172,940</u>	<u>\$ 43,172,940</u>	<u>\$ 94,446</u>	<u>\$ 26,598,631</u>	<u>\$ 26,693,077</u>	<u>\$ 16,479,863</u>
Revenues over/(under) expenditures	\$ (26,076,071)	\$ (26,076,071)	\$ (84,605)	\$ 27,120,674	\$ 27,036,069	
Beginning balance - September 1, 2023	46,097,963	46,097,963	84,605	46,013,358	46,097,963	
Ending balance - August 31, 2024	<u>\$ 20,021,892</u>	<u>\$ 20,021,892</u>	<u>\$ 0</u>	<u>\$ 73,134,032</u>	<u>\$ 73,134,032</u>	

**EL PASO COMMUNITY COLLEGE
RENEWALS & REPLACEMENTS FUND
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TWELVE MONTHS ENDED AUGUST 31, 2024
PRELIMINARY**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual</u>	<u>Total</u>	<u>Budget Balance Available</u>
Revenues:					
Transfer from unexpended plant funds	\$ 664,000	\$ 664,000	\$ 633,968	\$ 633,968	\$ 30,032
Transfer from unrestricted current funds	110,000	110,000	110,000	110,000	0
Transfer from auxiliary enterprises	75,000	75,000	75,000	75,000	0
Other Income	40,000	40,000	49,741	49,741	(9,741)
Interest income	60,000	60,000	63,592	63,592	(3,592)
Total revenues	<u>\$ 949,000</u>	<u>\$ 949,000</u>	<u>\$ 932,301</u>	<u>\$ 932,301</u>	<u>\$ 16,699</u>
Expenditures:					
Replacements and Renovations	<u>\$ 1,991,622</u>	<u>\$ 1,991,622</u>	<u>\$ 1,282,350</u>	<u>\$ 1,282,350</u>	<u>\$ 709,272</u>
Total expenditures	<u>\$ 1,991,622</u>	<u>\$ 1,991,622</u>	<u>\$ 1,282,350</u>	<u>\$ 1,282,350</u>	<u>\$ 709,272</u>
Revenues over (under) expenditures	\$ (1,042,622)	\$ (1,042,622)	\$ (350,049)	\$ (350,049)	
Beginning balance - September 1, 2023	<u>1,042,622</u>	<u>1,042,622</u>	<u>1,042,622</u>	<u>1,042,622</u>	
Ending balance - August 31, 2024	<u><u>\$ 0</u></u>	<u><u>\$ 0</u></u>	<u><u>\$ 692,573</u></u>	<u><u>\$ 692,573</u></u>	

**EL PASO COMMUNITY COLLEGE
DEBT RETIREMENT FUND
STATEMENT OF REVENUE AND EXPENDITURES
FOR THE TWELVE MONTHS ENDED AUGUST 31, 2024
PRELIMINARY**

	Original Budget	Actual				Budget
	Debt Service	Revenue Bonds	G.O. Bonds 1975	Capital Leases	Total	Balance Available
Revenues:						
Property tax interest	\$	\$	\$ 131	\$	\$ 131	\$ (131)
General use fees	8,800,000	9,056,330			9,056,330	(256,330)
Interest income	471,000	605,380			605,380	(134,380)
Intrafund transfers	8,991,982	8,953,518			8,953,518	38,464
Capital leases	52,783			52,797	52,797	(14)
Tuition	786,000	798,000			798,000	(12,000)
Total revenues	\$ 19,101,765	\$ 19,413,228	\$ 131	\$ 52,797	\$ 19,466,156	\$ (364,391)
Expenditures:						
Bond principal	\$ 3,985,000	\$ 3,985,000	\$	\$	\$ 3,985,000	\$ 0
Bond interest	5,081,897	5,081,897			5,081,897	0
Capital lease interest expense	52,783			52,797	52,797	(14)
Interfund transfers		1,467,478			1,467,478	(1,467,478)
Intrafund transfers	8,991,982	8,953,520			8,953,520	38,462
Agents fee	5,800	4,500			4,500	1,300
Other bond costs	5,745	4,583			4,583	1,162
Amortization of bond insurance	11,304	11,304			11,304	0
Loss (gain) on bond refunding	(76,764)	(76,764)			(76,764)	0
Total expenditures	\$ 18,057,747	\$ 19,431,518	\$ 0	\$ 52,797	\$ 19,484,315	\$ (1,426,568)
Revenues over/(under) expenditures	\$ 1,044,018	\$ (18,290)	\$ 131	\$	\$ (18,159)	
Beginning balance - September 1, 2023	26,917,737	26,875,220	42,517		26,917,737	
Ending balance - August 31, 2024	\$ 27,961,755	\$ 26,856,930	\$ 42,648	\$ 0	\$ 26,899,578	

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
CUSTODIAL FUNDS
AUGUST 31, 2024**

**EL PASO COMMUNITY COLLEGE
CUSTODIAL FUNDS
BALANCE SHEET
AUGUST 31, 2024
PRELIMINARY**

	<u>Custodial Funds</u>
Assets:	
Cash and cash equivalents	\$ 309,505
Prepaid:	
Other - scholarships	107,762
Other assets	500
Total assets	\$ <u><u>417,767</u></u>
Liabilities:	
Accounts payable and other liabilities	\$ 0
Total liabilities	\$ <u><u>0</u></u>
Fund balance:	
Beginning balance: September 1, 2023	\$ 462,391
Increase (decrease) in fund balance	<u>(44,624)</u>
Ending balance: August 31, 2024	\$ <u><u>417,767</u></u>
Total liabilities & fund balance	\$ <u><u>417,767</u></u>

**EL PASO COMMUNITY COLLEGE
CUSTODIAL FUNDS
STATEMENT OF CHANGES IN FUND BALANCE
FOR THE TWELVE MONTHS ENDED AUGUST 31, 2024
PRELIMINARY**

	<u>Custodial Funds</u>
Additions:	
Miscellaneous	\$ <u>435,870</u>
Total additions	\$ <u>435,870</u>
Deductions:	
Scholarship payments to students	\$ <u>480,494</u>
Total deductions	\$ <u>480,494</u>
Net increase (decrease) in fund balance	\$ <u><u>(44,624)</u></u>

**EL PASO COMMUNITY COLLEGE
FINANCIAL STATEMENTS
TEMPORARY INVESTMENTS
AUGUST 31, 2024**

**PORTFOLIO SUMMARY
EL PASO COMMUNITY COLLEGE
AUGUST 31, 2024
PRELIMINARY**

PORTFOLIO	Book Value			Market Value		
	Beginning Balance	Change	Ending Balance	Beginning Balance	Change	Ending Balance
Pooled Investments	\$ 309,226,046	\$ (28,018,940)	\$ 281,207,106	\$ 309,226,046	\$ (28,018,940)	\$ 281,207,106
Student Success Endowment	0	33,056,498	33,056,498	0	33,056,498	33,056,498
Debt Service Reserve Fund	10,492,664	94,458	10,587,122	10,492,664	94,458	10,587,122
Total Portfolio	<u>\$ 319,718,710</u>	<u>\$ 5,132,016</u>	<u>\$ 324,850,726</u>	<u>\$ 319,718,710</u>	<u>\$ 5,132,016</u>	<u>\$ 324,850,726</u>

Effective yield for August 31, 2024 = 5.2659%

Benchmark: Average 13-week T-Bill rate for August = 5.0450%

Annual average effective yield for Fiscal Year 2023/2024 = 5.3014%

Benchmark: Annual average 13-week T-Bill rate = 5.2399%

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

Fernando Flores, CPA
Vice President
Finance & Administration/CFO



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



**EL PASO COMMUNITY COLLEGE
TEMPORARY INVESTMENTS
AUGUST 31, 2024
PRELIMINARY**

		Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
Pooled Investments								
	TexPool	\$ 179,291,334.08	5.2977	31	07/31/24	08/31/24	\$	\$ 0.00
	Texas Daily	128,700,763.42	5.3000	31	07/31/24	08/31/24		0.00
	Wells Fargo	1,233,948.76	1.1500	1	07/29/24	07/30/24		0.00
Balance 8/1/2024		\$ 309,226,046.26					\$ 13,533,494.23	\$ 0.00
	TexPool	\$ 11,150,850.14	5.2977	31	07/31/24	08/31/24	\$ 1,619,214.99	\$ 0.00
	Texas Daily	1,158,606.84	5.3000	31	07/31/24	08/31/24	1,158,606.84	0.00
	Wells Fargo	61,501,244.90	1.1500	32	07/29/24	08/30/24	12,664.56	0.00
Purchases & Transfers in August 2024		\$ 73,810,701.88					\$ 2,790,486.39	\$ 0.00
	TexPool	\$ 40,437,316.98	5.2977	31	07/31/24	08/31/24	\$	\$ 0.00
	Wells Fargo	61,392,324.75	1.1500	32	07/29/24	08/30/24		0.00
Maturities & Transfers in August 2024		\$ 101,829,641.73					\$ 0.00	\$ 0.00
Balance 8/31/2024		\$ 281,207,106.41					\$ 16,323,980.62	\$ 0.00
Revenue Bond								
Balance 8/1/2024		\$ 0.00					\$ 9,841.01	\$ 0.00
Balance 8/31/2024		\$ 0.00					\$ 9,841.01	\$ 0.00

**EL PASO COMMUNITY COLLEGE
TEMPORARY INVESTMENTS
AUGUST 31, 2024
PRELIMINARY**

	Amount	Rate	Duration	Purchase	Maturity	Earned YTD	Accrued YTD
Student Success Endowment							
Balance 8/1/2024	\$ 0.00					\$	\$ 0.00
Purchases & Transfers in August 2024	\$ 33,056,498.06	5.2977	31	07/31/24	08/31/24	\$ 19,181.08	\$ 0.00
Balance 8/31/2024	\$ 33,056,498.06					\$ 19,181.08	\$ 0.00
Debt Reserve							
Balance 8/1/2024	\$ 10,492,663.65					\$ 510,920.33	\$ 0.00
Purchases & Transfers in August 2024	\$ 94,458.43					\$ 94,458.43	\$ 0.00
Balance 8/31/2024	\$ 10,587,122.08					\$ 605,378.76	\$ 0.00
All Funds	\$ 324,850,726.55					\$ 16,958,381.47	\$ 0.00

BOARD POLICY ABSTRACT

Policies to be Considered: TASB policies	Policies #: CGC, CHA, FFDA, FLB
Policy Sections: C (Business and Support Services) F (Students)	_____ New _____ X Revision
Action: _____ For information only (_____ 1 st Reading) _____ X For Adoption (_____ X 2 nd Reading and Approval)	
Resource Person: Julie Penley	
<p>Purpose: To ensure El Paso County Community College District (EPCCCD) Local Policies remain current, the Board of Trustees authorized the College President at its October 2019 Regular Meeting to execute a Community College District Policy Updating Services Agreement with the Texas Association of School Boards' (TASB). This Agreement includes numbered Local Manual Updates in response to changing legal authority.</p> <p>Explanation: TASB (Legal) Policies compile federal and state laws, as well as court decisions, and provide a statutory context for TASB (Local) Policies. TASB Policies are posted in EPCC's TASB Portal: https://pol.tasb.org/Home/Index/435.</p> <p>As part of Local Manual Updates 46 and 47, TASB recommends adoption of the attached Local Policies based on the rationale below.</p> <p>CGC (SAFETY PROGRAM: EMERGENCY PLANS AND ALERTS). Recommended revisions to this local policy address HB 3, which clarifies that a college's Emergency Operations Plan must address any additional requirements established by TxSSC in consultation with TEA and relevant local law enforcement agencies.</p> <p>CHA (SITE MANAGEMENT: SECURITY). Recommended revisions to this local policy address the application of SB 1445 to the Employment of Peace Officers and Telecommunicators, Medical and Psychological Examinations, Misconduct Investigations, and Personnel Files.</p> <p>FFDA (FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION: SEX AND SEXUAL VIOLENCE). In the Note, a cross reference to FAA(LEGAL), which now addresses Pregnant and Parenting Students, has been recommended.</p> <p>FLB (STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT CONDUCT). At Misuse of Technology, a reference at list item #6 to "emails and websites" is recommended to be broadened to "electronic means" to incorporate other forms of technology, such as mobile applications.</p> <p>Recommendation: Approval by the Board of Trustees.</p>	

SAFETY PROGRAM
EMERGENCY PLANS AND ALERTS

CGC
(LOCAL)

**Emergency
Operations Plan**

In accordance with state requirements, the College District shall maintain a multihazard emergency operations plan that provides for appropriate employee training; adequate communications technology and infrastructure, including employee access to emergency communication devices; coordination with state and local entities; ~~and~~ implementation of a safety and security audit; [and any other requirements established by the Texas School Safety Center \(TxSSC\).](#)

**Emergency
Response and
Evacuation
Procedures**

In accordance with federal law, the College District shall maintain effective emergency response and evacuation procedures that can be implemented on short notice and that will ensure optimum safety for students and personnel.

**Emergency Alert
System**

In accordance with state requirements, the College District shall maintain an emergency alert system that provides for timely notification to students, faculty, and staff of emergencies affecting the College District or its students and employees.

SITE MANAGEMENT
SECURITY

CHA
(LOCAL)

**College District
Police Department**

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a College District police department and shall employ and commission peace officers.

Jurisdiction

The jurisdiction of College District peace officers shall include all counties in which property is owned, leased, rented, or otherwise under the control of the College District.

Police Authority

While within the jurisdiction set out in this policy, peace officers employed and commissioned by the College District shall have all the powers, privileges, and immunities of peace officers. Subject to limitations in law, College District peace officers shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the College District and protect the property of the College District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, College District police officers may serve search warrants in connection with College District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce College District policies, rules, and regulations on College District property or at College District functions.
6. Investigate violations of College District policies, rules, and regulations as requested by the ~~College President~~College President and participate in hearings concerning alleged violations.
7. Carry weapons as directed by the chief of police and approved by the ~~College President~~College President.
8. Carry out all other duties as directed by the chief of police or ~~College President~~College President.

SITE MANAGEMENT
SECURITY

CHA
(LOCAL)

Temporary Assignment	College District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.
Employment of Peace Officers and Telecommunicators	For additional provisions regarding the employment of peace officers and telecommunicators, see DC.
Limitations on Outside Employment	No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the chief of police and College President College President or designee.
Relationship with Outside Agencies	The College District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The chief of police and the College PresidentCollege President or designee shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.
Use of Force	The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.
By Drone	The College District shall not use force by means of a drone.
High-Speed Pursuit	Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.
Video Monitoring	Video equipment shall be used on a College District police car for safety purposes whenever the flashing lights on a car are in use.
Access to Recordings	Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law.
Officer Training	All College District officers shall receive at least the minimum amount of education and training required by law.
Peace Officer Medical and Psychological Examinations	For provisions regarding the fitness-for-duty examination of a peace officer or telecommunicator, see DBB.

SITE MANAGEMENT
SECURITY

CHA
(LOCAL)

Leave For provisions regarding mental health leave [for peace officers and telecommunicators](#) and quarantine leave for peace officers, see DEC.

Complaints Complaints against a College District police officer shall be in writing on a form provided by the College District and shall be signed by the person making the complaint. In accordance with law, the College District shall provide to the police officer a copy of the complaint. [See Complaint Against Peace Officer at CHA(LEGAL)]

Appeals regarding this complaint process shall be filed in accordance with DGBA, FLD, or GB, as appropriate.

Misconduct Investigations For provisions regarding the investigation of allegations of misconduct by peace officers and telecommunicators, see DH.

Personnel Files For provisions regarding personnel files maintained with respect to peace officers and telecommunicators, see DBA.

Department Regulations Manual To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The chief of police and the ~~College President~~[College President](#) or designee shall review the manual annually and make any appropriate revisions.

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

~~Complaints~~ ~~Complaints against a College District police officer shall be in writing on a form provided by the College District and shall be signed by the person making the complaint. In accordance with law, the College District shall provide to the police officer a copy of the complaint. [See Complaint Against Peace Officer at CHA(LEGAL)]~~

~~Appeals regarding this complaint process shall be filed in accordance with DGBA, FLD, or GB, as appropriate.~~

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

FFDA
(LOCAL)

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) and FAA(LEGAL). For sex discrimination, sexual harassment, sexual assault, dating violence, domestic violence, stalking, and retaliation targeting employees, see DIAA.

**Statement of
Nondiscrimination**

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

Definitions

Discrimination

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

*Sexual Harassment
By an Employee*

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

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

By Others

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

Sexual Violence

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

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

FFDA
(LOCAL)

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

Domestic Violence “Domestic violence” means violence committed by:

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

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

For the purposes of this definition:

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

Examples Examples of sexual harassment of 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

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

FFDA
(LOCAL)

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.

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

FFDA
(LOCAL)

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~~College President, or another employee. A report against the ~~College President~~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~~College President must also be made directly to the Board. If a report is made directly to the

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

FFDA
(LOCAL)

Board, the Board shall appoint an appropriate person to conduct an investigation.

Exceptions

Disclosure at
Event

A person who received the information solely from a disclosure at a sexual harassment, sexual assault, dating violence, or stalking public awareness event sponsored by a postsecondary educational institution or by 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, Vice President of Student and Enrollment Services~~ Dr. Carlos Amaya, Vice President of Student and Enrollment Services

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

Telephone: ~~(915) 831-2640~~ (915) 831-2640

Email: ~~Title IX Coordinator email¹~~ Title IX Coordinator email²

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

FFDA
(LOCAL)

Webpage: ~~[Title IX/Sexual Misconduct webpage³](#)~~[Title IX/Sexual Misconduct webpage⁴](#)

Responsible Employees	All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance with Title IX.
Timely Reporting	A failure to immediately report prohibited conduct may impair the College District's ability to investigate and address the conduct.
Consolidate Reports	When the allegations underlying two or more reports arise out of the same facts or circumstances, the College District may consolidate the reports.
Advisor	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.
Conflict of Interest Prohibited	No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall have a conflict of interest or bias.
Training	A person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law and College District procedures.
Days	"Days" shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."
Extension of Timelines	Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an extension and the reason for the extension.
Investigation of the Report	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.

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

FFDA
(LOCAL)

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

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

FFDA
(LOCAL)

	<p>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.</p>
Supportive Measures	<p>If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to address prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive measures include academic accommodations, such as extensions of deadlines or other course-related adjustments and modifications of class schedules; housing and dining modifications; temporary removal from an education program or activity in accordance with law; counseling; health services; campus escort services; mutual restrictions on contact between the parties; and increased security and monitoring of certain areas of the campus.</p>
College District Investigation	<p>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.</p> <p>The investigation may consist of personal interviews with the complainant, the respondent, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p> <p>The parties shall be provided an equal opportunity to present witnesses and evidence and to inspect and review any directly related evidence obtained by the College District so that the parties may meaningfully respond during the investigation process. The parties expected to participate in an investigative interview or other meeting shall be provided written notice in enough time to prepare to participate.</p> <p>At least ten days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.</p>
Criminal or Regulatory Investigation	<p>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</p>

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

FFDA
(LOCAL)

	<p>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.</p>
Concluding the Investigation	<p>The investigation shall be completed within a reasonable time, not to exceed 30 days from the date of the report.</p> <p>The investigator shall prepare a written report of the investigation. The investigation report shall be filed with the Title IX coordinator within five days following the completion of the investigation.</p>
Notification of the Report	<p>The Title IX coordinator shall provide the investigation report, within the extent permitted by 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.</p>
College District Action	<p>The Title IX coordinator shall submit the investigation report and any response from the parties to the Title IX committee 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 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 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 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 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 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>

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

FFDA
(LOCAL)

- Implementing the disciplinary measures described in FM for students or DH and DM series for employees;
- Providing a training program for those involved in the complaint;
- Providing a comprehensive education program for the College District community;
- Providing counseling for the victim and the party who engaged in prohibited conduct;
- 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~~ 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.

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

FFDA
(LOCAL)

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~~ 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

Expulsion

If the ~~Title IX committee~~ 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~~ 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.

~~If the Title IX committee~~ 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~~ College President to schedule an expulsion hearing before the Board in accordance with FMA.

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

FFDA
(LOCAL)

Other Action	If the Title IX committee Title IX committee or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the Title IX committee 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.
<i>Employee</i>	If the Title IX committee 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 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 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 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).
Records Retention	Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]
Access to Policy, Procedures, and Related Materials	Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed 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

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

FFDA
(LOCAL)

available at the College District's administrative offices and shall be distributed to a student who makes a report.

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

² Title IX Coordinator email: <mailto:camaya3@epcc.edu>

³ ~~Title IX/Sexual Misconduct webpage:~~

~~https://www.epcc.edu/About/Policies/title-ix?from=website_footer~~

⁴ Title IX/Sexual Misconduct webpage:

https://www.epcc.edu/About/Policies/title-ix?from=website_footer

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT CONDUCT

FLB
(LOCAL)

Definitions

Definitions of terms used in this policy shall be as follows.

Student

A “student” shall mean an individual who is currently enrolled in the College District and any prospective or former student who has been accepted for admission or readmission to any component institution while on the premises of any component institution.

Premises

The “premises” of the College District is defined as all real property over which the College District has possession and control.

Scholastic Dishonesty

“Scholastic dishonesty” shall include, but not be limited to, cheating, plagiarism, and collusion.

“Cheating” shall include, but not be limited to:

1. Copying from another student’s test or class work;
2. Using test materials not authorized by the person administering the test;
3. Collaborating with or seeking aid from another student during a test without permission from the test administrator;
4. Knowingly using, buying, selling, stealing, or soliciting, in whole or in part, the contents of an unadministered test, paper, or another assignment;
5. The unauthorized transporting or removal, in whole or in part, of the contents of the unadministered test;
6. Substituting for another student, or permitting another student to substitute for oneself, to take a test;
7. Bribing another person to obtain an unadministered test or information about an unadministered test; or
8. Manipulating a test, assignment, or final course grades.

“Plagiarism” shall be defined as the appropriating, buying, receiving as a gift, or obtaining by any means another’s work and the unacknowledged submission or incorporation of it in one’s own written work.

“Collusion” shall be defined as the unauthorized collaboration with another person in preparing written work for fulfillment of course requirements.

Disorderly Conduct

“Disorderly conduct” shall include any of the following activities occurring on premises owned or controlled by the College District:

1. Behavior of a boisterous and tumultuous character such that there is a clear and present danger of alarming persons where no legitimate reason for alarm exists.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT CONDUCT

FLB
(LOCAL)

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

Responsibility

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

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

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

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT CONDUCT

FLB
(LOCAL)

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

Prohibited Conduct

Federal, State, and
Local Law

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

Prohibited Weapons
and Devices

Possession, distribution, sale, or use of firearms, location-restricted knives, clubs, knuckles, firearm silencers, or other prohibited weapons or devices in violation of law or College District policies and procedures shall be prohibited. [See CHF]

Drugs and Alcohol

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

Debts

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

Disruptions

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

Behavior Targeting
Others

The following behavior targeting others shall be prohibited:

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

Property

The following behavior regarding property shall be prohibited:

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT CONDUCT

FLB
(LOCAL)

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

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

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

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

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

Dishonesty The following behavior regarding dishonesty shall be prohibited:

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT CONDUCT

FLB
(LOCAL)

1. Scholastic dishonesty, as defined above;
2. Making false accusations or perpetrating hoaxes regarding the safety of the College District, students, employees, or visitors;
3. Intentionally or knowingly providing false information to the College District; and
4. Intentionally or knowingly falsifying records, passes, or other College District-related documents.

Gambling and Other Conduct	Gambling or engaging in any other conduct that College District officials might reasonably believe will substantially disrupt the College District program or incite violence shall be prohibited.
Discipline	<p>A student shall be subject to discipline, including suspension, in accordance with FM and FMA if the student violates this policy:</p> <ol style="list-style-type: none">1. While on College District premises;2. While attending a College District activity; or3. While elsewhere if the behavior adversely impacts the educational environment or otherwise interferes with the College District’s operations or objectives.
Publication	The student conduct rules contained in this policy and any other conduct rules of the College District developed by the College President College President shall be published in the student handbook.

BOARD POLICY ABSTRACT

Policies to be Considered: TASB Policies	Policies #: see list below
Policy Sections: D (Personnel) E (Instruction)	<div style="display: flex; justify-content: space-between;"> <u> X </u> (2) New <u> X </u> (8) Revision </div>
Action: <u> X </u> For information only (<u> X </u> 1 st Reading) <u> </u> For Adoption (<u> </u> 2 nd Reading and Approval)	
Resource Person: Julie Penley	
<p>Purpose: To ensure El Paso County Community College District (EPCCCD) Local Policies remain current, the Board of Trustees authorized the College President at its October 2019 Regular Meeting to execute a Community College District Policy Updating Services Agreement with the Texas Association of School Boards' (TASB). This Agreement includes numbered Local Manual Updates in response to changing legal authority.</p> <p>Explanation: TASB (Legal) Policies compile federal and state laws, as well as court decisions, and provide a statutory context for TASB (Local) Policies. TASB Policies are posted in EPCC's TASB Portal: https://pol.tasb.org/Home/Index/435.</p> <p style="padding-left: 40px;">As part of Local Manual Updates 45, 46 and 47, TASB recommends adoption of the attached Local Policies based on the rationale below.</p> <p>DBA (EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CREDENTIALS AND RECORDS). New recommended local policy language addresses the application of SB 1445 to Law Enforcement Personnel Files.</p> <p>DBB (EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES). New recommended local policy language addresses the application of SB 1445 to the Medical and Psychological Examination of a Peace Officer or Telecommunicator.</p> <p>DC (EMPLOYMENT PRACTICES). New recommended local policy language addresses the application of SB 1445 to the Employment of Certain Law Enforcement Personnel.</p> <p>DEA (COMPENSATION AND BENEFITS: COMPENSATION PLAN). To accommodate the reorganization of the DEA series:</p> <ul style="list-style-type: none"> • All content from the previous Stipend section has been moved to DEAA; and • All content from the previous sections on Classification of Positions, Workweek Defined, and Compensatory Time has been moved to DEAB. <p>An Annualized Salary section has been recommended as a best practice, which addresses the payment of salaried employees over a 12-month period. In addition, at Pay Increases, recommended language addresses pay increases that occur as part of the annual budget. Language has been recommended to clarify that the college president may designate an individual to grant mid-year pay increases to Noncontract employees.</p>	

DEAA (COMPENSATION PLAN: INCENTIVES AND STIPENDS). To accommodate the reorganization of the DEA series, a Stipend section from DEA has been moved to this new policy with minimal changes consistent with TASB style.

DEAB (COMPENSATION PLAN: WAGE AND HOUR LAWS). To accommodate the reorganization of the DEA series, previous content from DEA, including Classification of Positions, Workweek Defined, and Compensatory Time, has been moved to this new policy with minimal changes consistent with TASB style.

DK (PROFESSIONAL DEVELOPMENT). Recommended revisions to this local policy have been made in response to updates to Coordinating Board rules allowing the college to select an accreditor other than SACSCOC. The college's accreditor is named in GK(LOCAL).

DMC (TERMINATION OF EMPLOYMENT: REDUCTION IN FORCE). Recommended revisions to this local policy have been made in response to updates to Coordinating Board rules allowing the college to select an accreditor other than SACSCOC. The college's accreditor is named in GK(LOCAL).

EBA (ALTERNATE METHODS OF INSTRUCTION: DISTANCE EDUCATION). Recommended revisions to this local policy were made to reflect changes in the Administrative Code and in response to updates to Coordinating Board rules allowing the college to select an accreditor other than SACSCOC. The college's accreditor is named in GK(LOCAL).

ECC (INSTRUCTIONAL ARRANGEMENTS: COURSE LOAD AND SCHEDULES). Recommended revisions to this local policy address HB 8, which prohibits a college from counting toward the drop limit a course dropped during a bachelor's program that a student ultimately earned or a dual credit or dual enrollment course a student dropped before graduating from high school.

Recommendation: Review and comment by the Board of Trustees.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CREDENTIALS AND RECORDS

DBA
(LOCAL)

**Social Security
Number**

The College District shall not use an employee's social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the College District shall keep an employee's social security number confidential.

**Law Enforcement
Personnel Files**

The College President or designee and the College District police department shall develop regulations, in accordance with law, for the compilation and retention of, and access to, personnel files maintained with respect to peace officers and telecommunicators.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(LOCAL)

**Examinations During
Employment**

The College President or designee may require an employee to undergo a medical examination if information received from the employee, the employee's supervisor, or other sources indicates the employee has a physical or mental impairment that:

1. Interferes with the employee's ability to perform essential job functions; or
2. Poses a direct threat to the health or safety of the employee or others. A communicable or other infectious disease may constitute a direct threat.

The College District may designate the physician to perform the examination. If the College District designates the physician, the College District shall pay the cost of the examination. The College District may place the employee on paid administrative leave while awaiting results of the examination and evaluating the results.

Based on the results of the examination, the College President or designee shall determine whether the employee has an impairment. If so, the College President or designee shall determine whether the impairment interferes with the employee's ability to perform essential job functions or poses a direct threat. If not, the employee shall be returned to his or her job position.

If the impairment does interfere with the employee's ability to perform essential job functions or poses a direct threat, the College President or designee shall determine whether the employee has a disability and, if so, whether the disability requires reasonable accommodation, including the use of available leave. The granting of additional unpaid leave may be a reasonable accommodation in some circumstances. If the employee does not have a disability, the College President or designee shall evaluate the employee's eligibility for leave. [See DEC(LOCAL)]

[See DAA for information on disabilities and reasonable accommodation]

Other Requirements

Employees with communicable diseases shall follow recommendations of public health officials regarding contact with students and other employees. Food service workers shall comply with health requirements established by city, county, and state health authorities. [See DBA]

**Medical and
Psychological
Examination of a
Peace Officer or
Telecommunicator**

The College President or designee and the College District police department shall develop regulations, in accordance with law, addressing the fitness-for-duty examination of a peace officer or telecommunicator who is licensed, or a person for whom the College District police department seeks a license, under Occupations Code Chapter 1701. The regulations must address:

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(LOCAL)

1. The criteria for requiring an examination;
2. The provision of notice to the license holder or applicant that includes the reasons for the examination;
3. The examination procedures;
4. The determination of the license holder's or applicant's duty status during and following the examination;
5. Appeals of the application or interpretation of the regulations; and
6. The submission of a report to the Texas Commission on Law Enforcement (TCOLE):
 - a. If the license holder or applicant refuses to submit to the examination; or
 - b. Absent the successful completion of a treatment program, if the license holder or applicant fails the examination.

EMPLOYMENT PRACTICES

DC
(LOCAL)

Posting Vacancies The College President or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current College District employees may apply for any vacancy for which they have appropriate qualifications.

Applications All applicants shall complete the application form supplied by the College District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

Employment of Contractual Personnel The College President has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

The Board retains final authority for employment of contractual personnel. [See DCA]

Employment of Noncontractual Personnel The Board delegates to the College President final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCC]

Employment of Certain Law Enforcement Personnel The College President or designee and the College District police department shall develop regulations, in accordance with law, for the employment of peace officers and telecommunicators. The regulations shall address:

1. The investigation of the applicant's background;
2. Medical and psychological examination and drug screening of the applicant;
3. The applicant's qualification to carry a firearm, if applicable;
4. A provisional hiring period applicable upon employment; and
5. The submission of any required forms to the Texas Commission on Law Enforcement (TCOLE).

COMPENSATION AND BENEFITS
~~SALARIES AND WAGES~~COMPENSATION PLAN

DEA
(LOCAL)

The College President shall recommend an annual compensation plan for all College District employees. [See also DEAA] The compensation plan may include wage and salary structures, stipends, benefits, and incentives. The recommended plan shall support College District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the College District. The Board shall also determine the total compensation package for the College President. [See BF series]

Pay Administration

The College President shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The College President or designee shall classify each job title within the compensation plan based on the qualifications, duties, and market value of the position.

Annualized Salary

The College District shall pay all salaried employees over 12 months in equal monthly or semimonthly installments, regardless of the number of months employed during the academic year. Salaried employees hired during the academic year shall be paid in accordance with administrative regulations.

Pay Increases

Stipend

The College President shall recommend ~~a stipend to the Board an amount for employee pay schedule~~ increases as part of the annual compensation plan of the College District.

~~**Supplemental
Duties**~~

~~The College President or designee may assign noncontractual supplemental duties to personnel exempt under the Fair Labor Standards Act (FLSA), as needed. [See DJ(LOCAL)] The employee shall be compensated for these assignments according to the compensation plan of the College District.~~

Pay Increases

The College President or designee shall determine pay adjustments for individual employees, within the approved budget following established procedures.

**Mid-Year Pay
Increases**

**Contract
Employees**

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the College District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements]

**Noncontract
Employees**

The College President or designee may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity.

COMPENSATION AND BENEFITS
~~SALARIES AND WAGES~~COMPENSATION PLAN

DEA
(LOCAL)

	The College President shall report any such pay increases to the Board at the next regular meeting.
Pay During Closing	If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure.
Classification of Positions	The College President or designee shall determine the classification of positions or employees as “exempt” or “nonexempt” for purposes of payment of overtime in compliance with the FLSA.
Exempt	The College District shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and the College District shall not make deductions that are prohibited under the FLSA. An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the College District’s attention, through the College District’s complaint policy. [See DGBA] If improper deductions are confirmed, the College District shall reimburse the employee and take steps to ensure future compliance with the FLSA.
Nonexempt	Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. An employee who is paid on a salary basis shall be paid for up to and including a 40-hour workweek. A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline but shall be compensated in accordance with the FLSA.
Workweek Defined	For purposes of FLSA compliance, the workweek for College District employees shall be 12:01 a.m. on Monday through 12:00 midnight on Sunday.
Compensatory Time	At the College District’s option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.
Accrual	Compensatory time earned by nonexempt employees may not accrue beyond a maximum of 120 hours. If an employee has a balance of more than 120 hours of compensatory time, the College District shall require the employee to use the compensatory time,

COMPENSATION AND BENEFITS
~~SALARIES AND WAGES~~COMPENSATION PLAN

DEA
(LOCAL)

	or at the College District's option, the College District shall pay the employee for the compensatory time.
Use	An employee shall use compensatory time within the duty year in which it is earned. If an employee has any unused compensatory time remaining at the end of a duty year, the College District shall pay the employee for the compensatory time. Compensatory time may be used at either the employee's or the College District's option. An employee may use compensatory time in accordance with the College District's leave policies and if such use does not unduly disrupt the operations of the College District. [See DEC(LOCAL)] The College District may require an employee to use compensatory time when in the best interest of the College District.
Gifts, Grants, and Donations for Salary Supplements	The College District shall not accept gifts, grants, donations, or other consideration designated for use as salary supplements.

COMPENSATION PLAN
INCENTIVES AND STIPENDS

DEAA
(LOCAL)

Stipend

The College President shall recommend a stipend pay schedule as part of the annual compensation plan of the College District. [See DEA]

Supplemental
Duties

The College President or designee may assign noncontractual supplemental duties to personnel exempt under the Fair Labor Standards Act (FLSA), as needed. [See DJ(LOCAL)] The employee shall be compensated for these assignments according to the compensation plan of the College District.

COMPENSATION PLAN
WAGE AND HOUR LAWS

DEAB
(LOCAL)

Classification of Positions

The College President or designee shall determine the classification of positions or employees as “exempt” or “nonexempt” for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).

Exempt

The College District shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and the College District shall not make deductions that are prohibited under the FLSA.

An employee who believes deductions have been made from the employee’s salary in violation of this policy should bring the matter to the College District’s attention, through the College District’s complaint policy. [See DGBA] If improper deductions are confirmed, the College District shall reimburse the employee and take steps to ensure future compliance with the FLSA.

Nonexempt

Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. An employee who is paid on a salary basis shall be paid for up to and including a 40-hour workweek.

A nonexempt employee shall have the approval of the employee’s supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline but shall be compensated in accordance with the FLSA.

Workweek Defined

For purposes of FLSA compliance, the workweek for College District employees shall be 12:01 a.m. on Monday through 12:00 midnight on Sunday.

Compensatory Time

At the College District’s option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

Accrual

Compensatory time earned by nonexempt employees may not accrue beyond a maximum of 120 hours. If an employee has a balance of more than 120 hours of compensatory time, the College District shall require the employee to use the compensatory time, or at the College District’s option, the College District shall pay the employee for the compensatory time.

Use

An employee shall use compensatory time within the duty year in which it is earned. If an employee has any unused compensatory time remaining at the end of a duty year, the College District shall pay the employee for the compensatory time.

COMPENSATION PLAN
WAGE AND HOUR LAWS

DEAB
(LOCAL)

Compensatory time may be used at either the employee's or the College District's option. An employee may use compensatory time in accordance with the College District's leave policies and if such use does not unduly disrupt the operations of the College District. [See DEC(LOCAL)] The College District may require an employee to use compensatory time when in the best interest of the College District.

PROFESSIONAL DEVELOPMENT

DK
(LOCAL)

**Cybersecurity
Training**

Each employee shall meet the professional development standards described by the ~~Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)~~ College District's accreditor [see GK] as well as any professional development required of the employee by state or federal law or administrative regulations.

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

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

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

TERMINATION OF EMPLOYMENT
REDUCTION IN FORCE

DMC
(LOCAL)

Definitions

Definitions used in this policy are as follows:

1. "Reduction in force (RIF)" means the dismissal of an instructor, professor, administrator, or other professional employee before the end of a contract term for reasons of financial exigency or program change. Nonrenewal of an employee's term contract is not a "reduction in force" as used in this policy.
2. "Financial exigency" means any decline in the Board's financial resources brought about by decline in enrollment, cuts in funding, decline in tax revenues, or any other actions or events that create a need for the College District to reduce financial expenditures for personnel.
3. "Program change" means any elimination, curtailment, or reorganization of a curriculum offering, program, or College District operation because of a lack of student response to particular course offerings, legislative revisions to program funding, or a reorganization or consolidation of two or more divisions or departments.

General Grounds for Dismissal

All contracts shall, unless excepted by the Board, contain a provision that a reduction in force may take place when the Board determines that a financial exigency, program change, or business necessity requires that the contract of one or more instructors, professors, administrators, classified staff, faculty, or other professional employees be terminated. Such a determination constitutes the necessary good cause for termination during the contract term.

Employment Areas

A reduction in force may be implemented in one, several, or all employment areas. Employment areas shall be defined as:

1. Administration.
2. Associate degree programs.
3. Certificate degree programs.
4. Remedial and other programs.
5. Academic support programs, such as library or computer programs.
6. Counseling and support programs.
7. Other noninstructional professional staff.

Criteria for Decisions

Using the following criteria, the ~~College President~~ College President shall determine which particular employees shall be RIFed and shall submit the recommendation to the Board:

TERMINATION OF EMPLOYMENT
REDUCTION IN FORCE

DMC
(LOCAL)

1. Certification: Appropriate degree certificate and/or endorsement for current assignment required by the ~~Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)~~ College District's accreditor [see GK] or the Coordinating Board.
2. Performance: Employee's effectiveness as reflected by the most recent written evaluations and/or other appraisal documentation.
3. Seniority: Years of service in the College District.
4. Professional Background: Professional education and work experience related to the current assignment.

These criteria are listed in order of importance. ~~The College President~~ The College President shall apply them sequentially to the selected employment areas until the number of staff reductions necessary have been identified, i.e., if all necessary reductions can be accomplished by applying the certification criteria, it is not necessary to apply the performance or subsequent criteria.

Board Action

After considering the ~~College President~~ College President's recommendation, the Board shall determine which employees shall be dismissed. Each employee shall be given a statement of the reasons and conditions requiring such dismissal and shall, upon request, be given a hearing in accordance with the policy for termination during his or her contract. [See DMAA]

Appeals

Appeals of a dismissal due to a reduction in force shall be handled through the hearing afforded under DMAA rather than the grievance policy.

Exception

Appeals of a dismissal due to a reduction in force of a former foster child entitled to an employment preference shall be handled through the hearing afforded under DC. [See DC]

**Rights of Employees
Subject to RIF**

An employee dismissed pursuant to this policy, if subsequently re-employed by the College District, shall be credited with the amount of local sick leave that had accrued at the time of dismissal.

Reemployment

Upon written request, an employee dismissed pursuant to this policy shall be notified in writing of any subsequent availability of the position for a period of one calendar year following the effective date of such dismissal. The notice shall be mailed to the address that was on file for the former employee at the time of dismissal, unless the College District has been notified in writing of a change of address. A former employee so notified must respond to the Board in writing within ~~ten~~10 calendar days of receipt of such notification if the person wishes to be considered for the position. Any

TERMINATION OF EMPLOYMENT
REDUCTION IN FORCE

DMC
(LOCAL)

individual who responds shall be considered for employment on
the same basis as all other applicants.

ALTERNATE METHODS OF INSTRUCTION
DISTANCE EDUCATION

EBA
(LOCAL)

The College District shall offer distance education courses and programs in accordance with:

- Applicable law;
- Coordinating Board regulations and guidelines, including the Principles of Good Practice for Distance Education;
- Principles, policies, and guidelines of the ~~Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)~~; and College District's accreditor [see GK]; and
- College District policies and procedures.

The College President shall develop procedures to implement this policy.

INSTRUCTIONAL ARRANGEMENTS
COURSE LOAD AND SCHEDULES

ECC
(LOCAL)

Course Load

The normal course load for the fall or spring semester shall be ~~15~~15 semester hours. Course loads in excess of ~~16~~16 semester hours shall require approval by the ~~dean~~dean. The maximum course load shall be no more than ~~24~~21 semester hours.

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

A course dropped by a student while pursuing a bachelor's degree that the student ultimately earned may not be counted toward the limit on the number of dropped courses.

A dual credit or dual enrollment course dropped by a student before graduating from high school may not be counted toward the limit on the number of dropped courses.

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

Exhibit 3.1
Information Items
(No Action Required)

Aguilar-Favela, Abigail

Admissions & Registration Specialist
Classified Staff
Admissions & Registration
10/14/24 – 08/31/25
Grade E
Competitive Appointment
(Replacement Action)

Bradley, Gisella

Administrative Assistant
Classified Staff
EPCC CARES
10/21/24 – 08/31/25
Grade D
Competitive Appointment
(New Appointment)

Ayabar, Daniel

Lab Assistant III
Classified Staff
Mathematics
10/14/24 – 08/31/25
Grade E
Competitive Appointment
(Replacement Action)

Cabral, Jacqueline

Employee Relations Senior Associate
Classified Staff
Employee Relations
Temporary Status
10/04/24 – 08/31/25
Grade F
Noncompetitive Appointment
(Replacement Action)

Bagley, Beau

Associate Director, Marketing & Community
Relations
Professional Staff
Marketing & Community Relations
10/14/24 – 08/31/25
Grade G
Competitive Appointment
(Replacement Action)

Cabral, Rosa

Program Assistant
Classified Staff
Continuing Education, Technical Education
& Personal Enrichment
09/30/24 – 08/31/25
Grade D
Competitive Appointment
(Replacement Action)

Becker, Daniel

Instructor
Faculty
Music
Temporary (Lecturer) Status
08/19/24 – 05/10/25
Grade B/2
Noncompetitive Appointment
(Replacement Action)

Field, Maria E.

Interim Associate Vice President, Human
Resource Management & Compliance
Administrator
Human Resource Management & Compliance
09/01/24 – 02/28/25
Grade F
Temporary Increase in Responsibilities (10%)

Exhibit 3.1
Information Items
(No Action Required)

Garcia, Aylin

Administrative Associate
Classified Staff
Institutional Research
10/28/24 - 08/31/25
Grade E
Competitive Appointment
(Replacement Action)

Lara, Marco

Media Producer
Professional Staff
El Paso Community College TV
09/01/24 – 08/31/25
Grade E
Temporary Increase in Responsibilities (10%)

Gonzalez, Gabriel

Academic Computing Services Supervisor
Professional Staff
Open Computer Lab
10/21/24 - 08/31/25
Grade F
Competitive Appointment
(Replacement Action)

Lara, Xochitl

Instructor
Faculty
Nursing
Temporary (Lecturer) Status
10/08/24 – 05/10/25
Grade C/5
Noncompetitive Appointment
(Replacement Action)

Gonzalez, Roxana

Clinical Service Provider
Professional Staff
EPCC CARES
10/14/24 – 08/31/25
Grade G
Competitive Appointment
(Replacement Action)

Lawson, Kristen

Instructor
Faculty
Physical Therapist Assistant
Temporary (Lecturer) Status
08/26/24 – 05/10/25
Grade B/1
Noncompetitive Appointment
(Replacement Action)

Guzman, Austyn

Peace Officer I
Classified Staff
Police Department
10/28/24 – 08/31/25
Grade D
Competitive Appointment
(Replacement Action)

Mendez, David

Assistant Director, Recruitment Services
Professional Staff
Recruitment Services
10/01/24 – 08/31/25
Grade E
Competitive Appointment
(Replacement Action)

Exhibit 3.1
Information Items
(No Action Required)

Montoya, Fania

Instructor
Faculty
Surgical Technology
Temporary (Lecturer) Status
08/19/24 – 05/10/25
Grade A/1
Noncompetitive Appointment
(Replacement Action)

Perez, Antonio

Maintenance Worker II
Classified Staff
Physical Plant
09/23/24 – 08/31/25
Grade C
Competitive Appointment
(Replacement Action)

Natividad, Sofia

Admissions & Registration Specialist
Classified Staff
Admissions & Registration
10/14/24 – 08/31/25
Grade E
Competitive Appointment
(Replacement Action)

Portillo, Vianey

Instructor
Faculty
Dental Hygiene
Temporary (Lecturer) Status
08/19/24 – 05/10/25
Grade B/4
Noncompetitive Appointment
(Replacement Action)

Ortiz, Jessica

Institutional Research Specialist
Classified Staff
Institutional Research
Temporary Status
09/01/24 – 08/31/25
Grade E
Extension of Appointment

Reyes, Santiago

Manager, Student Culinary Services
Professional Staff
Culinary Arts
10/21/24 – 08/31/25
Grade D
Competitive Appointment
(Replacement Action)

Paredes, Giselle

Testing Services Clerk
Classified Staff
Testing Services
10/21/24 – 08/31/25
Grade C
Competitive Appointment
(Replacement Action)

Terrazas Luna, Jesus

Maintenance Worker II
Classified Staff
Physical Plant
10/07/24 – 08/31/25
Grade C
Competitive Appointment
(Replacement Action)

Exhibit 3.1
Information Items
(No Action Required)

Vazquez Contreras, Christian

Transition Specialist
Classified Staff
Recruitment Services
10/14/24 – 08/31/25
Grade E
Competitive Appointment
(Replacement Action)

Whittington, Raquel

Clinical Service Provider
Professional Staff
EPCC CARES
10/14/24 – 08/31/25
Grade G
Competitive Appointment
(Replacement Action)

Exhibit 3.1
Information Items
(No Action Required)

Advancements for Educational
Achievement:

Arras, Cynthia

Senior Administrative Associate
Bachelor's Degree
09/01/24

Sanchez, Gale

Librarian
Master's Degree + 15 sem hrs
08/19/24

Castillo-Attar, Carmen

Counselor
Doctorate Degree
08/19/24

Wilson, Jaymi

Technical Coordinator
Master's Degree
09/01/24

Cochran, Claudia

Psychology Instructor
Master's Degree + 30 sem hrs
08/19/24

Garcia, Lourdes

Librarian
Doctorate Degree
08/19/24

Guerrero, Hafid

Dean of Nursing
Doctorate Degree
09/01/24

Gutierrez, Claudia

Administrative Associate
Bachelor's Degree
09/01/24

Peralta, Alfonso

Information Systems Manager- Human
Resources
Master's Degree
09/01/24

Salas, Jesusita

Coordinator- Media Services
Bachelor's Degree
09/01/24

Exhibit 3.1
Information Items
(No Action Required)

Resignations:

Beck, Arthur

Campus Life Representative
Student Leadership & Campus Life
08/01/24

Belmontes, Raul

Manager, Institutional Research
Institutional Research
10/04/24

Lara, Gabriela

Security Specialist
Police Department
09/13/24

Lial, Belinda

Science Technology Engineering and
Mathematics (STEM) Advisor
STEMFUERTE
09/11/24

Munoz, Raul

Financial Aid Specialist
Financial Aid Office
09/18/24

Retirements:

None

FINANCIAL SERVICES ABSTRACT

Item(s) to be Considered: Discussion and action on the approval to purchase from Bluum USA, Inc. equipment and services to install the SP Controls system.	Amount (Not to Exceed): \$157,248										
Requestor: Sergio Ramos	Area Responsible: Media Services Center										
Resource Persons: Marco Fernandez, Sergio Ramos											
<p>Purpose: To request approval to purchase equipment and the installation services to upgrade 20 Technology-Enhanced Classrooms districtwide from Crestron control system to SP Controls system to facilitate the delivery of high-quality instruction.</p> <p>Explanation: The upgrade of 20 Technology-Enhanced Classrooms involves replacing Crestron control systems with SP Controls systems. This includes the installation of touch screens for easy access and control of technology, advanced control processors to manage various input sources, high-resolution switchers with HDMI inputs, and laser projectors for state-of-the-art display quality. This enhancement will align with our existing Technology-Enhanced Classrooms while providing a more user-friendly technology control experience. The new equipment features EPSON laser projectors, SP Controls Network Room Controllers, and a Touch Panel Interface. Additionally, all programming, configuration of control systems, and necessary wiring and cabling are included in this comprehensive engagement.</p> <p style="margin-left: 40px;">The following equipment and services will be provided by Bluum USA, Inc.:</p> <ul style="list-style-type: none"> Short/long throw Epson laser projectors SP Controls control systems (Network Room Controller, Touch Panel) High-resolution Kramer switchers Touch panels (user interface) TPS-7 <p style="margin-left: 40px;">The cost of the purchase of services and equipment is \$142,952 plus a 10% contingency of \$14,295.20, bringing the total cost not exceeding \$157,248.</p> <p style="margin-left: 40px;">This purchase will be conducted through the TIPS (The Interlocal Purchasing System) Contract # 230901, which complies with Texas Education Code 44.031; and the provisions of Texas Government Code, Chapter 791-Interlocal Cooperation Contracts. Such contracts are competitively awarded.</p> <p style="margin-left: 40px;">Funding is provided by the Information Technology Hardware Maintenance and Supplies budget.</p>											
Recommendation: Approval by the Board of Trustees. <div style="margin-left: 100px;"> Vendor: Bluum USA, Inc. 4675 E. Cotton Center Blvd., Ste. 155 Phoenix, AZ 85040 </div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px 5px;">Date:</td> <td style="text-align: right; padding: 2px 5px;"><u>10/09/24</u></td> </tr> <tr> <td style="padding: 2px 5px;">Account:</td> <td style="text-align: right; padding: 2px 5px;"><u>11000-75005</u></td> </tr> <tr> <td style="padding: 2px 5px;">Budget:</td> <td style="text-align: right; padding: 2px 5px;"><u>\$687,020</u></td> </tr> <tr> <td style="padding: 2px 5px;">Expenditures to date:</td> <td style="text-align: right; padding: 2px 5px;"><u>205,885</u></td> </tr> <tr> <td style="padding: 2px 5px;">Balance:</td> <td style="text-align: right; padding: 2px 5px;"><u>\$481,135</u></td> </tr> </table>	Date:	<u>10/09/24</u>	Account:	<u>11000-75005</u>	Budget:	<u>\$687,020</u>	Expenditures to date:	<u>205,885</u>	Balance:	<u>\$481,135</u>
Date:	<u>10/09/24</u>										
Account:	<u>11000-75005</u>										
Budget:	<u>\$687,020</u>										
Expenditures to date:	<u>205,885</u>										
Balance:	<u>\$481,135</u>										

FINANCIAL SERVICES ABSTRACT

Item(s) to be Considered:	Discussion and action on the approval to award a contract to Taco Family Inc., d/b/a Taqueria Don Chicho 3 and to The Basil Garden, LLC d/b/a Juice Society to provide on-site food services on a concession basis at the Northwest Campus and Rio Grande Campus respectively.		
Requestor:	Juan Flores	Area Responsible:	Auxiliary Services
Resource Persons:	Fernando Flores, Ana Zúñiga, Juan Flores		
Purpose:	To provide high-quality, and affordable food and beverage services on a concession basis to students, faculty, and staff of El Paso Community College (EPCC).		
Explanation:	<p>EPCC solicited through Request for Proposals (RFP) #24-020, and 24-021, on-site food and beverage services on a concession basis from qualified vendors interested in occupying campus space and participating in a revenue-sharing in connection with food and beverage services on District property.</p> <p>The awarded vendors will deliver comprehensive, high-quality, and affordable products and services for the operation and management of the College food and beverages services for the aforementioned campuses.</p> <p>These recommendations are based on Request for Proposals (RFP) #24-020 and (RFP) #24-021 per Texas Education Code 44.031. The respective contracts will be awarded for an initial term of one (1) year, with an option to renew on an annual basis for an additional four (4) years for a maximum contract term of five (5) years. Annual renewals will be based upon satisfactory vendor performance and administrative approval.</p>		
Recommendation:	Approval by the Board of Trustees.		
Vendor:	Various, see below		
	Taco Family, Inc DBA Taqueria Don Chicho 3 884 Stamfordham Street El Paso, TX 79928 <i>NW Campus</i> Commission-based	The Basil Garden, LLC/ DBA Juice Society 701 Rosewood St. El Paso, TX 79903 <i>RG Campus</i> Commission-based	

EL PASO COUNTY COMMUNITY COLLEGE DISTRICT
ON-SITE FOOD SERVICES ON A CONCESSION BASIS – NORTHWEST CAMPUS

RFP #24-020

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 goods and/or services, including compliance with conflict of interest disclosure requirements.

This RFP was 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. Emails were sent to potential vendors by the Purchasing & Contract Management Department to inform them of this solicitation. Twelve (12) proposal packets were downloaded. The proposals received are indicated on the RFP tabulation. The accompanying tabulation page is used for reference only.

The RFP Analysis Committee was required to carefully read and evaluate each response to the solicitation for offers, and every member of the Committee was told that if there is a discrepancy between the vendor's written offer and the accompanying tabulation page, the written offer always prevails.

The Committee evaluated and scored the written proposals and took into consideration the proposers' previous experience. References from the vendors who submitted proposals were also checked. It is the recommendation of the Committee (Lydia Tena, Ana Zuniga, Juan Flores, Oscar Velasquez, and Alejandra Flores, SGA Representative) that a contract be awarded to:

Taco Family Inc DBA Taqueria Don Chicho 3
884 Stamfordham Street
El Paso, Texas 79928

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

RFP #24-020 On-site Food Services on a Concession Basis - Northwest Campus

Evaluation Scoring Summary

9/9/2024

	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. -Additional points will be awarded to vendor(s) offering more variety	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. - Willingness to hold prices longer than one (1) year	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	/ 10 pts	/ 25 pts	/ 35 pts	/ 5 pts	/ 1 pt	/ 5 pts	/ 1 pt	/ 3 pts	-
Taco Family Inc DBA Taqueria Don Chicho 2	82.08	11.4	8.4	20	29.4	4.4	1	4.2	1	2.28	Yes
Total composite score rounded to the nearest hundredth.											
Comments:											
Scope of Work per Specifications for RFP #24-020											
The District is seeking proposals for on-site food services on a concession basis at the Northwest Campus.											

RFP #24-020 On-site Food Services on a Concession Basis - Northwest Campus	
Vendor	Taco Family Inc DBA Taqueria Don Chicho 3
Vendor Requirements	
Signed Proposal Form	Provided
If awarded, respondent agrees to hold pricing through, at minimum, duration of initial contract term, which is one (1) year from date of award by the Board of Trustees.	Yes
If awarded, is respondent willing to hold prices longer than one (1) year? Please state yes or no by uploading a PDF document. If yes, provide details.	Provided
Proposed commission percentage (%) to the District (payable monthly, based on total gross sales.)	8%
If revenue sharing proposal is other than or in addition to the total gross sales, please explain:	Provided
Proposed additional/alternate revenue to the District (i.e., bonus amount or higher percentage for sales over a specified level):	Provided
If awarded, will respondent provide food truck services at their awarded campus? (This type of service is optional at the vendor's discretion.)	Yes
If awarded, respondent agrees to comply with the District's existing, exclusive beverages contract with Pepsi Beverages Company	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.	Provided
Respondents may describe what separates their company from other organizations performing the same service.	Provided
Respondents should submit with their proposal response evidence that they have complied with the District's insurance requirements as stated on the District's General Conditions of Contract.	Provided
Respondent shall submit evidence of a minimum of three (3) years of professional service in providing similar concession food services.	Provided
Respondents should submit with their proposal response current, valid copies of: • Department of Health Permit; • License issued by the City of El Paso; • Certified Food Manager (CFM) certificate; • State of Texas Sales and Use Permit; and, • Central Preparation Facility (CPF) license, required for food truck services or if preparing any food off site.	Provided
For walk-up concession services, respondents should provide menu(s) of complete meals or portions of meals, with any applicable options, in any or all of the following categories: breakfast, lunch, dinner, beverages, and snacks. When possible, provide a minimum of 3 food selections for each meal type submitted (e.g., 3 breakfast menu options, 3 lunch menu options, 3 dinner menu options, etc.). Respondents should provide prices for all individual menu options submitted.	Provided
Catering Menu (optional): Provide proposed menu(s) with any options, for District-wide event catering, in any or all of the following categories: breakfast, lunch, dinner, beverages, and snacks. When possible, provide a minimum of 3 food selections for each meal type submitted (e.g., 3 breakfast menu options, 3 lunch menu options, 3 dinner menu options, etc.). Include pricing for each item. Indicate what size events your company is able to accommodate; include any delivery or other fees if applicable.	Provided
Catering Menu Continued: Respondents should provide prices for all individual catering menu options submitted. Cost will be per person and shall include all applicable charges, required to provide catering services. This includes, by way of example and not limitation, service charges and other fees, tablecloths, napkins, tableware, etc. For event catering, include the any additional charges for certain size parties or charges for campus deliveries, if any.	Provided
For event catering, respondents should provide a sample Order Form. If order form is not used by vendor, please state this in your proposal response and explain how catering services would be ordered. Indicate in the proposal response what size parties/events it is able to accommodate for providing event catering services or upload a document that says no catering option is offered.	Provided
If the respondent is a franchise owner, offeror shall state its position regarding offering all franchise-advertised promotional offers, pricing and otherwise, at its locations throughout all District sites.	Provided
Respondent should provide contact name(s), telephone number(s), and email(s) for customer service representative(s) for the coordination of services as needed by the District, should contract be awarded to offeror. Also include availability of customer service representative(s) (e.g., Monday through Friday, 7:00 a.m. – 7:00 p.m., MST/MDT).	Provided
Respondents should describe the extent of current recycling practices and "green" initiatives for its business operations and how they would apply at the District, should respondent be awarded a contract. Submit evidence with proposal response or state "none." Describe the level of support offeror intends to provide the District in its recycling program, described elsewhere in this RFP.	Provided
Respondents should provide evidence of current PCI DSS (Payment Card Industry Data Security Standard) compliance, including the name of respondent's payment processing company. Respondents should also indicate what types of payments it can accept, e.g., cash, credit/debit card, check, etc.	Provided
To serve its catering needs related to meetings and events, the District has awarded several catering contracts to outside food service providers. Respondent shall describe how, if awarded a contract, it would support the District's needs for additional catering services through unique and "out of the box" food and service offerings.	Provided
Describe how the vendor believes food services can be leveraged to support the District's enrollment goals.	Provided
Describe the plan to solicit input and feedback from students, faculty, staff, and guests concerning the overall food service operation. Include in the plan the method(s) in which feedback is sought and the frequency.	Provided
The District is interested in creative concepts and ideas to refresh the food service and dining areas, and in accommodating the District's need for food services. The respondent should include other proposed investments and development as part of their proposal. The respondent should also include the monetary value of this proposal.	Provided
Attachment A – References	Provided
Attachment B - Vendor's Qualification Statement	Provided
Texas Family Code Form - Signature and SSN or Federal Tax ID Number Required	Provided
Required Contract Clauses Form - Signatures Required	Provided
Conflict of Interest Questionnaire - Name of Vendor, Signature and Date Required	Provided

EL PASO COUNTY COMMUNITY COLLEGE DISTRICT
RIO GRANDE CAMPUS: COFFEE, PASTRY, AND SANDWICH SHOP

RFP #24-021

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 goods and/or services, including compliance with conflict of interest disclosure requirements.

This RFP was 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. Emails were sent to potential vendors by the Purchasing & Contract Management Department to inform them of this solicitation. Eleven (11) proposal packets were downloaded. The proposals received are indicated on the RFP tabulation. The accompanying tabulation page is used for reference only.

The RFP Analysis Committee was required to carefully read and evaluate each response to the solicitation for offers, and every member of the Committee was told that if there is a discrepancy between the vendor's written offer and the accompanying tabulation page, the written offer always prevails.

The Committee evaluated and scored the written proposals and took into consideration the proposers' previous experience. References from the vendors who submitted proposals were also checked. It is the recommendation of the Committee (Ana Zuniga, Juan Flores, Souraya Hajjar, and Luis Gonzalez, SGA Representative) that a contract be awarded to:

The Basil Garden, LLC/DBA Juice Society
701 Rosewood St
El Paso, Texas 79903

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

RFP #24-021 Rio Grande Campus: Coffee, Pastry, and Sandwich Shop
Evaluation Scoring Summary

9/25/2024

	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. -Additional points will be awarded to vendor(s) offering more variety	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. - Willingness to hold prices longer than one (1) year	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	/ 10 pts	/ 25 pts	/ 35 pts	/ 5 pts	/ 1 pt	/ 5 pts	/ 1 pt	/ 3 pts	-
The Basil Garden, LLC	71.95	9	5.5	17.5	29.75	2.5	1	3.75	1	1.95	Yes
Taco Family Inc DBA Taqueria Don Chicho 2	51.30	8.25	6	15	12.25	3	1	3.75	1	1.05	No
Total composite score rounded to the nearest hundredth.											
Comments:											
Scope of Work per Specifications for RFP #24-021											
The District is seeking proposals for on-site food for a coffee, pastry, and sandwich shop at the Rio Grande Campus.											

RFP #24-021 Rio Grande Campus: Coffee, Pastry, and Sandwich Shop		
Vendor	Taco Family Inc DBA Taqueria Don Chicho 2	The Basil Garden, LLC
Vendor Requirements		
Signed Proposal Form	Provided	Provided
If awarded, respondent agrees to hold pricing through, at minimum, duration of initial contract term, which is one (1) year from date of award by the Board of Trustees.	Agreed	Agreed
If awarded, is respondent willing to hold prices longer than one (1) year? Please state yes or no by uploading a PDF document. If yes, provide details.	Provided the following statement, "Yes, we will hold the pricing for an additional year."	Provided the following statement, "Yes, The Basil Garden/ DBA Juice Society agree to hold the prices for more than one year. If awarded with the contract."
Proposed commission percentage (%) to the District (payable monthly, based on total gross sales):	10	7
If revenue sharing proposal is other than or in addition to the total gross sales, please explain:	Provided the following statement, "This is not applicable to our business model. Our proposal is based solely on revenue sharing."	Provided the following statement, "The Basil Garden / OBA Juice Society agrees to provide an additional 1% if the gross sales are greater (sic) that \$60,000.00 a month."
Proposed additional/alternate revenue to the District (e.g., bonus amount or higher percentage for sales over a specified level):	Provided the following statement, "We propose a bonus of \$50 every quarter after the start date of the contract. We are willing to renegotiate the amount at every annual renewal of the contract."	Provided the following statement, "The Basil Garden / OBA Juice Society agrees to provide an additional 1% if the gross sales are greater (sic) that \$60,000.00 a month."
Since catering services are optional under this RFP process, if awarded, is respondent able to provide catering services at the Rio Grande Campus? If yes, please provide a catering menu as per items 10a and 10b on page 30 of the RFP packet.	Yes	Yes
If awarded, will respondent provide food truck services at their awarded campus? (This type of service is optional at the vendor's discretion.)	Yes	No
If awarded, respondent agrees to comply with the District's existing, exclusive beverages contract with Pepsi Beverages Company.	Yes	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.	Provided	Provided the following statement, "The Basil Garden/ DBA Juice Society at this point don't (sic) have any discounts per prompt-pay."
Respondents may describe what separates their company from other organizations performing the same service.	Provided	Provided
Respondents should submit 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, "If awarded the contract we will comply with #14 on pages 6&7 of the General Conditions and supply a copy of the required COI to Miss Ontiveros."	Partially provided (provided only proof of automobile and workers' compensation insurance)
Respondents shall submit evidence of a minimum of three (3) years of professional service in providing similar concession food services.	Provided	Provided
Respondents should submit with their proposal response current, valid copies of: • Department of Health Permit; • License issued by the City of El Paso; • Certified Food Manager (CFM) certificate; • State of Texas Sales and Use Permit; and, • Central Preparation Facility (CPF) license, required for food truck services or if preparing any food off site.	Provided	Provided
For walk-up concession services, respondents should provide menu(s) of complete meals or portions of meals, with any applicable options, in any or all of the following categories: breakfast, lunch, dinner, beverages, and snacks. When possible, provide a minimum of 3 food selections for each meal type submitted (e.g., 3 breakfast menu options, 3 lunch menu options, 3 dinner menu options, etc.). Respondents should provide prices for all individual menu options submitted.	Provided	Provided
Catering Menu (optional): Provide proposed menu(s) with any options, for District-wide event catering, in any or all of the following categories: breakfast, lunch, dinner, beverages, and snacks. When possible, provide a minimum of 3 food selections for each meal type submitted (e.g., 3 breakfast menu options, 3 lunch menu options, 3 dinner menu options, etc.). Include pricing for each item. Indicate what size events your company is able to accommodate; include any delivery or other fees if applicable.	Provided	Provided
Catering Menu Continued: Respondents should provide prices for all individual catering menu options submitted. Cost will be per person and shall include all applicable charges, required to provide catering services. This includes, by way of example and not limitation, service charges and other fees, tablecloths, napkins, tableware, etc. For event catering, include the any additional charges for certain size parties or charges for campus deliveries, if any.	Provided	Provided
For event catering, respondents should provide a sample Order Form. If order form is not used by vendor, please state this in your proposal response and explain how catering services would be ordered. Indicate in the proposal response what size parties/events it is able to accommodate for providing event catering services or upload a document that says no catering option is offered.	Provided	Provided
If the respondent is a franchise owner, offeror shall state its position regarding offering all franchise-advertised promotional offers, pricing and otherwise, at its awarded location(s) throughout the District.	Provided	Provided
Respondent should provide contact name(s), telephone number(s), and email(s) for customer service representative(s) for the coordination of services as needed by the District, should contract be awarded to offeror. Also include availability of customer service representative(s) (e.g., Monday through Friday, 7:00 a.m. – 7:00 p.m., MST/MDT).	Provided	Provided
Respondents should describe the extent of current recycling practices and "green" initiatives for its business operations and how they would apply at the District, should respondent be awarded a contract. Submit evidence with proposal response or state "none." Describe the level of support offeror intends to provide the District in its recycling program, described elsewhere in this RFP.	Provided	Provided the following statement, "At this moment The Basil Garden/ Juice Society don't (sic) have any recycling practice program. (None)"
Respondents should provide evidence of current PCI DSS (Payment Card Industry Data Security Standard) compliance, including the name of respondent's payment processing company. Respondents should also indicate what types of payments it can accept, e.g., cash, credit/debit card, check, etc.	Provided	Provided
To serve its catering needs related to meetings and events, the District has awarded several catering contracts to outside food service providers. Respondent shall describe how, if awarded a contract, it would support the District's needs for additional catering services through unique and "out of the box" food and service offerings.	Not found in proposal	Provided
Respondent should describe how the vendor believes its food services can be leveraged to support the District's enrollment goals.	Provided	Provided
Respondent should describe their plan to solicit input and feedback from students, faculty, staff, and guests concerning the overall food service operation. Include in the plan the method(s) in which feedback is sought and the frequency.	Provided	Partially provided (did not indicate frequency)
The District is interested in creative concepts and ideas to refresh the food service and dining areas, and in accommodating the District's need for food services. The respondent should include other proposed investments and development as part of their proposal. The respondent should also include the monetary value of this proposal.	Provided	Provided the following statement, "The Basil Garden/ DBA Juice Society do [sic] not have any ideas at this moment to refresh the food service and dining areas."
Vendor acknowledged Addenda #1.	Acknowledged	Not found in proposal
Attachment A – References	Provided	Provided
Attachment B – Organization Details	Provided	Provided
Texas Family Code Form – Signature and SSN or Federal Tax ID Number Required	Provided	Provided
Required Contract Clauses Form (NON-Federal Funds) – Signatures Required	Provided	Provided
Conflict of Interest Questionnaire – Name of Vendor, Signature and Date Required	Provided	Provided

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered:	Discussion and action on the approval of the revised new credit program certificate in Social Media.	Amount: \$85,657
Requestor:	Daniel Guerra	Area Responsible: Advertising Graphics & Design
Resource Persons:	Steven Smith, Daniel Guerra	
Purpose:	To request approval of a new credit level 2 C2 certificate in Social Media, as required by the Texas Higher Education Coordinating Board and SACSCOC.	
Explanation:	<p>A recommendation for a certificate in social media has been proposed by local employers in the fields of advertising, graphics, and design to provide knowledge and skills in contemporary media. Local marketing firms, businesses with marketing departments, and independent graphic designers request the certificate. Social media requires frequent content creation and expertise in its development. Students completing this program will be able to create and maintain social media campaigns for local businesses, non-profits, and public entities. With the certificate, students can graduate and start working in the field, earning \$20 to \$30 per hour and expect a 21% employment growth.</p> <p>As a new certificate, the estimated cost for implementation is \$85,657. The budget includes the development of three courses, salary for one new faculty member, 12 Apple iMac computers, and network lines.</p> <p>This new credit program certificate in Social Media was previously approved by the Board of Trustees on September 24, 2024, as a Level 1 C1 certificate, but the department is resubmitting to revise the level of the certificate to a Level 2 C2.</p>	
Recommendation:	Approval by the Board of Trustees.	

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered:		Discussion and action on the approval of a new academic program in Polysomnography (Sleep Study Tech).	Amount: \$73,257
Requestor:	Souraya Hajjar	Area Responsible:	Health Career, Tech. Edu., Math & Science
Resource Persons: Steven Smith, Souraya Hajjar			
<p>Purpose: To request approval of a new Occupational Skills Award (OSA) in Polysomnography as required by the Texas Higher Education Coordinating Board and SACSCOC.</p> <p>Explanation: A recommendation for a formal educational program in Polysomnography is requested by local employers (health care facilities) that provide sleep study evaluations and treatments to patients with sleep disorders. The need for this program was originally identified by the local clinics and hospitals.</p> <p>As a new program, the estimated cost for implementation is \$73,257 to cover part-time faculty salaries, faculty coordinator hours, and instructional supplies. Clinicals will be taught at the various sleep study clinics in the El Paso area, so there is no need for new equipment to implement this program.</p>			
Recommendation: Approval by the Board of Trustees.			

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered: Discussion and action on the approval of the new Occupational Skills Award in Birth to 3 Teacher.	
Requestor: Myshie Pagel	Area Responsible: Education and Career & Technical Education
Resource Persons: Steven Smith, Myshie Pagel, Isela Castanon	
<p>Purpose: To request approval on a new Occupational Skills Award (OSA) in Birth to 3 Teacher, as required by the Texas Higher Education Coordinating Board and SACSCOC.</p> <p>Explanation: Local daycare providers recommended that the Teacher Preparation discipline create a 9-credit hour Occupational Skills Award (OSA) in Birth to 3 Teacher for daycare workers. The 9-credit hours are offered in the Associate of Arts degree for all grade levels and can be completed in one semester. The minimum educational requirement for entry-level daycare workers is a high school diploma. Local daycare providers have requested this OSA to provide additional skills and education, resulting in a higher hourly wage for their employees. The average base salary in El Paso for childcare providers is \$11.20 an hour. Students can continue working on the Associate of Arts and then fully transfer to UTEP's Bachelor of Science in Education – Early Childhood Care and Education degree.</p> <p>Funding for this new OSA is available in the existing Teacher Preparation Instructional budget.</p> <p>Recommendation: Approval by the Board of Trustees.</p>	

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered: Discussion and action on the approval of a new Occupational Skills Award in Microsoft Office Specialist.	
Requestor: Myshie Pagel	Area Responsible: Education and Career & Technical Education
Resource Persons: Steven Smith, Myshie Pagel, Elsa Chacon	
<p>Purpose: To request approval of a new Occupational Skills Award (OSA) in Microsoft Office Specialist, as required by the Texas Higher Education Coordinating Board and SACSCOC.</p> <p>Explanation: A recommendation from regional business partners was made to the Business Discipline to create a 12-credit hour Occupational Skills Award (OSA) for a Microsoft Office Specialist. These 12 credit hours are currently offered in the Associate of Applied Science degree in Office Administration and can be completed in one semester. The minimum educational requirement for entry-level office workers is a high school diploma. Local businesses, including GECU, First National Bank, and two law firms served on the advisory committee and recommended this OSA to provide additional education to provide office skills for entry-level office assistant positions. Currently, the average base salary in El Paso for an entry-level office assistant is \$ 11 to \$14 an hour. According to Workforce Solutions Borderplex, a living wage for 2024 in the El Paso region is \$17.24 an hour.</p> <p>Funding for this new OSA is available in the existing Business Discipline Instructional budget.</p> <p>Recommendation: Approval by the Board of Trustees.</p>	

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered:	Discussion and action on the acceptance of the Texas Higher Education Coordinating Board (THECB) Carl D. Perkins Basic Grant.	Amount: \$894,771																								
Requestor:	Robert Elliott	Area Responsible: Grants Management Office																								
Resource Persons:	Steven Smith, Carlos Amaya, Julie Penley, Robert Elliott																									
Purpose:	<p>The purpose of the Carl D. Perkins Career and Technical Education (CTE) Act of 2006, as reauthorized by the Strengthening Career and Technical Education for the 21st Century Act, is to provide program improvement, innovation, and student support services for students in career and technical education. Emphasis is placed on the recruitment and retention of students who might otherwise not have an opportunity to participate in higher education.</p>																									
Explanation:	<p>The federally sourced funds provide for curriculum development of new or enhanced career/technical programs, purchase of instructional equipment and supplies, and faculty/staff professional development activities. In addition, the funds provide special tutoring support and other CTE student support services. Direct student support will be provided to CTE First Year Experience Center students in the form of advising and early alert intervention assistance support.</p> <p>THECB limits indirect costs to no more than 5% of direct program expenditures.</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 to workers' compensation, state unemployment insurance, life insurance, and long-term disability insurance.</p> <p style="text-align: center;">Budget Account Number: C24456 through C24471 Budget Summary: \$894,771 September 1, 2024 – August 31, 2025</p> <p>Detailed Budget Overview:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">60000</td> <td style="width: 70%;">Wages</td> <td style="width: 20%; text-align: right;">\$332,573</td> </tr> <tr> <td>62000</td> <td>Fringe Benefits¹</td> <td style="text-align: right;">93,434</td> </tr> <tr> <td>71000</td> <td>Equipment and Supplies</td> <td style="text-align: right;">308,244</td> </tr> <tr> <td>71317</td> <td>Professional/ Technical Services (Student Note- Takers)</td> <td style="text-align: right;">6,400</td> </tr> <tr> <td>71910</td> <td>Administration-Indirect Costs</td> <td style="text-align: right;">42,608</td> </tr> <tr> <td>72000</td> <td>Travel</td> <td style="text-align: right;">45,674</td> </tr> <tr> <td>73152</td> <td>Equipment (over \$5,000/unit)</td> <td style="text-align: right;">65,838</td> </tr> <tr> <td></td> <td>TOTAL</td> <td style="text-align: right;">\$894,771</td> </tr> </table> <p>¹Average overall fringe benefit rate is 21%. Part-time rate is 10.5% and full-time only average rate is 30%.</p>		60000	Wages	\$332,573	62000	Fringe Benefits ¹	93,434	71000	Equipment and Supplies	308,244	71317	Professional/ Technical Services (Student Note- Takers)	6,400	71910	Administration-Indirect Costs	42,608	72000	Travel	45,674	73152	Equipment (over \$5,000/unit)	65,838		TOTAL	\$894,771
60000	Wages	\$332,573																								
62000	Fringe Benefits ¹	93,434																								
71000	Equipment and Supplies	308,244																								
71317	Professional/ Technical Services (Student Note- Takers)	6,400																								
71910	Administration-Indirect Costs	42,608																								
72000	Travel	45,674																								
73152	Equipment (over \$5,000/unit)	65,838																								
	TOTAL	\$894,771																								
Recommendation:	Approval by the Board of Trustees.																									

STATE OF TEXAS §
COUNTY OF TRAVIS §

Grant Agreement using Federal Funds

Section 1.0 Parties

This agreement ("Agreement") is entered into by and between the TEXAS HIGHER EDUCATION COORDINATING BOARD, an agency of the State of Texas, hereinafter designated "THECB" or "Funding Agency" and El Paso County Community College District, hereinafter designated "Grantee." At times, THECB and the Grantee are referred to singularly as "Party" and plurally as "Parties".

Funding Agency:	Texas Higher Education Coordinating Board 1801 N. Congress Ave. Suite 12.200 Austin, Texas 78701
Grantee:	El Paso County Community College District Post Office Box 20500 El Paso, Texas 79998
Federal Grant Funding Agency:	U.S. Department of Education
Federal Grant Title	CTE-THECB Formula (Perkins Basic)
Federal Grant Award No.:	254202067110001
Federal Award Date:	7/1/2024
CFDA:	84.048A
Unique Entity ID No.	S8LXMMGHNMG9
Congressional District Location:	16
Congressional District Place of Performance:	16
Authority:	P.L. 115-224, 20 USC 2301 et seq. "Strengthening Career and Technical Education for the 21st Century Act.
Research and Development?	No

Section 2.0 Term of Agreement

The term of this Agreement shall be upon **execution to 8/31/2025** ("Agreement Term"). Grantee must expend all funds by **8/31/2025**.

Section 3.0 Purpose and Project Description

The Texas Higher Education Coordinating Board's ("THECB") and the Grantee's (collectively, referred to as "the parties") execution of this Federal Grant Agreement creates a legally binding agreement between the parties.

The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) approved FY25 comprehensive local needs assessment (CLNA) submitted by Grantee on April 30, 2024 and hereby incorporated into this Agreement, and (2) Grantee's Local "Basic" Application (Exhibit A), are incorporated into and made a part of this Federal Grant Agreement for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.

Any changes in the approved Grant must follow THECB's amendment process as defined in the [When to Amend Application](#) Document. For the administration of the grant, grantees must follow guidelines in the [Perkins V Administration Manual](#).

Statement of Work

1. Local "Basic" Applications (Exhibit A)

The grantee shall meet the requirements of the Carl D. Perkins Basic Grant Program Local "Basic" Applications for Fiscal Year 2024-2025.

2. Perkins V Texas State Plan

Grantee shall address the goals and objectives of the Perkins V Texas State Plan 2021-2024 under the requirements of the Strengthening Career and Technical Education for the 21st Century Act, which can be found at: <https://www.congress.gov/115/plaws/publ224/PLAW-115publ224.pdf>.

3. Comprehensive Local Needs Assessment

The grantee shall address findings of the Applicant's Comprehensive Local Needs Assessment (CLNA) for student performance, CTE programs, implementation of programs of study, CTE faculty and personnel, and equal access to high-quality CTE programs. For additional CLNA information: [Perkins V Comprehensive Local Needs Assessment - Texas Higher Education Coordinating Board](#)

4. Building a Talent Strong Texas

Grantee shall address Goal 1, Attainment of Postsecondary Credentials, of the *Building a Talent Strong Texas* Strategic Plan for Higher Education Plan ([Building a Talent Strong Texas - THECB](#)) in the Local Application.

5. Reporting Requirements

The grantee shall meet the following reporting requirements as a condition for receiving Carl D. Perkins Formula Basic Funds. Expenditures are to be turned in on a quarterly basis only. See [Perkins V Administration Manual](#).

Date	Deadlines
May 16	Program Announcement Sent to Colleges and Application Opens
June 30	Application Due Date (This includes Application Cover Page and State/Federal Certifications)
December 10	Expenditure Report 1 Due
March 10	Expenditure Report 2 Due
April 30	All Equipment Must Be Purchased (Schedule C)
June 1	Last Day to Submit Budget Amendments <i>All budget amendments must be submitted in the portal.</i>
June 10	Expenditure Report 3 Due
June 30	Last Day to Encumber/Obligate Grant Funds
August 31	Contract end date for closing out all grant activities
September 15	Final Report, Final Expenditure Report, and Inventory Report Due

	<i>Submit any remaining expenditures. Awarded applicant will not be reimbursed for any expenditures made after August 31, 2025.</i>
--	---

Section 4.0 Agreement Amount and Payment

The total amount to be awarded to the Grantee by THECB pursuant to this Agreement shall in no event exceed the sum of **\$894,771.00** ("Agreement Amount").

Payments under this Agreement are subject to the availability of appropriated funds. Submission of an expenditure report shall constitute the Grantee's certification that the Project and other obligations under the Agreement have been performed in accordance with this Agreement.

Funds shall be provided on a cost reimbursement basis upon receipt of an expenditure report, which must be submitted on a quarterly basis as outlined in section 3.0 Statement of Work. The final reimbursement payment shall be based upon actual allowable expenditures for the Program, up to the amount provided for in the Grant Award.

Any unallowable expenditures shall not be reimbursed. In the event that THECB makes a payment for an unallowable expenditure, the Grantee shall reimburse or refund THECB for such payment.

Section 5.0 Certain Certifications

Attached hereto and incorporated herein by reference are required federal certifications:

Exhibit B: [Certification Regarding Debarment and Suspension](#)

Exhibit C: [Federal Funding Accountability and Transparency Act \(FFATA\) Certification](#)

Exhibit D: [Certification Regarding Disclosure of Lobbying Activities](#)

Exhibit E: [Certification of Compliance with Section 504 \(Rehabilitation Act of 1973\), ADA Title II, and Implementing Regulations](#)

Grantee further certifies the following:

Grantee must make full disclosure to THECB prior to entering into this Agreement if it intends to subcontract with a former employee/retiree of THECB if such former employee/retiree will participate in the Project in any way. Any former employee/retiree selected by the Grantee for subcontracting shall not perform work on the Project until prior written approval is received from THECB.

Pursuant to Section 2155.006(b) of the Texas Government Code, Grantee certifies that it has not been, during the five-year period preceding the date of this Agreement: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

HB 1295 Certification: Effective January 1, 2016, THECB must comply with the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity

GC Rev. 11/2022

submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Section 6.0 Terms and Conditions

6.01 Termination: As consistent with applicable law (e.g., Office of Management and Budget Circulars (OMB) Uniform Grant Guidance, THECB may, by written notice to Grantee, terminate this Agreement, in whole or in part. For example, THECB may terminate if: (a) THECB is not reasonably satisfied with Grantee's Project; (b) default or abandonment by Grantee occurs; or (c) Grantee fails to comply fully with any term or condition of this Agreement, through no material fault of THECB. If Grantee fails or refuses to perform its obligations under this Agreement, THECB may exercise any and all rights as may be available to it by law or in equity.

6.01.1 Non-Appropriation: As consistent with applicable law (e.g. OMB Uniform Grant Guidance), this Agreement may be terminated immediately if funds allocated to THECB should become reduced, depleted, or otherwise unavailable (including, but not limited to, lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations) during the Agreement Term and to the extent that THECB is unable to obtain additional funds for such purpose.

6.01.2 Effect of Termination: As consistent with applicable law (e.g. OMB Uniform Grant Guidance), upon any termination, all indemnities, including without limitation those set forth in this Agreement, as well as Agreement provisions regarding confidentiality, records retention, right to audit, and dispute resolution, shall survive the termination of this Agreement for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all Project work immediately upon the effective date of termination, except such Project Work that THECB deems are necessary to close out the project in a cost-effective manner. THECB shall be liable to Grantee for that portion of the Project work authorized by THECB and which has been completed prior to the effective date of termination, provided that THECB shall not be liable for any work performed that is not acceptable to THECB and/or does not meet Agreement requirements. In the event of termination, THECB reserves the right to negotiate another award if it is in the state's best interest.

6.02 Amendment: This Agreement may be modified only by written amendment executed by the Parties hereto. Fees and expenses included as part of an amendment must be pre-approved by THECB to be eligible for payment and reimbursement.

6.03 Sovereign Immunity: The Parties stipulate and agree that no provision of, or any part of this Agreement between THECB and Grantee, or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to THECB or to Grantee (if Grantee is another Texas state agency) beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States

Constitution or any immunity recognized by the Courts and the laws of the United States.

6.04 Assignment, Delegation, or Subcontracting: Unless as otherwise provided for in the Agreement, no contractual rights, interest, or obligation shall be assigned, delegated, or subcontracted by the Grantee without prior written approval of THECB. No assignment, delegation, or subcontract approved by THECB shall relieve the Grantee of any obligation or responsibility under this Agreement. It is THECB's intent that to the extent subcontracting is approved by THECB, Grantee make a good faith effort to subcontract with Historically Underutilized Business(es) (HUB) during the performance of this Agreement. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the State of Texas.

6.05 Right to Audit; Records Retention: Grantee understands that acceptance of funds under this Agreement, or indirectly through a subcontract under this Agreement, acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or any auditors selected by the United States (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. The grantee further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including promptly providing all records requested. The Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirements to cooperate is included in any subcontract it awards.

The Grantee shall maintain its records and accounts in a manner which shall assure a full accounting of all funds received and expended by Grantee in connection with the Agreement Project. These records and accounts (which includes all receipts of expenses incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Agreement Project or the date of the receipt by THECB of Grantee's final claim for payment or final expenditure report or until a resolution of all billing questions in connection with this Agreement, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Project provided in this Agreement. The grantee and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

Grantee's failure to comply with this subsection (Right to Audit; Records Retention) shall constitute a material breach of this Agreement and shall authorize THECB and the State of Texas to immediately assess appropriate damages for such failure. THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records on work performed under this Agreement. The grantee shall reimburse THECB for any over-payments within thirty (30) calendar days of receipt of THECB's written notice.

6.06 Release of Information by Grantee

FERPA. The Grantee shall NOT release any data that is not FERPA compliant. Failure to

GC Rev. 11/2022

follow the guidelines established may result in immediate termination of the Contract/Grant.

Prior Notification. Publication in scholarly journals is encouraged; however, Grantee agrees to notify the Coordinating Board prior to the publication of any information, including results, findings or reports, regarding the activities being conducted under any Contract/Grant. Grantee shall ensure the following statements are included in any published work:

This work was supported in whole or in part by a grant from the Texas Higher Education Coordinating Board (THECB). The opinions and conclusions expressed in this document are those of the author(s) and do not necessarily represent the opinions or policy of the THECB.

Potential Publication in News Media.

(a) Should Grantee be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant, Grantee shall notify its Program Contact, listed under Section 6.31, when possible, before communicating with news media. When not possible, the Grantee shall notify its Program Contact immediately after concluding the communication with the news media since the Coordinating Board is likely, based on experience, to also be contacted by the news media.

(b) Should Grantee desire to contact any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant, Grantee shall notify its Program Contact before communicating with news media.

Any written publication shall be sent electronically to the Program Contact.

- 6.07 Applicable Federal or State Funding Source Laws:** Grantee agrees to follow all applicable Federal grant standards and the Texas Uniform Grant Management Standards, including all of its applicable conditions and State Assurances ("UGMS") (UGMS is herein incorporated for all purposes into this Agreement). All applicable conditions and uniform assurances can be found at <https://comptroller.texas.gov/purchasing/grantmanagement/>
- 6.08 Monitoring:** Pursuant to this Agreement and other applicable law, desk reviews and/or on-site monitoring reviews may be conducted by THECB to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
- 6.09 Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Grantee that confirm the Project carried out within each funding source. Grantee must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless specified otherwise. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB Uniform Grant Guidance.
- 6.10 Forms, Assurances, and Reports:** Grantee shall timely file with the proper authorities all forms, assurances and reports required by federal or state laws and regulations.

THECB shall be responsible for reporting to the proper authorities any failure by Grantee to comply with the foregoing laws and regulations coming to THECB's attention and may deny reimbursements or recover payments made by THECB to Grantee in the event of Grantee's failure to so comply.

6.11 Public Information Act, Confidentiality, and FERPA:

6.11.1 PIA Provision for Non-State Agencies: Notwithstanding any provisions of this Agreement to the contrary, Grantee understands that as a Texas state agency, THECB is subject to and will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The grantee will cooperate with THECB in the production of documents responding to any such requests under the Public Information Act. Grantee is required to make any information created or exchanged with the state pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. THECB will make a determination whether to submit a Public Information Act request to the Attorney General. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. To the extent Grantee is subject to the Public Information Act, Grantee will notify THECB's General Counsel within 24 hours of receipt of any third-party requests for information it receives relating to this Agreement.

6.11.2 PIA Provision for State Agencies: Notwithstanding any provision of this Agreement to the contrary, the Parties understand that as Texas state agencies, they are subject to and will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The Parties will cooperate with each other in the production of documents responsive to any such requests under the Public Information Act. The Party receiving a request under the Public Information Act will make a determination whether to submit a Public Information Act request to the Attorney General. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The Party receiving a request under the Public Information Act will notify the other Party's General Counsel within 24 hours of receipt of any third-party requests for information it receives relating to this Agreement.

6.11.3 Confidentiality: Grantee agrees to maintain the confidentiality of information received from THECB and the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Grantee will not disclose any information to which it is privy under this Agreement without the prior written consent of THECB. Grantee, to the extent allowed by law, will indemnify and hold harmless the State of Texas, its officers, and employees, and THECB, its officers and employees for any claims for damages that arise from the disclosure by Grantee of information held by the State of Texas or THECB to which Grantee is privy under this Agreement.

6.11.4 FERPA: Grantee agrees to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99. Grantee agrees (1) to protect any confidential student information it receives or accesses that could make a student's identity traceable, and (2) any confidential data analysis or report shall not be disclosed to any third party without THECB's prior written consent.

6.12 Felony Criminal Convictions: Grantee represents and warrants that Grantee has not and Grantee's employees who will be participating in the Project have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised THECB as to the facts and circumstances surrounding the conviction and has received THECB's prior written consent to proceed.

6.13 Copyright: When copyrightable material is developed in the course of or under this Grant, Grantee is free to copyright the materials or permit others to do so. THECB and the federal government shall have a royalty-free, non-exclusive, fully-paid up, no cost, transferable, worldwide, and irrevocable right and license to reproduce, publish, or otherwise use and to authorize others to use for governmental and educational purposes: (1) the copyright in any work developed under the Grant and (2) any rights of copyright to which a Grantee (or any subgrantee or subcontractor of the Grantee) purchases ownership with Grant funds. In no event shall the Grantee (or any subgrantee or subcontractor to the Grantee) charge other Texas state agencies, institutions of higher education, and independent institutions of higher education (as the terms "institution of higher education" and "independent institutions of higher education" are defined in the Texas Education Code) for any license to use any or all copyrights purchased with Grant funds or in any work developed under the Grant. Grantee will further ensure that its copyrightable documents shall include the following statements:

This work was supported in whole or in part by a grant from the Texas Higher Education Coordinating Board (THECB). The opinions and conclusions expressed in this document are those of the author(s) and do not represent the opinions or policy of THECB.

6.13.1 Data: THECB and the federal government has the right to: (1) obtain, reproduce, publish or otherwise use the data first produced under this Grant and (2) authorize others to receive, reproduce, publish, or otherwise use such data for governmental and educational purposes. In no event shall the Grantee (or any subgrantee or subcontractor to the Grantee) charge other Texas state agencies, institutions of higher education, and independent institutions of higher education (as the terms "institution of higher education" and "independent institutions of higher education" are defined in the Texas Education Code) for any license to use any or all data first produced under this Grant.

6.14 Applicable Law and Venue: This Agreement and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue of any suit brought concerning the Agreement and any incorporated documents is fixed in any Court of competent jurisdiction in Travis County, Texas, and all payments under the Agreement shall be due and payable in Travis County, Texas.

6.15 Grantee Responsibilities: Grantee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this

Agreement, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, Grantee shall furnish THECB with satisfactory proof of its compliance. The grantee shall be responsible for damage to THECB's equipment, and/or the workplace and its contents, by its, or subcontractors' work, negligence in work, personnel, and equipment. Grantee shall be responsible and liable for the safety and health of its employees and contractors while they are performing work for THECB under this Agreement. Grantee shall provide all labor and equipment necessary to furnish the goods or perform the Project. Grantee shall permit no visitors or relatives of Grantee's employees and contractors on THECB's state property unless they also are bona fide employees or contractors of Grantee.

- 6.16 Key Personnel:** Grantee shall assign only qualified personnel to this Agreement. Grantee, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified to accomplish the required Project. The grantee shall provide THECB with prior written notice and obtain written approval from THECB prior to any change in key personnel involved in carrying out the Project work under this Agreement. Subcontractors providing services under the Agreement shall meet the same requirements and level of experience as required of Grantee (see Assignment, Delegation, or Subcontracting provision for additional conditions regarding subcontracts). No subcontract under this Agreement shall relieve Grantee of responsibility for ensuring the required Project are provided.

- 6.17 Debts and Delinquencies to the State:** The Comptroller of the State of Texas is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Grantee agrees that, to the extent Grantee owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Grantee is otherwise owed under this Agreement shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Grantee agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

Grantee may verify their account status by accessing the Comptroller's website at: <http://ourcpa.cpa.state.tx.us/coa/Index.html>. If the account status message is "on vendor hold," the Grantee is advised to contact the Comptroller's Warrant Hold Section in the Division of Revenue Accounting at 1-800-531-5441.

- 6.18 Conflict of Interest:** Grantee represents and warrants that Grantee, its principals, employees, or subcontractors have no potential conflict of interest in carrying out the Project this Agreement, and that the provision of the Project under this Agreement does not create an appearance of impropriety. Failure to disclose a conflict of interest may be cause for termination of this Agreement.
- 6.19 Financial Interests; Gifts:** Grantee represents and warrants that neither Grantee nor any person or entity that will participate financially in this Agreement has received compensation from THECB or any agency of the State of Texas for participation in preparation of specifications for this Agreement. Grantee represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, travel, favor or service to any public servant or employee in connection with this Agreement.

- 6.20 Grantee's Representations:** To the extent allowed by law, Grantee hereby covenants, represents and warrants that Grantee (including, for purposes of this section, its employees, consultants, subcontractors, and agents) (1) has the technical expertise and general skills necessary to carry out the Project competently and professionally the Project in accordance with this Agreement, (2) is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Grantee's right to enter into this Agreement or Grantee's right or ability to perform Grantee's obligations under this Agreement, (3) shall not knowingly use the trade secrets, intellectual property rights, copyrights, or other proprietary rights of any third party in the performance of Grantee's obligations under this Agreement without having first lawfully obtained the right, in writing, to do so, and (4) has the necessary equipment, facilities and workers to perform Grantee's obligations under this Agreement.
- 6.21 Antitrust:** Grantee represents and warrants that neither Grantee nor any firm, corporation, partnership, or institution represented by or affiliated with Grantee, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws.
- 6.22 Deceptive Trade Practices; Unfair Business Practices:** Grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice, in any administrative hearing or court suit, and further, that if it has been the subject of either or both such allegations, that Grantee has not been found to be liable for any such practices in such proceedings. Grantee certifies that it has no officers who have served as officers of other entities which have been the subject of allegations of Deceptive Trade Practices Act conduct, violations thereof, or allegations of any unfair business practices, in an administrative hearing or court suit and further, that if such officer(s) has been the subject of either or both such allegations, that such officers have not been found to be liable for any such practices in such proceedings.
- 6.23 Equal Opportunity:** Grantee represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, religion, political belief, sex, age, or disability in the performance of this Agreement.
- 6.24 Employment Provisions:** Grantee and its employees or agents shall not be deemed or construed to be the employees or agents of THECB for any purposes whatsoever. Grantee agrees that it shall have complete responsibility in the area of employment law and relations regarding its own employees, contractors, and agents, including but not limited to wrongful discharge lawsuits, unemployment issues, workers' compensation, employment taxes, and reimbursement due to losses in these areas. Consistent therewith, the Grantee agrees that it shall make its own arrangements to provide its employees with all necessary employee benefits, including unemployment and workers' compensation benefits, and THECB is, in no way, a party to such arrangements. Regarding its employees, Grantee shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, pay and assign work.
- 6.25 System for Award Management (SAM):** THECB is federally mandated to adhere to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it. Grantee certifies that Grantee is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal

government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

- 6.26 Suspension and Debarment:** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local government entity. If the Grantee is unable to certify any of the statements in this certification, such prospective participant shall provide a written explanation to THECB for its review prior to execution of this Agreement by either Party.
- 6.27 Eligibility/Authorization to Work in the United States:** Grantee shall ensure that all personnel provided to carry out the Project under this Agreement possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996.
- 6.28** Grantee shall maintain written records on all personnel provided under the Agreement and shall provide such records to THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Agreement and THECB shall have the right to terminate the Agreement for cause. The grantee shall ensure this section is included in all subcontracts it is authorized by THECB to enter.
- 6.29 Drug Free Work Place:** The Grantee shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
- 6.30 No Commissions:** THECB shall not pay any commissions to Grantee under this Agreement.
- 6.31 Contacts:** Unless otherwise agreed to in writing by the Parties, primary contacts for routine communications related to the carrying out of the Project under this Agreement are as follows:

THECB Staff	Grantee Staff
Program Manager	Project Director
Mindy Nobles	James Valdez
Mindy.Nobles@highered.texas.gov	jvald172@epcc.edu

- 6.32 Prohibition on Use of Funds for Lobbying:** Grantee represents and warrants that THECB's payments and Grantee's receipt of appropriated or other funds under this Agreement are not prohibited by Texas Government Code, Sections 556.005 or 556.008.
- 6.33 Eligibility:** Under Section 2155.004, Government Code, Grantee certifies that the individual or business entity named herein is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated, and payment withheld if

GC Rev. 11/2022

this certification is inaccurate.

- 6.34 Provision of Work Product:** Upon any request by THECB for the remittance of any Work Product under the Project for which THECB has made payment, Grantee shall immediately remit such Work Product to THECB. Any failure to remit such Service immediately shall be considered a material breach of this Agreement.
- 6.35 Smoking Policy:** THECB has a policy of being a smoke-free agency. The policy reflects THECB's commitment to providing a healthy environment for all THECB employees and visitors. This policy prohibits smoking within any state building. Grantee, by acceptance of this Agreement, agrees to abide by this policy when on the property of THECB.
- 6.36 Notice:** All notices required to be given hereunder shall be in writing and shall be given by personal delivery thereof or by overnight courier or by certified or registered mail, postage prepaid, return receipt requested, to the office shown below. Any notice served shall be deemed given on the date of hardcopy original document delivery.

THECB Staff

Texas Higher Education Coordinating Board
Office of Contract Management Services
P.O. Box 12788
Austin, Texas 78711-2788

Grantee Staff

El Paso County Community
College District
Post Office Box 20500
El Paso, Texas 79998

- 6.37 False Statements; Breach of Representations:** By signature to this Agreement, Grantee makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If Grantee signs this Agreement with a false statement or it is subsequently determined that Grantee has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Agreement, Grantee shall be in default under this Agreement and THECB may terminate or void this Agreement for cause and pursue other remedies available to THECB under this Agreement and applicable law.
- 6.38 Severability and Waiver:** The invalidity, illegality, or unenforceability of any provisions of this Agreement shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to the Parties hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by THECB or Grantee at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. Neither THECB's review, approval, acceptance of, nor payment for any of the Project provided in this Agreement shall be construed to operate as a waiver of any rights under the Agreement, or of any cause of action arising out of the performance of the Project required by the Agreement.

- 6.39 Entire Agreement and Order of Precedence:** This Agreement consists solely of the following documents, and, in the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence: (1) Amendments to this Agreement (if any), (2) the Agreement (including its Exhibits, if any), (3) CLNA, if any (and its Addenda, if any), and (4) Grantee's Local "Basic"

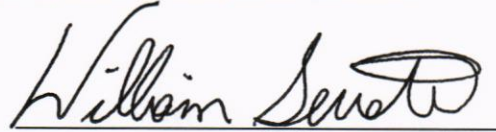
GC Rev. 11/2022

Application, if any (and its Addenda, if any). This Agreement (including its Exhibits, if any) contains the final, complete and exclusive understanding of the Parties, and supersedes all prior contemporaneous, oral or written understandings, representations, and negotiations between Parties relating to the subject matter of this Agreement. The Parties further agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Agreement or otherwise.

Section 7.0

Signatures:

By signature hereon, the individual(s) below represent and warrant that they are duly authorized representative(s) of the Parties and have the authority to bind the Parties in this Agreement.



William Serrata, Ph.D.

President

El Paso County Community College District

10/14/24

Date

David Troutman, Ph.D.

Deputy Commissioner of Academic Affairs
Texas Higher Education Coordinating Board

Date

Texas Higher Education Coordinating Board
CERTIFICATION REGARDING DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Please check one or two of the following that pertain to your institution.)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. ☒ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. ☐ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

If box 2 is checked, the completion of "Disclosure of Lobbying Activities" form-LLL is required.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

Name of Organization: El Paso Community College District

Address: P.O. Box 20500

City: El Paso State: TX Zip Code: 79998


(Signature of Authorized Official)

President Date: 10/1/24
(Title of Authorized Official)

**Texas Higher Education Coordinating Board
Federal Funding Accountability and Transparency Act (FFATA) Certification**

A. Certification Regarding Percent (%) of Annual Gross from Federal Awards:

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

- ☐ Yes If yes, continue to question B.
☒ No If no, questionnaire is complete. Please sign section E. Thank you!

B. Certification Regarding Amount of Annual Gross from Federal Awards:

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

- ☐ Yes If yes, continue to question C.
☒ No If no, questionnaire is complete. Please sign section E. Thank you!

C. Certification Regarding Public Access to Compensation Information:

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- ☒ Yes If yes, questionnaire is complete. Please sign section E. Thank you!
☐ No If no, please complete Section D.

D. Top Executive Disclosure Requirements:

Provide the names and total compensation of the top five most highly compensated officers/senior executives for the preceding fiscal year below. Please see 2 C.F.R. Part 170, including its Appendix A for guidance. After completing section D, please sign section E. Thank you!

Name of Top Executives	Annual Compensation
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____

E. Signatures:

As the duly authorized representative (Signor) of the Contractor/Grantee, I hereby represent and warrant that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge and are consistent with FFATA (31 U.S.C. § 6101 note), as amended, and its implementing regulations including 2 C.F.R. Part 170. I further represent and warrant that I will provide THECB with any and all information which may be further needed for THECB to accurately report to the federal government pursuant to FFATA.

Organization Name: El Paso Community College District

Unique Entity ID Number: S8LXMGHNMG9

Zip code(s) in which services will be performed: 79925,79927,79932,79902,79924, 79915

Signer Printed Name: William Serrata

Title: President of El Paso Community College

Signature: 

Date: 10/11/24

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered: Discussion and action on the acceptance of a grant from the U.S. Department of Labor (DOL).	Amount: \$160,000																											
Requestor: Jose CassoLopez	Area Responsible: Risk Management Institute																											
Resource Persons: Steven Smith, Blayne Primozych, Robert Elliott, Jose CassoLopez																												
<p>Purpose: To approve the acceptance of a 12-month Department of Labor (DOL) Susan Harwood grant that supports training in occupational workplace safety.</p> <p>Explanation: The Risk Management Institute educates 650 qualifying workers with two-hour training sessions addressing occupational workplace safety in electrical hazards. The program offers training and education for small business employers and workers on recognizing, avoiding, and preventing occupational safety hazards in their workplace and informs them of their rights and responsibilities under the Occupational Safety and Health Act. The budget will support part-time faculty, part-time staff, supplies, and funder-required travel.</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 to workers' compensation, state unemployment insurance, life insurance, and long-term disability insurance.</p> <p style="text-align: center;">Budget Account Number: 21727-F21727: Budget Summary: \$160,000 September 30, 2024 – September 30, 2025 Detailed Budget Overview:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">61000</td> <td style="width: 65%;">Instructor Pool PT</td> <td style="width: 20%; text-align: right;">\$102,684</td> </tr> <tr> <td>61601</td> <td>Classified Staff PT</td> <td style="text-align: right;">6,250</td> </tr> <tr> <td>62000</td> <td>Fringe Benefits¹</td> <td style="text-align: right;">13,617</td> </tr> <tr> <td>71120</td> <td>Office Supplies</td> <td style="text-align: right;">500</td> </tr> <tr> <td>71330</td> <td>Printing/Duplicating - Internal</td> <td style="text-align: right;">500</td> </tr> <tr> <td>71910</td> <td>Indirect Costs</td> <td style="text-align: right;">28,799</td> </tr> <tr> <td>72100</td> <td>In-Town Travel</td> <td style="text-align: right;">858</td> </tr> <tr> <td>72200</td> <td>Out of Town Travel</td> <td style="text-align: right;">6,792</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL BUDGET</td> <td style="text-align: right;">\$160,000</td> </tr> </table> <p>¹Fringe benefit percentage for part-time staff is 10.5% and part-time faculty at 12.5%.</p>		61000	Instructor Pool PT	\$102,684	61601	Classified Staff PT	6,250	62000	Fringe Benefits ¹	13,617	71120	Office Supplies	500	71330	Printing/Duplicating - Internal	500	71910	Indirect Costs	28,799	72100	In-Town Travel	858	72200	Out of Town Travel	6,792	TOTAL BUDGET		\$160,000
61000	Instructor Pool PT	\$102,684																										
61601	Classified Staff PT	6,250																										
62000	Fringe Benefits ¹	13,617																										
71120	Office Supplies	500																										
71330	Printing/Duplicating - Internal	500																										
71910	Indirect Costs	28,799																										
72100	In-Town Travel	858																										
72200	Out of Town Travel	6,792																										
TOTAL BUDGET		\$160,000																										
Recommendation: Approval by the Board of Trustees.																												

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered: Discussion and action on the acceptance of a grant award from the James A. “Buddy” Davidson Foundation.	Amount: \$63,575						
Requestor: Joshua Villalobos	Area Responsible: Campus Dean Instructional Programs						
Resource Persons: Steven Smith, Joshua Villalobos, Robert Elliot, Sarah Martinez							
<p>Purpose: To approve the acceptance of a grant award from the James A. “Buddy” Davidson Foundation for an apiary research project in an arid desert environment.</p> <p>Explanation: Two significant issues will impact future generations addressed by this program. The first is the importance of bees. Bees are a keystone species that impact honey supply and ensure food availability and biodiversity through pollination, without bees, the availability of diverse types of food would be significantly reduced. The desert is a challenging environment for agriculture due to increasing temperatures and water scarcity. This program will explore strategies for keeping bees in an arid environment. The second pressing issue is the advent of antibiotic-resistant microorganisms that cause untreatable infections. As more and more microorganisms gain antibiotic resistance, novel treatments and drugs must be discovered to tackle this problem. Microorganisms also hold the key to combating this problem. Students will screen the soil in the Mission Del Paso Garden classroom and rock garden, looking for novel antimicrobial-producing microorganisms. The next discovered antibiotic could be right in our garden!</p> <p>This research experience will provide students with hands-on learning and facilitate retention in the complex concepts covered in a major Biology course as the key concepts from the lecture are echoed in the research component of the laboratory. This early exposure to research will not only engage students but also encourage them to continue their STEM education as prepared and inquisitive students.</p> <p>This grant will provide the Mission del Paso Campus with the appropriate equipment and supplies to implement this hands-on research experience in multiple Biology I, II, and General Microbiology lab classrooms.</p> <p style="text-align: center;">Budget Account Number: 23929-P23929; Budget Summary: \$63,575 September 1, 2024 – August 30, 2025 Detailed Budget Overview:</p> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 15%; text-align: right;">71130</td> <td style="width: 55%;">Instructional Supplies</td> <td style="width: 30%; text-align: right;">63,575</td> </tr> <tr> <td></td> <td>TOTAL BUDGET</td> <td style="text-align: right;">\$63,575</td> </tr> </table>		71130	Instructional Supplies	63,575		TOTAL BUDGET	\$63,575
71130	Instructional Supplies	63,575					
	TOTAL BUDGET	\$63,575					
Recommendation: Approval by the Board of Trustees.							

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered: Discussion and action on the acceptance of a grant award from the Texas Workforce Commission (TWC).	Amount: \$31,500									
Requestor: Blayne Primozich	Area Responsible: Workforce Strategic Initiatives									
Resource Persons: Steven Smith, Blayne Primozich, Robert Elliott										
<p>Purpose: To approve a Texas Workforce Commission Skills for Small Business grant that supports employee training for small private businesses in the El Paso area.</p> <p>Explanation: The Skills for Small Business Program with Child Care Funding (SSBCC) provides funds through the Texas Workforce Commission that will pay tuition costs at El Paso Community College for employees of childcare providers and other small businesses in the El Paso area. Each participating business partner selects courses from El Paso Community College's catalogs of existing credit and non-credit courses that will enhance that employer's business operations. The program covers tuition and fee costs over 12 months, up to a maximum of \$1,800 per new employee and \$900 per existing employee. As an SSBCC grant, \$10,000 of the award is dedicated to childcare providers to ensure compliance with State training requirements for programs licensed by the Texas Health and Human Services Commission. The remaining \$20,000 provides training funds for other small businesses and provides \$1,500 for staff in-town travel to meet with business partners.</p> <p style="text-align: center;">Budget Account Number: 22756-E22756 Budget Summary: \$31,500 October 1, 2024 – September 30, 2025 Detailed Budget Overview:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: right;">72100</td> <td style="text-align: left;">In-town Travel</td> <td style="text-align: right;">\$1,000</td> </tr> <tr> <td style="text-align: right;">74604</td> <td style="text-align: left;">Tuition/Special Programs</td> <td style="text-align: right;"><u>30,500</u></td> </tr> <tr> <td></td> <td style="text-align: left;">TOTAL</td> <td style="text-align: right;">\$31,500</td> </tr> </table>		72100	In-town Travel	\$1,000	74604	Tuition/Special Programs	<u>30,500</u>		TOTAL	\$31,500
72100	In-town Travel	\$1,000								
74604	Tuition/Special Programs	<u>30,500</u>								
	TOTAL	\$31,500								
Recommendation: Approval by the Board of Trustees.										

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered: Discussion and action on the acceptance of a grant award from the Math Circle Network of the American Institute of Mathematics (AIM).	Amount: \$1,000						
Requestor: Rebecca Escamilla	Area Responsible: Architecture, Art, Math & Science						
Resource Persons: Steven Smith, Rebecca Escamilla, Robert Elliot							
<p>Purpose: To approve the acceptance of a grant award from the Math Circle Network of the American Institute of Mathematics for the El Paso Math Teachers Circle. Funds will cover the period from September 1, 2024, through July 31, 2025.</p> <p>Explanation: The Math Circle is a national network of math communities dedicated to student engagement and teacher professional learning, housed by the American Institute of Mathematics (AIM). The AIM Math Circle Toolkit Team consists of small core teams of seven members that will collaborate over six months, each developing toolkits that address significant needs within the Math Circle Network. Each core team member receives \$1,000 for their respective Math Circle.</p> <p>EPCC Professor Fan Chen is the founder of the El Paso Math Teachers' Circle (EPMTC) and a member of the AIM Math Circle Recruitment Toolkit team. Her responsibilities as a member of the Recruitment Toolkit team include researching best practices for recruiting participants for Math Circles and fostering a sense of belonging. She is also responsible for producing a toolkit that includes successful examples, common pitfalls, and strategies to address those challenges, catering to the needs of both Math Student Circles and Math Teacher Circles.</p> <p>The grant funds will be used to cover hospitality expenses during El Paso Math Teachers Circle sessions.</p> <p style="text-align: center;">Budget Account Number: 23887-P23887 Budget Summary: \$1,000 September 1, 2024 – July 31, 2025 Detailed Budget Overview:</p> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 15%;">71440</td> <td style="width: 60%;">Hospitality</td> <td style="width: 25%; text-align: right;">1,000</td> </tr> <tr> <td></td> <td>TOTAL BUDGET</td> <td style="text-align: right;">\$1,000</td> </tr> </table>		71440	Hospitality	1,000		TOTAL BUDGET	\$1,000
71440	Hospitality	1,000					
	TOTAL BUDGET	\$1,000					
Recommendation: Approval by the Board of Trustees.							

STUDENT SERVICES ABSTRACT

Item(s) to be Considered:	Discussion and action on the approval to purchase and install a new LED scoreboard and LED illuminated sponsor light boxes from Big Media (EP Big Media, Inc.) for the EPCC Baseball field located at the Valle Verde Campus.	Amount (Not to Exceed): \$101,574
Requestor:	Felix Hinojosa	Area Responsible: Athletics Department
Resource Persons: Carlos Amaya, Felix Hinojosa		
Purpose:	To request approval to purchase and install a new LED scoreboard and LED illuminated sponsor light boxes from the vendor to replace the 30-year-old nonfunctional scoreboard at the VV Campus Baseball field.	
Explanation:	<p>The Intercollegiate Athletic Department is replacing the Baseball scoreboard that stopped functioning mid 2024 season.</p> <p>A scoreboard publicly displays the score in a game and assists in providing the spectator and game participants an elevated fan experience by showing the current status of the game. In addition, this specific scoreboard has the possibility of generating revenue through advertisement and sponsorship.</p> <p>A 10% contingency has been included for any unexpected expenses that may arise and to be used only on an as-needed basis. If approved, the total amount of the contract will not exceed \$101,574.</p> <p>This purchase will be conducted through the ESC Region 19's Allied States Cooperative RFP #24-7486, which complies with Texas Education Code 44.031; and the provisions of Texas Government Code, Chapter 791 – Interlocal Cooperation Contracts. Such contracts are competitively awarded.</p> <p>Funding is provided by the Athletic administration account.</p>	
Recommendation:	Approval by the Board of Trustees.	
Vendor:	Big Media (EP Big Media, Inc.) 5710 Doniphan Dr. El Paso, TX 79932	

Date:	<u>10/01/24</u>
Account:	<u>32003-A32003</u>
Budget:	<u>\$1,777,111</u>
Expenditures to date:	<u>\$523,627</u>
Balance:	<u>\$1,253,484</u>

STUDENT SERVICES ABSTRACT

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

COURSE	TITLE	HOURS	TUITION
COURSE			
Center for Corporate and Workforce Training			
JER 181	Microsoft Excel 2019	15	\$149

STUDENT SERVICES ABSTRACT

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

COURSE	TITLE	OLD HOURS	OLD TUITION	NEW HOURS	NEW TUITION	COMMENTS
Allied Health						
AHW 100	Chair Pilates	12	\$90	12	\$100	Tuition was adjusted to match all other 12 contact hour fitness course offerings.
Children's College						
PLD 849	CSI for Children, Ages 8-12	12	\$95	16	\$115	The new tuition reflects an increase in contact hours.
Personal Enrichment						
PIA 545	Beginning Sewing	16	\$100	18	\$130	The new tuition reflects an increase in contact hours.
PIA 558	Intermediate Sewing	16	\$100	18	\$130	The new tuition reflects an increase in contact hours.
PIE 786	Basic American Quilting	16	\$100	18	\$130	The new tuition reflects an increase in contact hours.