

For information, contact Institutional Effectiveness: (915) 831-6740

#### DEE-2 **Out-of-Town Travel**

APPROVED: June 17, 1980 Year of last review: 2022

**REVISED**: November 1, 2022

### **AUTHORIZING BOARD POLICY: DEE**

Classification: Administrative

Responsible Vice President or Associate Vice President: Vice President of Financial and Administrative Operations Designated Contact: Comptroller

**OBJECTIVE:** To provide guidelines in the processing of travel requests, reports, and reimbursements for exempt employees. Travel for non-exempt employees will be considered on a case-by-case basis as generally, nonexempt staff do not travel due to overtime guidelines.

#### **DEFINITIONS:**

Travel Request Form: This mandatory form requires the supervisor and Budget Head's approval prior to making any travel arrangements. The Budget Head signature authorizes travel arrangements and payments related to an approved travel. Processing time for Accounts Payable is normally (15) days prior to departure.

Travel Representative: Full-time employee appointed in each cabinet area by the respective cabinet member or their designee. This individual is authorized to procure travel services through the authorized EPCC travel agency.

EPCC Travel Agency: A company contractually authorized to assist with or make travel arrangements for EPCC employees. Only authorized Travel Representatives are allowed to use this service.

Activity Release Form – Over 18: Mandatory form used if traveler is age 18 or over. Each trip requires a new form to be completed before each trip. See attached Activity Release Form - Over 18.

Activity Release Form – Under 18: Mandatory form used if the traveler is under age 18; a parent or guardian must sign the form. Each trip requires a new form be completed. See attached Activity Release Form - Under 18.

Out-of-Town Expenditure Report: Within ten (10) working days after the employee returns, the completed form should be submitted to Accounts Payable. This mandatory form summarizes all actual costs incurred and provides the basis for a refund or additional payment amount if needed.

GSA: The General Services Administration is an independent agency of the United States government established in 1949 to help manage and support the basic functioning of federal agencies. GSA develops government-wide cost-minimizing policies and other management tasks.

#### **PROCEDURE:**

- I. **Approval Process** 
  - A Travel Request Form and Activity Release Form (see attached Activity Release Forms) are completed and A. submitted to the Travel Representative.
  - В. For group travel, one Travel Request Form is required with student names listed. The Activity Release Forms for all participants should also be attached. Students who are minors must have their parent or guardian sign the "under 18" Activity Release Form.
  - C. Reservations will not be confirmed until approved by the supervisor/Budget Head, and until all required approvals are obtained and reviewed by the Travel Representative.

#### D. Reservations

Once approved, the *Travel Request Form* for air travel, hotel, auto rental, and per diem will be sent to the area's Travel Representative. Only Travel Representatives will make and coordinate travel arrangements with the college's authorized travel service. In the event the Travel Representative or employee does not use the college's authorized travel service, the Travel Representative must obtain a written cost comparison (quote) from the approved EPCC travel agency. This purchase quote from the approved EPCC travel agency must be submitted with the *Travel Request Form*. Reimbursement for the airfare will be done through the submission of the *Out-of-Town Expenditure Report*.

It is the responsibility of the employee to submit the *Travel Request Form* within 15 days from travel departure date.

E. Airlines will continue to be paid directly by the college through the EPCC authorized travel agency unless the airfare is booked directly by the traveler through the Internet in which case an employee would be reimbursed through the *Out-of-Town Expenditure Report*.

Although the preferred method of payment for hotels is through a credit card, upon prior approval by a Budget Head and the submission of the approved *Travel Request Form* to the Accounts Payable Department through the traveler's Travel Representative, the college can provide a travel advance as follows:

- 1. Travel advances for hotel
- 2. Per diem
- 3. Registration
- 4. Ground Transportation

The employee will be reimbursed for all travel expenses as outlined in Section II of this procedure, or for all travel expenses over travel advances, whichever is applicable. If there is a balance due to the college, the employee will remit said balance to the college as outlined in Section II of this procedure.

- F. Advance payment for enrollment at institutes or workshops is authorized for employees whose request has been approved by the respective supervisor/budget head or his/her authorized designee. The registration fees along with a copy of the program or agenda itemizing these fees should be submitted to Accounts Payable with the *Travel Request* through the Travel Representative.
- G. Anyone traveling to Washington, D.C. should refer to <u>https://gov.texas.gov/organization/osfr</u> to see if information needs to be submitted to the Texas Office of State-Federal Relations (OSFR).
- H. Travel etiquette: All individuals traveling on behalf of the college should be mindful that they represent the college, and therefore, should practice good etiquette while traveling to include attending all events and not engage in any conduct that may embarrass or discredit the college or its employees. College employees are still bound by all applicable employment policies and procedures, and subject to disciplinary action for any violation. In consideration for travel authorized by the college, individuals will execute a release to indemnify and hold the college harmless from liability for any travel-related incident. Any individual who suffers any type of injury or damage of any kind whatsoever shall immediately notify their supervisor.

### II. Out-of-Town Expenditure Report Process

- A. An *Out-of-Town Expenditure Report* must be completed by the employee and submitted with the appropriate approvals to Accounts Payable within ten (10) working days after the employee returns. The Travel Representative should follow-up to help ensure that an *Out-of-Town Expenditure Report* is completed and forwarded to Accounts Payable for accountability and auditing purposes.
- B. All supporting original itemized receipts/documents must be attached to the *Out-of-Town Expenditure Report*. If required receipts are lost, those expenditures are not reimbursed unless official duplicate receipts are submitted with certification attached stating that the originals were lost.
- C. It is suggested that the employee keep photocopies of the report and all supporting documents.

- D. Accounts Payable will audit the *Out-of-Town Expenditure Report* based upon the following:
  - 1. A copy of an authorized *Travel Request Form* with the appropriate signatures has been received by Accounts Payable.
  - 2. The *Out-of-Town Expenditure Report* is completed, original receipts/documents are attached and approvals have been obtained.
- E. In the case of a balance due to the employee:

A payment will be processed through direct deposit by Accounts Payable to the employee within fifteen (15) calendar days of receipt of a correctly completed *Out-of-Town Expenditure Report* (excluding holidays).

- F. In the case of a balance due to the college:
  - 1. The employee must attach to the *Out-of-Town Expenditure Report* the cash receipt from an El Paso County Community College District (EPCCCD) cashier for the balance due.
  - 2. According to the Internal Revenue Code Section 62, reimbursed travel expenditures are treated as paid under an accountable plan and are not reported as income on the employee's tax return. However, amounts received in excess of those substantiated and not returned within a reasonable amount of time, will be included in employee's gross income and subject to federal withholding and employment taxes. Therefore, in accordance with federal law, any amount due to the college which is not reimbursed within one hundred twenty (120) days after expenses are paid or incurred, will be included in the employee's Form W2 and non-employees will be issued a Form 1099. (Source: 2001 IRS Publications Par. 463)
- G. When travel and/or registration arrangements must be canceled or changed, it is the responsibility of the affected employee to cancel and/or notify their Travel Representative who will notify the EPCC travel agency to change or cancel arrangements. An expense report must be submitted to Accounts Payable, even when the trip is cancelled, if an expense (such as airfare) was incurred.
- H. If the employee does not make changes and/or cancellations in time to avoid charges, the employee is liable for the charges, provided the changes are within his/her control and/or for personal reasons.
- III. Tracking of Unused Airline Tickets
  - A. Cancelled/Unused Airline Tickets and Tracking
    - 1. When a change in travel plans require cancellation of an airline ticket and that cancellation is made in advance of the scheduled flight departure, an unused airline ticket credit may exist. Unused airline tickets value, expiration date, and related fees will vary. The EPCC travel agency can provide details.
    - 2. If the unused/cancelled flight was booked directly with the airline without the use of the college's travel services provider, it is the responsibility of the area Travel Representative(s) to track and use credits arising from unused airline tickets.
    - 3. If the unused/cancelled flight was booked through the college's travel services provider, the travel services provider will track credits from the unused tickets and prepare reports for the college.
  - B. Reporting of Unused Airline Ticket Credits
    - 1. Unused ticket reports are provided to the college by the college's travel services provider on a monthly basis. The report reflects tickets that were cancelled in advance of the flight and that were booked with an airline that allows changes for reissuing a ticket to honor such credit.
    - 2. Unused ticket reports are provided to cabinet to disseminate the information to departments so they will be aware of any unused ticket credits still available.

#### C. Using Airline Ticket Credits

1. The originating area's cabinet member may retain the unused airline ticket credit if it is known that their area will be booking travel with the same airline within the valid time period.

The Travel Representative should contact the travel services provider to place a "Hold" on the travel credit and indicate to the travel services provider when it is expected that the credit will be used by the originating department.

- 2. Any department that knows it will be unable to use the credit should inform the area's cabinet member so that it may be made available within that executive reporting area prior to being available districtwide.
- 3. Credits may be used by any El Paso Community College department or area with the permission of the originating area's cabinet member.
  - a. Travelers or budget heads who request to use an unused airline ticket credit from another department needs to contact the originating area's cabinet member to get written permission to use the credit. Email is acceptable as written permission. The written permission needs to be given to the Travel Representative when the approved *Travel Request Form* is submitted to the Travel Representative to begin travel arrangements.
  - b. A journal entry needs to be created by the department requesting use of the airline credit to transfer the travel expense to the appropriate fund/org/account within the college.
  - c. Credits that will expire within two months can be used by any department booking travel to ensure the college does not incur a significant loss of funds because of unused tickets.

#### IV. Allowance for Meals

- A. Reimbursement is on a per diem basis for meals only.
  - 1. The per diem rate for travel in-state and out-of-state is \$45.00 per day.
  - 2. Tips are included in the per diem allowance.
  - 3. If the employee leaves before noon and returns any time after 12:00 noon, he/she will receive a full day of per diem. If the employee leaves after 12:00 noon, he/she will receive a half day of per diem for the day of departure; if the employee returns any time before 12:00 noon, he/she will receive a half day of per diem for the return day.
  - 4. Flight time is used to determine the per diem amount.
- B. On receipts requesting reimbursement for meals other than personal, the name of the person(s) entertained and the purpose must be indicated and signed by the appropriate cabinet member. Generally, meals for other college employees on the same trip may not be claimed for reimbursement.
- C. When an employee elects to drive to an out-of-town meeting which may be reached by commercial carrier, he/she will not be reimbursed for en route meals or lodging.
- D. Receipts are not required for personal meal expenses.
- V. Allowance for Other Expenses
  - A. Other reimbursable expenses include mileage, taxi (including tips not to exceed 20%), meeting registration, and other expenses such as tolls, storage, parking fees, luggage fees, and communication charges related to business. Entertainment for business purposes must be approved by cabinet members as appropriate. The college will only reimburse for self-serve parking, not valet parking, unless documented circumstances justify the parking. For airport parking, for trips longer than 24 hours, the college will only reimburse long-term parking unless documented circumstances justify short-term parking.

- B. Receipts are required for all expenses except ground transportation under \$25.00. If the ground transportation is over \$25.00, then all receipts are required.
- C. Non-reimbursable expenses are personal entertainment, alcoholic beverages, personal telephone calls, laundry, dry cleaning, and any other personal expenses.
- D. In the event the employee desires to travel using a companion fare and the second traveler is a nonemployee, the nonemployee should pay the difference of the cost between the companion fare and a single fare with all discounts applied. These costs should be paid prior to the trip.
- E. Employees that use collaborative consumption services ("CCS"), including but not limited to Uber, Lyft, or Airbnb, need to understand and acknowledge the risks associated with these types of services. These types of services may expose the employee and/or other participants to risks and hazards, including but not limited to illness; death; property damage; bodily, mental, or emotional injury; false advertisement; identity theft; or consumer fraud.
- VI. Responsibility for Travel Arrangements
  - A. It is the responsibility of the Travel Representative to make transportation, hotel and automobile reservations after the *Travel Request Form* is approved. Only college travel will be arranged through the college.
  - B. When possible, the lodging accommodations will be at the same place where the meeting, seminar, etc. is being held to avoid unnecessary transportation charges. Travelers should make every effort to secure the hotel rate that is offered as the conference rate.
  - C. All travel is by a usually traveled route and the most economical means. The college will reimburse at the lesser of any applicable advance discount airfare or mileage rate no matter when the trip is requested.
  - D. The most economical method of travel is determined by the following:
    - 1. Nature of the business.
    - 2. Cost of transportation.
    - 3. Number of persons making the trip.
    - 4. Amount of equipment or material to be transported.
- VII. Travel by Personal Car
  - A. Travel by personal car is approved for out-of-town travel if it is considered to be the most economical mode of transportation.
  - B. Travel by personal car is approved at \$.505 per mile for out-of-town mileage. Mileage is reimbursed based on the mileage calculation provided by the college's authorized travel agency.
  - C. Reimbursement for expenditures related to the operation, maintenance, and ownership of the car is not allowed.
  - D. If the employee elects to travel out-of-town by personal car, the employee is reimbursed at the lesser of any applicable advance discount airfare or mileage rate. This amount is documented by employees when the travel date is known.
  - E. When an employee elects to travel by personal car with other college employees, he/she will not be compensated for the other employees' travel.

#### VIII. Travel by Rental Car

A. Vehicle rentals should be requested only when it is necessary for college business and must be approved by the appropriate cabinet member, Dean, or Executive Director. Rental cars are generally not approved as an option for driving to a destination when a commercial carrier is available.

- B. If a rental car is approved by the appropriate administrator, the following should occur:
  - 1. It is recommended that all rental car reservations be made by the authorized travel agent.
  - 2. Vehicle rentals should be reserved in advance using the State of Texas contracted rental companies. Simply selecting a company because of the name is not enough. The renter must also be sure to\_utilize the State of Texas contract in place with the car rental agency. When making a reservation, the EPCC travel agency or employee, must be sure to provide the name of EPCC and/or the contract rate identifier number to ensure best rate and proper insurance coverage. EPCC's contract rate identifier number can be obtained from the Travel Representative.
  - 3. Before traveling, the Travel Representative and employee should verify the rental is booked under the State of Texas contract. If not, your rental will not be covered under the contract provisions or with the appropriate insurance coverage.
  - 4. Rental companies that are not part of the State of Texas contracted rental companies should only be used if State contracted companies are not available. If the only option is to use a rental company not part of the State of Texas contract, then both LDW (Loss/Damage Waiver or comprehensive) and Liability coverage should be purchased.
- C. The insurance coverage is part of the cost of the vehicle rental, payable by the college. Therefore, all insurance options need to be declined, except for the Collision Damage Waiver. Some car rental companies, may already include the Collision Damage Waiver in the total cost of the rental. Therefore, it is the responsibility of the Travel Representative making the car rental reservation to inform the traveler to make sure that option is not selected if already included in the car rental cost.
- IX. Travel by Commercial Carrier
  - A. All travel must be by the most economical fare.
  - B. All exceptions must be documented.
  - C. Employees are expected to take "same day" flights when available. If a lower fare requiring an overnight stay is available, and if the total cost of the additional hotel fee, per diem, and airfare is less than the "same day" flight airfare, then the most economical option should be taken. If an employee chooses to leave a day in advance when "same day" flights are available, expenses paid or incurred for the additional day are not reimbursable. Exceptions must be justified in writing by Budget Head.
- X. Partial Reimbursement

If the college agrees to pay only a portion of the estimated cost of travel, the individual will be responsible for making and paying his/her own travel arrangements. An appropriate *Out-of-Town Expenditure Report* will be submitted with appropriate documentation by the employee. The employee will be reimbursed within 15 days.

- XI. Federal, State, Local, Private Grant/Contract Reimbursed Trips
  - Federal guidelines at 2 CFR § 200.475, Travel Costs, stipulate that the travel charges by a grantee (EPCC) using federal funds be consistent with those normally allowed in like circumstances in EPCC's non-federally-funded activities, and in accordance with these EPCC written travel reimbursement policies. Where a travel cost is not covered by EPCC's written policies, the rates established by the Administrator of the U.S. General Services pursuant to 5 U.S.C. 5701-11 at 48 CFR 31.205-46A shall be applied.

Federal locality rates for hotels shall apply, including an allowance not to exceed 300% of GSA rate upon proper justification and approval by the responsible EPCC vice president, or the President if travel is by a vice president. Where a block of rooms is set aside for a conference at a reduced rate, and a higher rate is required because of a failure to timely make a reservation, this must be explained in the justification and may be a reason to disapprove the travel.

- B. Travel arrangements should be made through the Travel Representative.
- C. The *Travel Request Form* must be preapproved by the Grants Management Office prior to any travel arrangements being made.

- D. Travel *Out-of-Town Expenditure Reports* related to grants must be approved by the Grants Management Office then submitted to Accounts Payable within 10 days of returning from the trip or prior to the end of the grant's project period whichever is sooner.
- XII. Travel for Nonemployees
  - A. Travel expenses for nonemployees must be approved in advance by the President or cabinet member.
  - B. Expense receipts must be attached to the *Out-of-Town Expenditure Report*.
  - C. No payment of lodging or other expenses for family or individuals who are unauthorized will be paid.
- XIII. Any exceptions to these procedures must be specifically authorized and approved by the respective cabinet member.



## EL PASO COUNTY COMMUNITY COLLEGE DISTRICT ACTIVITY RELEASE FORM – OVER 18

(hereinafter the "*Activity*")

By signing this Activity Release Form – Over 18 (the "Form"), I represent to El Paso County Community College District (the "College") that I am 18 years of age or older, have voluntarily applied to participate in the Activity, and have sufficient mental, emotional, and physical capability and condition to participate in the Activity. I acknowledge that the Activity, including, without limitation, travel by any means of transportation, may expose me to risks or hazards that may result or proximately cause my illness, personal injury, death, or loss or destruction of my property, and I fully understand and appreciate the nature of such hazards and risks. I further acknowledge that the College has made no representation or warranty regarding the competency of any driver or operator of any motor vehicle or the safety or serviceability of any motor vehicle used in the Activity, whether the vehicle is owned by the College or is owned or leased by a third party.

In consideration of the benefits I will receive through my participation in the Activity, I hereby accept all risk to my health, life, and property arising from or related to the Activity, including, without limitation, travel by any means of transportation. I, along with my spouse, if any, fiduciaries, agents, representatives, estate, heirs, executors, next of kin, and assigns, hereby RELEASE AND FOREVER DISCHARGE THE COLLEGE, ITS TRUSTEES, DIRECTORS, ADMINISTRATORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, ACTIONS, CAUSES OF ACTION, OR SUITS FOR LOSS OF OR DAMAGE TO MY PROPERTY AND FOR ANY AND ALL ILLNESS OR INJURY TO MY PERSON, INCLUDING, WITHOUT LIMITATION, MY DEATH, ARISING FROM OR RELATED IN ANY WAY TO THE ACTIVITY WHETHER CAUSED BY MY OWN NEGLIGENCE, OR THE NEGLIGENCE OF THE COLLEGE, ITS TRUSTEES, DIRECTORS, ADMINISTRATORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, IN THEIR INDIVIDUAL OR OFFICIAL CAPACITIES, OR ANY OTHER PERSON

Further, I voluntarily and knowingly agree to INDEMNIFY AND HOLD HARMLESS the College, its trustees, directors, administrators, officers, employees, agents, and representatives, in their individual and official capacities, against and from any and all claims, demands, or causes of action for property damage, personal injury or death, including defense costs and attorney's fees, arising out of my participation in the Activity, REGARDLESS OF WHETHER SUCH DAMAGES, INJURY, OR DEATH ARE CAUSED BY MY OWN NEGLIGENCE, OR THE NEGLIGENCE OF THE COLLEGE, ITS TRUSTEES, DIRECTORS, ADMINISTRATORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, IN THEIR INDIVIDUAL OR OFFICIAL CAPACITIES, OR ANY OTHER PERSON.

Further, I understand that I AM NOT WAIVING ANY RIGHT OR CLAIM THAT CANNOT BE LAWFULLY WAIVED, including my right to file a workers' compensation claim for work-related injuries, or access to applicable employee benefits to which I am entitled, such as health, life, and disability insurance.

I acknowledge that nothing herein constitutes or shall be interpreted as a waiver of the College's immunity from suit and liability.

I HAVE CAREFULLY READ AND UNDERSTOOD THIS FORM, AND MY SIGNATURE BELOW EVIDENCES MY INTENT TO BE BOUND BY ITS TERMS.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.



# EL PASO COUNTY COMMUNITY COLLEGE DISTRICT ACTIVITY RELEASE FORM – UNDER 18

(hereinafter the "Activity")

(hereinafter the "Participant")

By signing this form, I represent to El Paso Community College (the "college") that I am the Parent and/or Guardian of Participant, who is under 18 years of age, and am fully competent to sign this Agreement. I understand that the Activity, including without limitation travel by any means of transportation, may expose Participant to risks or hazards that may result or proximately cause my illness, personal injury, or death of Participant. I further understand that the college has made no representation or warranty regarding the competency of any driver or operator of any motor vehicle or the safety or serviceability of any motor vehicle used in the Activity, whether the vehicle is owned by the college or is owned or leased by a third party. With my full understanding and appreciation of the nature of such hazards and risks, I give permission for Participant to participate in the Activity.

In consideration for my travel, participation, and educational benefits to Participant from the Activity, I hereby accept all risk to Participant's health, life, and property arising from or related to the Activity, including without limitation travel by any means of transportation. I, along with my spouse, if any, fiduciaries, agents, representatives, estate, heirs, executors, next of kin, and assigns, hereby release and forever discharge the college, its trustees, directors, administrators, officers, employees, agents, and representatives, in their individual and official capacities, from any and all claims, demands, damages, losses, actions, causes of action, or suits for loss of or damage to Participant's property and for any and all illness or injury to Participant, including without limitation his or her death, arising from or related in any way to the Activity WHETHER CAUSED BY NEGLIGENCE OF THE COLLEGE, ITS TRUSTEES, DIRECTORS, ADMINISTRATORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, IN THEIR INDIVIDUAL OR OFFICIAL CAPACITIES. I further agree to indemnify and hold harmless the college, its trustees, directors, administrators, officers, employees, agents, and representatives, in their individual and official capacities, from liability for the injury or death of any person(s) and damage to property that may result from any negligent or intentional act or omission of Participant arising from or related in any way to the Activity.

I acknowledge that nothing herein constitutes or shall be interpreted as a waiver of the college's immunity from suit and liability.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

Signature of Parent/Guardian of Participant