

Regular Meeting
Thursday, February 22, 2024 6:00 PM

ALVIN COMMUNITY COLLEGE
3110 Mustang Road
Alvin, TX 77511


Agenda

1. **Call to Order**
2. **Certification of Posting of Notice**

**CERTIFICATION OF POSTING OF NOTICE TO THE
REGULAR MEETING OF THE
ALVIN COMMUNITY COLLEGE DISTRICT
BOARD OF REGENTS
FEBRUARY 22, 2024**

It is hereby certified that a notice of this meeting was posted on the 16th day of February 2024, in a place convenient to the public on the Alvin Community College campus as required by Section 551.002, *Texas Government Code*.

Signed this 16th day of February 2024.



Dr. Robert Exley
President

3. **Board Recognitions**
4. **Executive Session**
5. **Call to Order**
6. **Pledge**
7. **Invocation**
8. **Citizen Inquiries**
9. **Board Chairman Report/Comments**
10. Information Items
 - 10.A. Personnel Action



Robert J. Exley, PhD
President

Your College > Right Now

MEMORANDUM NO: 034-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 9, 2024

SUBJECT: Personnel Action (Replacement): Student Records Specialist – Articulation

The individual listed below has been recommended to fill the full-time Student Records Specialist – Articulation position.

Candidate

Recommended: Stacie Sedillo

Education: Alvin High School
Diploma

Experience: Alvin Community College
Student Worker, Information Technology (IT) May 2022 – Present
Brazoria County Hispanic Chamber of Commerce
Freeport – Contractor / Administrative Assistant
October 2019 – April 2020

Salary: \$30,871.23 Annual
Grade 108, 2023– 2024 / TSCM Salary Schedule

RJE:tg

JOB DESCRIPTION

| | | | |
|--------------------------|--|----------------------|------------|
| Job Title: | Records Specialist – Articulation (192) | | |
| Department: | Student Services | FLSA Status: | Non-Exempt |
| Reports to: | Registrar | Grade Level: | 108 |
| Safety Sensitive: | Yes | Job Category: | TSCM |
| HR approved: | Jessica Eddy | Date: | 10/17/2023 |
| Last updated by: | Dana Pence | Date: | 10/17/2023 |

SUMMARY

The Articulation Specialist is responsible for the review, interpretation, and evaluation of college transcripts for newly admitted transfer students to determine placement of transfer courses in order to accurately prepare the transfer credit evaluation. This position reports directly to the Registrar.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Run the term's Transfer Student Report at census date of every term.
- Evaluates every transfer student's received transcript for viable transfer courses.
- Evaluates military student transfer credit via CC of the Air Force and credit awarded by State of Texas via College Credit for Heroes.
- Posts all viable transfer courses to student's record.
- Posts core curriculum completion from received college transcripts to student's record.
- Corresponds with transfer students on their final transcript evaluation.
- Reconciles any transfer course discrepancy with assistance from the subject department chair.
- Reviews the ACGM and WECM for each transfer student's transcript evaluation.
- Reviews the TCCNS database for each transfer student's transcript evaluation.
- Reviews and becomes familiar with the College's Core Curriculum at the beginning of each academic year.
- Troubleshoots with Advisors in making preliminary transfer evaluations (for advising purposes only)
- Works closely with Financial Aid in making 'on-the-spot' evaluations when aid/award is pending.
- Responds to transfer related student questions in-person, telephone, and email.
- Acts as liaison to academic and technical department chairs on relevant matters in transfer evaluations.
- Confers with officials from other higher education institutions concerning course credit and content comparability.
- Performs regular audit reports on the transcript evaluation process.
- Identifies data integrity problems in Colleague concerning the import of SPEEDE transcripts.
- Maintains familiarity with regionally accrediting agency standards.
- Maintains familiarity with evaluating companies of foreign credit for content comparability.
- Maintains familiarity with formulas for equating clock and/or quarter hours to credit hours.
- Conducts record cleanup for the No-Show applicants (group project at every term census date).
 - Provides general information about college services and activities
 - Releases departmental holds

- Triages students' needs and makes referrals for academic advising, career and personal counseling
- Serves as information center for campus
- Answers general information inquiries directed to the main Admissions & Registrar's Office extension.
- Determines specific needs of the caller and makes referrals as necessary
- Must maintain knowledge of state regulations regarding residency, tuition exemptions and waivers, THECB policies that affect students, federal financial aid regulations, federal privacy laws.
- Administers the College Source Transfer Evaluation system.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform the essential duties and responsibilities listed above. The qualifications listed below are representative of the education, experience, knowledge, skills, and/or abilities required.

REQUIRED QUALIFICATIONS

- High school diploma or equivalent
- One (1) year of experience in higher education

PREFERRED QUALIFICATIONS

- Associate's degree preferred
- One (1) year of experience in higher education Student Services

KNOWLEDGE, SKILLS, AND ABILITIES

- Requires demonstrated customer service skills
- Requires accuracy and attention to detail
- Requires stamina during peak periods
- Must be able to problem solve and think creatively
- Knowledge of Microsoft Office applications required
- Typing, filing and general office skills are required
- Must have excellent interpersonal and communication skills
- Ability to follow general procedures, yet make decisions on an individual basis
- Must have the dexterity required to operate keyboard-based equipment such as computers
- Ability to work extended office hours during peak period of registration.

WORK ENVIRONMENT

The incumbent typically works in an office environment and uses a computer, telephone and other office equipment as needed to perform duties. The noise level in the work environment is typical of that of an office. Incumbent may encounter frequent interruptions throughout the work day.

PHYSICAL DEMANDS

The employee is regularly required to sit, talk, or hear; frequently required to use repetitive hand motion, handle or feel, and to stand, walk, reach, bend or lift up to twenty (20) pounds.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

This job description may be revised upon development of other duties and changes in responsibilities.

X

EMPLOYEE PRINTED NAME

X

SUPERVISORS PRINTED NAME

X

EMPLOYEE SIGNATURE AND DATE

X

SUPERVISOR SIGNATURE AND DATE

Sign and return to HR for placement into employee personnel file.



Robert J. Exley, PhD
President

Your College **Right Now**

MEMORANDUM NO: 035-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 9, 2024

SUBJECT: Personnel Action (Replacement): Student Accounts Receivable Specialist

The individual listed below has been recommended to fill the full-time Student Accounts Receivable Specialist position.

Candidate
Recommended: Maria Plaza

Education: Manvel High School
Diploma

Experience: United Auto Recovery and Remarketing May 2019 – July 2021
Accounts Payable / Accounts Receivable
Chocolate Bayou Federal Credit Union
Branch Manager March 2017 – September 2018
Woodforest National Bank
Retail Banker March 2013 – March 2017

Salary: \$36,591.23 Annual
Grade 110, 2023– 2024 / TSCM Salary Schedule

RJE:tg

ACC ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

| | | | |
|--------------------------|---|----------------------|------------|
| Job Title: | Student Accounts Receivable Specialist (PID 216) | | |
| Department: | Fiscal Affairs | FLSA Status: | Non-Exempt |
| Reports to: | Director, Fiscal Affairs | Grade Level: | 110 |
| Safety Sensitive: | Yes | Job Category: | TSCM |
| HR approved: | Human Resources/LH | Date: | 11/7/2023 |
| Last updated by: | Beth Nelson | Date: | 11/7/2023 |

SUMMARY

Maintain and monitor student accounts receivables including amounts due and refunds. Prepare third party billings for a variety of student awards and scholarships including local, state and federal contracts for credit and continuing education students. Provide technical expertise and backup to cashier. Monitor the automated payment system.

ESSENTIAL DUTIES AND RESPONSIBILITIES include, but are not limited to the following:

- Prepares billing for a variety of state and federal agencies for both credit and continuing education.
- Prepares billings and follow up on past due notices for a variety of individual student awards and scholarships for credit and continuing education.
- Processes and verifies sponsorship refunds.
- Calculates and prepares refunds for student tuition and fees for all semesters.
- Assists with maintenance of the registration files for each semester. This includes verifying the lab fees for all classes, registration fees, technology fees, student activity fees, etc.
- Backs up cashier as needed including lunch periods, registration, evenings and other peak occasions.
- Assists with reconciliation of cash register and direct deposit sessions.
- Assists students and cashiers with analysis of student accounts.
- Serves as primary contact for online payment system.
- Monitors online payment system during registration periods and answer student emails that are generated from this system.
- Reconciles online payment system and General Ledger balances throughout the semester.
- Assists students at cashier window with questions regarding their student account.
- Works with financial aid to process and update financial aid awards and scholarships.
- Obtains documentation, verifies eligibility, and applies exemptions and waivers to student accounts.
- Works unpaid report as needed.
- Other related duties as assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform the essential duties and responsibilities listed above. The qualifications listed below are representative of the education, experience, knowledge, skills, and/or abilities required.

REQUIRED QUALIFICATIONS

- High school graduate or equivalent.
- Three (3) years prior experience with accounting

PREFERRED QUALIFICATIONS

- Associates degree which includes courses taken in bookkeeping or accounting
- Prior experience in accounts receivable
- Experience with Colleague or TouchNet
- Experience in higher education

KNOWLEDGE, SKILLS, AND ABILITIES

- Position requires the ability to maintain a high degree of accuracy while functioning in an environment that is very often hectic. Trace, analyze and adjust, if necessary, student transactions beginning with registration, financial aid award, bookstore purchase and refunds.
- Ability to analyze error messages and determine what steps need to be taken to make corrections.
- Ability to operate 10-key adding machine by touch.
- Skills in operating required office equipment such as: copier, computer, printer, & multi-line phone system
- Ability to safeguard sensitive or confidential information.

WORK ENVIRONMENT

The incumbent typically works in an office environment and uses a computer, telephone and other office equipment as needed to perform duties. The noise level in the work environment is typical of that of an office. Incumbent may encounter frequent interruptions throughout the work day.

PHYSICAL DEMANDS

The employee is regularly required to sit, talk, and hear; frequently required to use repetitive hand motion, handle or feel, and to stand, walk, reach, bend or lift up to twenty (20) pounds.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

This job description may be revised upon development of other duties and changes in responsibilities.

X

EMPLOYEE PRINTED NAME

X

SUPERVISORS PRINTED NAME

X

EMPLOYEE SIGNATURE AND DATE

X

SUPERVISOR SIGNATURE AND DATE

Sign and return to HR for placement into employee personnel file.



Robert J. Exley, PhD
President

Your College **Right Now**

MEMORANDUM NO: 036-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 9, 2024
SUBJECT: Personnel Action (Replacement): Data Analyst

The individual listed below has been recommended to fill the full-time Data Analyst position.

Candidate

Recommended: Andrew Myers

Education: San Francisco State University
MA, Philosophy
BA, Philosophy

| | | |
|--------------------|--|------------------------------|
| Experience: | <u>Project Human City</u> Data Science Team Lead | January 2023 – April 2023 |
| | <u>Project Human City</u> Data Science Intern | November 2022 – January 2023 |
| | <u>Oregon Health and Science University</u> Access Services Student Assistant | April 2021 – September 2021 |
| | <u>Oregon Health and Science University</u> Property Specialist I | December 2018 – October 2020 |
| | <u>San Francisco State University</u> Library Student Assistant | August 2015 – May 2018 |

Salary: \$54,847.93 Annual
Grade 204, 2023– 2024 / Professional Salary Schedule

RJE:tg

ACC ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

| | | | |
|--------------------------|---|----------------------|--------------|
| Job Title: | Data Analyst (PID# 794) | | |
| Department: | Institutional Effectiveness and Research | FLSA Status: | Exempt |
| Reports to: | Dean/Executive Director, Institutional Effectiveness & Research | Grade Level: | 204 |
| Safety Sensitive: | No | Job Category: | Professional |
| HR approved: | Human Resources/LH | Date: | 9/12/2023 |
| Last updated by: | Patrick Sanger | Date: | 9/6/2023 |

SUMMARY

The Data Analyst will assist the Office of Institutional Effectiveness and Research with tracking and interpreting data, analyzing results, and providing analytical reports to support strategic initiatives and decision-making. This position will also perform other research tasks as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Collects and organizes institutional data and information in order to track and identify any relevant trends
- Identifies patterns and trends in complex data sets, provide ongoing reports based on analysis, and present them in ways to help business users make decisions.
- Manages state reporting and student outcome tracking to identify patterns and trends.
- Performs ad-hoc research for departments and administration as needed including developing and providing data in support of grant applications
- Performs environmental scans to determine the characteristics of the surrounding community
- Assists with the creation and maintenance of college dashboards
- Performs data testing/validation; ensures integrity, accessibility, and accuracy of reports/dashboards and data structures
- Creates and maintains a variety of data reports for ongoing institutional research
- Gathers data required to support a comprehensive program review for the purpose of institutional improvements in accordance with accreditation requirements and in support of institutional effectiveness.
- Assists in the preparation of reports such as the Comprehensive Program Review, Unit Planning, and accreditation processes.
- Supports the assessment of the college strategic plan and relevant KPIs.
- Other duties may be assigned

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform the essential duties and responsibilities listed above. The qualifications listed below are representative of the education, experience, knowledge, skills, and/or abilities required.

REQUIRED QUALIFICATIONS

- Bachelor's degree in social science, education, business, management information systems, office systems, computer science or related field **and** two (2) years' experience in data management, such as institutional research, program evaluation, registrar, or related field
- **Or** equivalent combination of relevant education and experience

PREFERRED QUALIFICATIONS

- Experience in Ellucian Colleague, Tableau/PowerBI, Zogotech or another data warehouse system
- Relevant experience in a higher education environment

KNOWLEDGE, SKILLS, AND ABILITIES

- Strong attention to detail
- Strong analytical and problem-solving skills needed to complete complex tasks
- Proficiency with a variety of computer software tools used in higher education and instructional assessment, evaluation, and improvement
- Organization and time management skills needed to complete multiple tasks simultaneously
- Excellent written and oral communications skills required
- Strong analytical and critical thinking skills required

WORK ENVIRONMENT

The incumbent typically works in an office environment and uses a computer, telephone and other office equipment as needed to perform duties. The noise level in the work environment is typical of that of an office. Incumbent may encounter frequent interruptions throughout the work day.

PHYSICAL DEMANDS

The employee is regularly required to sit, talk, or hear; frequently required to use repetitive hand motion, handle or feel, and to stand, walk, reach, bend or lift up to twenty (20) pounds.

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This job description may be revised upon development of other duties and changes in responsibilities.

X

EMPLOYEE PRINTED NAME

X

SUPERVISORS PRINTED NAME

X

EMPLOYEE SIGNATURE AND DATE

X

SUPERVISOR SIGNATURE AND DATE

Sign and return to HR for placement into employee personnel file.



Robert J. Exley, PhD
President

Your College > Right Now

MEMORANDUM NO: 033-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 9, 2024
SUBJECT: Personnel Action (Replacement): Executive Administrative Assistant,
Development & Outreach / Workforce & Strategic Initiatives

The individual listed below has been recommended to fill the full-time Executive Administrative Assistant, Development & Outreach / Workforce & Strategic Initiatives position.

Candidate

Recommended: Juanita Marasckin

Education: Alvin Community College
Associates of Applied Science - Management Development

Experience: Alvin Community College
Executive Administrative Assistant, VPI / Instruction
October 2015 - Present

Senior Administrative Assistant, Academic Programs
October 2011 – September 2015

Administrative Assistant, Fitness Center
November 1998 – October 2011

Salary: \$61,118.03 Annual
Grade 114, 2023– 2024 / TSCM Salary Schedule

RJE:tg

ACC ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

| | | | |
|--------------------------|--|------------------------------|------------|
| Job Title: | Executive Administrative Assistant, Development & Outreach / Workforce & Strategic Initiatives (PID: 813) | | |
| Department: | President's Office | FLSA Status: | Non-Exempt |
| Reports To: | VP Development & Outreach and VP Workforce & SI | Grade Level: | 114 |
| ORP Eligible: | No | Contractual Position: | No |
| Safety Sensitive: | Yes | Job Category: | TSCM |
| HR approved: | Lindsey Hindman | Date: | 11/16/2023 |
| Last updated by: | Wendy Del Bello & Stacy Ebert | Date: | 11/15/2023 |

SUMMARY

This position provides assistant support for the Vice President of Development & Outreach, and the Vice President of Workforce & Strategic Initiatives with their respective functions. In addition, the position provides back-up to the Executive Assistant, Office of the President and assists President in any necessary capacity in the absence of the Senior Executive Assistant. This relationship requires the incumbent to maintain a high degree of confidentiality, judgement, tact and discretion at all times.

ESSENTIAL DUTIES AND RESPONSIBILITIES include, but are not limited to the following.

- Performs administrative assistant duties including but not limited to staff development, public information, public relations, event planning, marketing & media, communications, strategic partnerships, workforce development, new program development, receiving and assisting visitors and telephone callers and sorting incoming mail.
- Performs routine office duties such as call screening, correspondence, purchasing, work orders, calendar maintenance, travel arrangements, facilities requests, etc.
- Assists with work from the President's office when the office is experiencing a heavy workload or is involved with a special project and assists with support services to Board of Regents.
- Maintains all Institutional Memberships, membership lists, and correspondence with related entities and campus members.
- Coordinates all reservations for all staff and Board of Regents at community events.
- Coordinates annual activities and events at ACC including but not limited to employee service awards, scholar awards and memorial plaques.
- Maintains campus and community address lists, orders and prepares invitation for campus events and tracks responses when necessary.
- Maintains an up-to-date and informative presence on necessary POD (intranet) pages and the college website.
- Assists with proofreading and editing of documents, correspondence, posts and press releases.
- Assists with campus events, workshops and advisory meetings including planning, invitations, set up, facilities requests, works orders, programs and all catering needs. Personal participation is frequently required at the events.
- Other duties as assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform the essential duties and responsibilities listed above. The qualifications listed below are representative of the education, experience, knowledge, skills, and/or abilities required.

REQUIRED QUALIFICATIONS

- Associate's degree in Business, Office Administration, or related field
- Minimum of three (3) years of work experience in an office setting

PREFERRED QUALIFICATIONS

- Bachelor's degree
- Five (5) years of relevant work experience
- Knowledge of graphics layout and design
- Experience with Adobe Creative Suite and social media

KNOWLEDGE, SKILLS, AND ABILITIES

- Expertise in Microsoft Office suite (Word, Excel, PowerPoint, Outlook, Publisher)
- Strong narrative writing and proofreading skills
- Must have reliable transportation
- Ability to work nights and weekends
- There is a need for a working knowledge of equipment, programs, and processes that are used by the Administrative Assistants across campus

WORK ENVIRONMENT

The incumbent typically works in an office environment and uses a computer, telephone and other office equipment as needed to perform duties. The noise level in the work environment is typical of that of an office. Incumbent may encounter frequent interruptions throughout the work day.

PHYSICAL DEMANDS

The employee is regularly required to sit, talk, or hear; frequently required to use repetitive hand motion, handle or feel, and to stand, walk, reach, bend or lift up to twenty (20) pounds.

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This job description may be revised upon development of other duties and changes in responsibilities.

X

EMPLOYEE PRINTED NAME

X

SUPERVISORS PRINTED NAME

X

EMPLOYEE SIGNATURE AND DATE

X

SUPERVISOR SIGNATURE AND DATE

Sign and return to HR for placement into employee personnel file.



Robert J. Exley, PhD
President

Your College **Right Now**

MEMORANDUM NO: 037-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 9, 2024

SUBJECT: Personnel Action (Replacement): Videographer / Photographer

The individual listed below has been recommended to fill the full-time Videographer / Photographer position.

Candidate

Recommended: Levi Boniol

Education:

Louisiana Tech University
BS, Computer Information Systems

Experience:

Internet Lava
Video Editor October 2022 – May 2023

Aces Performance / Mexico Racing League
Digital Marketing Manager April 2011 – August 2022

Ventvre Film Company
Owner / Producer May 2020 – December 2020

6 Media LLC
Social Media / YouTube Editor April 2019 – May 2020

Salary: \$54,628.54 Annual
Grade 204, 2023– 2024 / Professional Salary Schedule

RJE:tg

ACC ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

| | | | |
|--------------------------|--|----------------------|--------------|
| Job Title: | Videographer/Photographer (PID 533) | | |
| Department: | Marketing and Media | FLSA Status: | Exempt |
| Reports to: | Director, Marketing & Media | Grade Level: | 204 |
| Safety Sensitive: | Yes | Job Category: | Professional |
| HR approved: | Human Resources/JE | Date: | 10/06/2023 |
| Last updated by: | Director, Marketing/ST | Date: | 10/06/2023 |

SUMMARY

This position serves the Marketing and Communications department as both a videographer and photographer. Videography skills will be employed to make the Alvin Community College (ACC/College) brand come alive by planning, shooting, editing and preparing videos for use on our website, social media, campus displays and digital ad campaigns. Photography skills will be utilized to capture images that support the College's brand awareness and recruitment efforts. Images may include active, candid, and staged photography of special events, campus life, and portraits, for use in College publications in print and online.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following.

- Creates compelling story-driven videos that showcase ACC's programs, student life, extracurricular offerings and facilities, as well as video interviews with faculty, students, and alumni to increase brand awareness and support college communication and recruitment goals.
- Storyboards, shoots, edits projects of varying lengths and styles for all college media platforms in a way that increases shareability for social media and outreach.
- Plans and schedules photo and video shoots, including creating and maintaining budgets and reserving locations, talent, and resources.
- Oversees the production of videos to create a virtual campus tour.
- Manages the College's YouTube channel, making sure videos are titled, keyworded, transcribed, and organized in a way to maximize views and meet accessibility standards.
- Collaborates closely with campus faculty, staff, administration, alumni, and college supporters to facilitate the creation of engaging and exciting multimedia content.
- Captures photography for various purposes including studio, event, portrait, and marketing materials.
- Responsible for capturing, editing and manipulating high-quality photographs, coordinating photoshoot logistics, and cultivating positive working relationships
- Creates and manages a video and photo library and DAM (Digital Asset Management System) and help establish new procedures as needed.
- Creates and maintains a video and photo style guide, working to ensure all videos created meet the College's brand guidelines.
- Maintains, reserves, purchases and rents equipment as necessary.
- Works well with a team, has a positive attitude and thrives on creative storytelling through media in a fast-paced environment.
- Keeps accurate, detailed notes to identify subjects in photographs/videos and ensure every image file has proper photography/videography release forms signed.

- Works flexible hours, including evenings and weekends, as needed.
- Performs other duties as assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform the essential duties and responsibilities listed above. The qualifications listed below are representative of the education, experience, knowledge, skills, and/or abilities required.

REQUIRED QUALIFICATIONS

- Associate's degree in closely related field
- Two years of photography, videography and editing experience with proficiency in shooting high-quality, cinematic video/b-roll
- Experience coordinating photo/video assignments and meeting deadlines
- Experience operating, maintaining, and troubleshooting video and photo equipment
- Experience managing digital asset systems

PREFERRED QUALIFICATIONS

- Bachelor's degree, preferably in communications, media arts, multimedia production or related field
- FAA Part 107 Remote Pilot Certification
- Photography, videography and editing experience with proficiency in shooting high-quality, cinematic video/b-roll in higher education
- Animation and illustration skills

KNOWLEDGE, SKILLS, AND ABILITIES

- Detail oriented with strong written and verbal communication skills
- Strong post-production skills in digital video editing, still and motion graphics design, and prepare files for delivery in multiple formats
- Ability to communicate in a positive, collegial manner with staff, students, and community partners
- Enthusiasm for a variety of video types — formal interviews, fun animations, short GIFs, etc. — and a commitment to quality work across genres.
- Ability to work quickly and under pressure with multiple deadlines
- Comprehensive, in-depth knowledge of pre-production/planning, storyboarding, studio and field production, lighting/grip, audio engineering, and video composition
- Up to date with industry standards, technological advances, software and equipment
- Strong working knowledge of Adobe Premiere CC, Adobe After Effects, Photoshop, Lightroom, and other relevant Creative Cloud applications
- Ability to move heavy equipment and stand for extended periods of time

WORK ENVIRONMENT

The incumbent typically works in an office environment and uses a computer, telephone and other office equipment as needed to perform duties. The noise level in the work environment is typical of that of an office. Incumbent may encounter frequent interruptions throughout the workday.

PHYSICAL DEMANDS

The employee is regularly required to sit, talk, or hear; frequently required to use repetitive hand motion, handle or feel, and to stand, walk, reach, bend or lift up to twenty (20) pounds.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

This job description may be revised upon development of other duties and changes in responsibilities.

X

EMPLOYEE PRINTED NAME

X

SUPERVISORS PRINTED NAME

X

EMPLOYEE SIGNATURE AND DATE

X

SUPERVISOR SIGNATURE AND DATE

Sign and return to HR for placement into employee personnel file.

10.B. Headcount Report

ALVIN COMMUNITY COLLEGE
EMPLOYEE CATEGORIES
SPRING 2024 As of 1/31/2024

FEBRUARY

| | Budgeted 2023-24 | FEBRUARY 2024 | HR Vacancies |
|---|-----------------------------|--------------------------|-------------------------|
| Administrative | 14 | 14 | 0 |
| *Professional | 87 | 76 | 10 |
| Faculty | 124 | 121 | 3 |
| **Technical Support, Clerical & Maintenance (TSCM) | 117 | 104 | 14 |
| Total Full-Time (FT) Employees | 342 | 315 | 27 |

*Count includes 4 grant funded *professional* employees

**Count includes 2 grant funded *TSCM* employee

10.C. Resignation/Retirement Report

Resignation/Termination Report

| | Name | Position / Department | Last Day Worked | Reason |
|---|------------------|---|------------------------|---------------|
| 1 | Tina Lindsey | Administrative Assistant / Upward Bound | 2/5/2024 | Resignation |
| 2 | Jordan Rusk | Instructor / Polysomnography & Neurodiagnostic Technology | 2/28/2024 | Resignation |
| 3 | Asia Daggs | Digital Marketing Specialist | 2/29/2024 | Resignation |
| 4 | Nichole Eslinger | VP Human Resources | 2/29/2024 | Retirement |
| 5 | Rene Garcia | Grant Specialist | 2/29/2024 | Retirement |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| | | | | |

11. **Consent Agenda**
 - 11.A. **Minutes**

**ALVIN COMMUNITY COLLEGE
REGULAR MEETING OF JANUARY 11, 2024
OFFICIAL MINUTES**

The Board of Regents of Alvin Community College met in a regular session on the 11th day of January at 6:00 p.m., with the following members, administrative personnel, and guests present:

| | |
|--------------------|------------------------------------|
| 'Bel Sanchez | Chairman |
| Jody Droege | Vice-Chair |
| Patty Hertenberger | Secretary |
| Jim Crumm | Regent |
| Kam Marvel | Regent |
| Michael Hoover | Regent |
| Mike Pyburn | Regent |
| Yvette Reyes-Hall | Regent |
| Darren Shelton | Regent |
| Robert Exley | President, Alvin Community College |
| John Matula | Alvin Community College |
| Karl Stager | Alvin Community College |
| Kelly Klimpt | Alvin Community College |
| Mary Jove | Alvin Community College |
| Nichole Eslinger | Alvin Community College |
| Stacy Ebert | Alvin Community College |
| Wendy Del Bello | Alvin Community College |

| | | |
|-----------------|------------------------|---------------|
| Beth Nelson | Debra Fontenot | Bryan Hinshaw |
| Clay Grover | Alexander Marriott | Jessica Eddy |
| Tammy Giffrow | Anita Exley | Breah Khayse |
| Kyle Marasckin | Jessica Ranero-Ramirez | Robert Leal |
| John Tompkins | Dick Tyson | Edwin Morgan |
| Alyssa Bullock | Estevan Vasquez | |
| Nadia Nazarenko | Patty Sanchez | |

Call to Order

The meeting was called to order by Chair Sanchez at 6:05 p.m.

Certification of Posting of Notice

Certification of the posting of the notice as listed in the agenda was acknowledged. Dr. Exley certified that a notice of the meeting was posted in accordance with Title 5, Chapter 551, Texas Government Code.

Executive Session

- *Private consultation with its attorney, when seeking the advice of its attorney in accordance with Section 551.071; Deliberate the evaluation of ACC employees, including, but not limited to, College President's goals as related to President's evaluation and contract, in accordance with Tex. Gov't Code Section 551.074.*

The meeting was called back into session by Chair Sanchez at 6:38 p.m.

- **Pledge**
- **Invocation**
Invocation by Secretary Hertenberger.

Citizen Inquiries

Mr. Dick Tyson spoke on the topics of roof leak in Library, gas leak at courthouse, veterans, and debt.

Board Comments

The Regents wished the staff and faculty a happy new year, was glad to see the turnout at the Convocation luncheon, Mr. Pyburn thanked the Board for the opportunity to serve, and Chair Sanchez talked about how proud and how grateful she is for the great relationship that the ACC Regents and staff have.

Approval of the Consent Agenda

Chair Sanchez said that she would entertain a motion of approval of the Consent Agenda that included the Minutes of November 16, 2023 and Special Called Meeting of December 7, 2023, Personnel Action (Replacement): Associate Degree Nursing Faculty (Marcia Bates), Personnel Action (Replacement): Dean of Arts and Sciences (Linet George), Personnel Action (Replacement): Dean of Career and Technical Programs (Harrold Griffin), the Texas Reskilling and Upskilling for Education (TRUE) Grant, and the Federal, State and Private Grants Report. A motion to approve the Consent Agenda was made by Secretary Hertenberger. Seconded by Mr. Marvel. Motion passed unanimously.

President's Report

Dr. Exley gave a summary that included the following:

Spring classes will kick off on Tuesday. Registration is still open for the Spring including the 8-week and 16-week semesters.

The First Step scholarship is also available to students who are taking college courses for the first time. The deadline to apply for the scholarship is January 16.

ACC was full of holiday spirit with the many events we had throughout the campus in December.

The staff had its Spring convocation on Monday. After receiving updates from ELT members, the faculty and staff attended division and department meetings.

This past December our Associate Degree Nursing program had its pinning ceremony. During that ceremony we had four of our first graduates from the Texas Women's University Bachelor's Degree program.

The 121st class of the Law Enforcement Academy held its graduation ceremony on December 11. Director Crystal Robinson told us this week that all cadets passed their licensure exam with the Texas Commission on Law Enforcement.

The Library Speaker Series continues on January 31. We will be welcoming Dr. Paul Spellman to campus as he shares his insights into the process of writing and publishing a book.

The latest edition of Right Now magazine hit mailboxes this past month. More than 100,000 copies went out to homes within our district.

Tickets for Designer Bag Bingo will go on sale on February 1. There is a lot of excitement about this event and the tickets will go fast. Speak with Wendy today if you're interested.

Dr. Exley announced that he has been appointed to the TACC Legislation Committee and the TACC Business Advisory Council.

This report was for information only.

Strategic Plan Update Report – Goal 1

Mr. John Matula and Dr. Stacy Ebert presented the Strategic Plan Update Goal 1 report - HB 8 Completion Outcomes success outcome of objective 1.3 - innovated educational options for all student populations and program types, establish CEWD outcome micro credentials that include Occupational Skills Awards (OSA), stackable certificates, unique course shells, Broad student engagement opportunities that included pathways membership, student life events and in-class advising.

Annual Audit Results Report

The motion to accept the 2022-23 audit was made by Mr. Marvel. Seconded by Mr. Shelton. Motion passed unanimously.

Call Order of General Election

The motion to approve the Order to call the General Elections on May 4, 2024 was made by Mrs. Reyes-Hall. Seconded by Secretary Hertenberger. Motion passed unanimously.

Call Order of Special Election

The motion to approve the Order to call the Special Election on May 4, 2024 was made by Mr. Marvel. Seconded by Secretary Hertenberger. Motion passed unanimously.

Consider Approval of Memorandum of Understanding - TDCJ

The motion to approve the Memorandum of Understanding between the Texas Department of Criminal Justice and Alvin Community College and authorize the President to execute the agreement was made by Dr. Crumm. Seconded by Mr. Hoover. Motion passed unanimously.

Consider Approval of Interlocal Agreement (TACCBO)

The motion to authorize the President to enter into an approved Interlocal Agreement with participating members of the Texas Community College business officers was made by Dr. Crumm. Seconded by Secretary Hertenberger. Motion passed unanimously.

Audited Fund Balance Available to Transfer to Institutional Reserve

The motion to authorize the College to make the transfer of the Unrestricted Fund Balance of \$3,160,740.87 for the fiscal year ending August 31, 2023 to the Institutional Reserve was made by Mr. Marvel. Seconded by Mr. Hoover. Motion passed unanimously.

Financial Report Ending August 31, 2023 - Audited

Mrs. Reyes-Hall made the motion to approve the audited financial report for August 31, 2023. Seconded by Vice Chair Droege. Motion passed unanimously.

Financial Report Ending November 30, 2023

Dr. Crumm made the motion to approve the financial and investment report for November 2023. Seconded by Mr. Shelton. Motion passed unanimously.

Adjournment

There being no further business before the Board, the meeting was adjourned at 7:58 p.m.

Dr. Patty Hertenberger, Secretary

'Bel Sanchez, Chair

**ALVIN COMMUNITY COLLEGE
BOARD RETREAT OF JANUARY 20, 2024
OFFICIAL MINUTES**

The Board of Regents of Alvin Community College met in a Board Retreat on the 20th day of January, 2024 at 8:30 a.m., with the following members, administrative personnel, and guests present:

| | |
|--------------------|------------------------------------|
| 'Bel Sanchez | Chair |
| Jody Droege | Vice Chair |
| Patty Hertenberger | Secretary |
| Jim Crumm | Regent |
| Michael Hoover | Regent |
| Kam Marvel | Regent |
| Yvette Reyes-Hall | Regent |
| Darren Shelton | Regent |
| Robert Exley | President, Alvin Community College |
| John Matula | Alvin Community College |
| Karl Stager | Alvin Community College |
| Kelly Klimpt | Alvin Community College |
| Mary Jove | Alvin Community College |
| Nichole Eslinger | Alvin Community College |
| Stacy Ebert | Alvin Community College |
| Wendy Del Bello | Alvin Community College |

Dr. Bill Holda
Tammy Giffrow
Bryan Hinshaw

R.J. Boatman
Mark Jackson
Dave Smith

Chris Brown

Call to Order

The meeting was called to order by Chair Sanchez at 8:37 a.m. at which time she called roll.

Certification of Posting of Notice

Certification of the posting of the notice as listed in the agenda was acknowledged. Dr. Exley certified that a notice of the meeting was posted in accordance with Title 5, Chapter 551, *Texas Government Code*.

Pledge

Invocation

Invocation by Chair Sanchez.

Stantec Presentation

Mr. Mark Jackson with Stantec gave an overview of the facilities master plan created in 2016 and the status of their present work to update the plan.

Building N Update

Mr. R. J. Boatman, Mr. Dave Smith and Mr. Chris Brown, TABI Systems, provided an update on the progress that has been made and areas completed in the remediation of Building N. The conversation also included the future use of the gun range as a dry storage facility and the possibility of a collaboration opportunity for ACC and other area Law Enforcement Academies going forward.

ACC West

Dr. Stacy Ebert, Vice President Strategic Initiatives, gave an update on what is currently happening with the ACC West campus, the transition team's work in getting details in order, architects meeting, the various program offerings, and the special use permit application process that is taking place with the City of Manvel.

Board Discussion with Facilitator

Dr. Bill Holda, ACCT, facilitated team building with the Alvin Community College Board of Regents. The Board engaged in productive dialogue regarding the uses of AI in higher education and the workforce, the challenges it will bring, analyze updates to policy/procedures and the needed training for faculty and staff for navigating the best usage of AI for the future.

Adjournment

The meeting was adjourned at 2:42 p.m.

Dr. Patty Hertenberger, Secretary

'Bel Sanchez, Chair

11.B. **Grants Update Report**



Robert J. Exley, PhD
President

Your College  Right Now

MEMORANDUM NO: 043-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 12, 2024
SUBJECT: Federal, State, and Private Grants Report

The attached is the ACC Grant Status Report as of February 1, 2024. The first page is a summary of ACC's grant activity. Following that is a detailed list of current grants, grants in the approval process, and grants in the development process. The final page list grants that ACC has either applied for and been declined funding or grants ACC considered, but decided not to proceed to application submission. Pages two through four provide details on the grants and/or applications in each of three categories.

The College presently has \$3,043,768.37 in active funded grants. There is an additional \$5,035,737.39 in grant applications currently in the funder review process. And, we have \$38,048.00 in the grant applications development process.

RJE:tg

Alvin Community College Grants Update

February 1, 2024

ACC has the following in grant activity:

| | |
|----------------|---|
| \$3,043,768.37 | Active Funded Grants |
| \$5,035,737.39 | Grant Applications in the Funder Review Process |
| \$ 38,048.00 | Grant Applications in the Development Process |

New grant awards received:

2023-2024 Lyondell Basell Scholarships

Details on individual grants are attached. The last page lists grants that were reviewed and departments determined not to pursue, or ACC was not selected as a recipient.

Alvin Community College Grant Status Report as of February 1, 2024

| Grant Name/Fund Source | Begin Date | End Date | Personnel | Emphasis | Funds Utilization | Amount | ACC Role | Partner | Purpose | Grant Type |
|--|------------|------------|----------------------|--------------------|---|------------------------|---------------|--------------------------------|---|-----------------------------------|
| U.S. Department of Education - Upward Bound #P047A220229 | 9/1/2022 | 8/31/2027 | Robert Sanchez | Upward Bound | Materials, Staffing, Travel, Courses for College Exposure & Preparation | \$ 1,562,400.00 | Primary | Alvin ISD | Implement a federally funded college preparatory program for low-income and potential first generation college going participants to increase post-secondary enrollment and graduation (5 years, \$312,480 per year) | Federal Discretionary Competitive |
| THECB Nursing Shortage Reduction Program #28849 | 3/6/2023 | 8/31/2027 | Elizabeth Saucedo | Nursing | Professional Development, Equipment, Supplies | \$ 196,673.26 | Primary | N/A | Provide support to retention and completion rates of Nursing students. | State Formula Non-Competitive |
| TWC Governor's Texas Talent Connection Grant under the Wagner-Peyser 7(b) Fund #2824WP8008 "New Beginnings" Year 3 Renewal | 12/1/2023 | 11/30/2024 | Inez Ihezue | TDCJ | Instruction/ Employment Counseling | \$ 350,000.00 | Primary | Lee College | Provides instructional cost assistance to ensure TDCJ students can graduate with their planned degree/certificate as well as workforce readiness training and job placement assistance. Third and final year renewal. | State Discretionary Competitive |
| THCB Perkins Basic Grant Contract Award #29664 | 9/1/2023 | 8/31/2024 | Dr. Debra Fontenot | Technical Programs | Technical Supplies, Support, Equipment | \$ 140,097.00 | Primary | N/A | Provide supplies and equipment required for technical program instruction | State Formula Non-Competitive |
| THECB Nursing Innovation Grant Program #29898 | 8/17/2023 | 7/31/2025 | Elizabeth Saucedo | ADN Program | Faculty Training, Part-time Personnel, Program Development | \$ 196,266.00 | Primary | N/A | Provides for faculty conferences, development of an additional transition to RN program, and student support. | State Discretionary Competitive |
| Office of the Governor Body Armor Grant Program #4829901 | 9/1/2023 | 8/31/2024 | Chief Ronny Phillips | ACC PD | Body Armor | \$ 31,882.11 | Primary | N/A | Provides 16 sets of rifle-resistant body armor for ACC PD. | State Discretionary Competitive |
| U.S. Department of Justice and Department of Labor Partners for Reentry Opportunities in Workforce Development (PROWD) | TBD | TBD | TBD | Reentry Services | Instruction/ Employment Counseling | \$ 290,000.00 | Sub-recipient | Houston-Galveston Area Council | Provides reentry services for individuals formerly in the federal prison system. Services include instructional cost assistance, workforce readiness training, and job placement assistance. | Federal Discretionary Competitive |
| THECB Texas Reskilling and Upskilling for Education (TRUE) Grant | 12/15/2023 | 12/15/2024 | Bryan Ayres | CEWD EMT Program | Instruction, Equipment, Supplies | \$250,000.00 | Primary | N/A | Provide for starting a CEWD EMT program at ACC's West Campus. | State Discretionary Competitive |
| STATE/FEDERAL GRANTS SUBTOTAL | | | | | | \$ 3,017,318.37 | | | | |

| Grant Name/Fund Source | Begin Date | End Date | Personnel | Emphasis | Funds Utilization | Amount | ACC Role | Partner | Purpose | Grant Type |
|--|------------|-----------|---|------------------------------|--------------------------|-------------|----------|---------|---|----------------------|
| 2023-2024 ACC Foundation Innovative Initiative Grant | 9/1/2023 | 8/31/2024 | Alex Ordonez | Art | Artwork | \$ 2,000.00 | | N/A | Mural Celebrating ACC History and Diversity | Private / Foundation |
| 2023-2024 ACC Foundation Innovative Initiative Grant | 9/1/2023 | 8/31/2024 | Brian Berger, Haley Lovell, Sarah Currie | Personnel | Awards | \$1,500.00 | | N/A | Provide Excellence Awards to Adjunct Faculty | Private / Foundation |
| 2023-2024 ACC Foundation Innovative Initiative Grant | 9/1/2023 | 8/31/2024 | Cindy Dalmolin, Jennifer Shinek | Personnel | Professional Development | \$ 2,000.00 | | N/A | Pathway to Positivity Professional Development for Faculty and Staff | Private / Foundation |
| 2023-2024 ACC Foundation Innovative Initiative Grant | 9/1/2023 | 8/31/2024 | Charles Kilgore | Math | Instruction | \$ 1,250.00 | | N/A | Increasing student engagement and retention with NearPod software | Private / Foundation |
| 2023-2024 ACC Foundation Innovative Initiative Grant | 9/1/2023 | 8/31/2024 | Holly Williams, Lily Gusu, Anna-Lisa Hernandez, Amanda Smithson | Personnel | Professional Development | \$ 1,100.00 | | N/A | Books and Speaker for the Savvy Ally Training and Book Discussion | Private / Foundation |
| 2023-2024 ACC Foundation Innovative Initiative Grant | 9/1/2023 | 8/31/2024 | Justin Morgan | Interdisciplinary | Instruction | \$ 2,000.00 | | N/A | Consumables & Actors for Interdisciplinary Collaborative Event | Private / Foundation |
| 2023-2024 ACC Foundation Innovative Initiative Grant | 9/1/2023 | 8/31/2024 | Mikel Chamblee | Networking and Cybersecurity | Instruction | \$ 2,000.00 | | N/A | PI for all (Raspberry Pi Microcomputers for hands-on work) | Private / Foundation |
| 2023-2024 ACC Foundation Innovative Initiative Grant | 9/1/2023 | 8/31/2024 | Dwight Rhodes, Sarah Currie | Science | Equipment & Supplies | \$ 2,000.00 | | N/A | Community Horticulture Development Initiative - The Art and Science of Home Gardening and Urban Farming (master gardener speaker series, community workshops) | Private / Foundation |
| 2023-2024 ACC Foundation Innovative Initiative Grant | 9/1/2023 | 8/31/2024 | Dr. Stacy Ebert | CEWD Biotechnology Program | Supplies | \$ 600.00 | | N/A | Water Bath for BioTech program | Private / Foundation |

| | | | | | | | | | | |
|--|-----------|-----------|--------------------------------|----------------------------|----------------------|-----------------|---------|-----|---|----------------------|
| 2023-2024 ACC Foundation Innovative Initiative Grant | 9/1/2023 | 8/31/2024 | Jordan Rusk | Polysomnography | Instruction | \$ 1,500.00 | | N/A | Board Prep Course for Polysomnography Students | Private / Foundation |
| Texas New Mexico Power Grant | TBD | 8/1/2024 | Stuart Jackson, Brittan Bewick | CEWD BioTechnology Program | Safety Cabinet | \$ 8,000.00 | Primary | N/A | Provides funds to purchase a safety cabinet for students to learn safety protocols in materials handling. | Private / Foundation |
| Lyondell-Basell Scholarships | 1/31/2024 | 2/28/2024 | Wendy Del Bello | ACC Foundation | Student Scholarships | \$ 2,500.00 | Primary | N/A | Provides five \$500.00 scholarships for Process Technology Students. | Private / Foundation |
| ACC FOUNDATION GRANTS SUBTOTAL | | | | | | \$ 26,450.00 | | | | |
| TOTAL, ALL ACTIVE GRANTS | | | | | | \$ 3,043,768.37 | | | | |

| Grant Name/Fund Source | Begin Date | End Date | Personnel | Emphasis | Funds Utilization | Amount | ACC Role | Partner | Purpose | Grant Type |
|---|------------|-----------|---------------------------------|----------------------------|---|-----------------|---------------|---|--|-------------------------------------|
| U.S. Department of Labor QUEST Dislocated Workers Grant | 10/1/2023 | 9/30/2026 | TBD | TDCJ re-entry | Training and Employment | \$ 3,210,737.39 | Sub-recipient | Gulf Coast Workforce Board | Provide for a re-entry program like ACC's New Beginnings to be expanded across the Gulf Coast region. <i>Application submitted August 4, 2023.</i> | Federal Discretionary Competitive |
| Texas Workforce Commission/Houston-Galveston Area Council High Demand Jobs Training Grant | TBD | TBD | Brittany Bewick, Stuart Jackson | CEWD Biotechnology Program | Equipment, Supplies | \$75,000.00 | Sub-recipient | Pearland Economic Development Corporation | Provides Supplies and Equipment. <i>Application submitted September 8, 2023.</i> | State Discretionary Non-Competitive |
| U.S. Department of Labor Strengthening Community Colleges 4 | 3/1/2024 | 2/28/2028 | Shawn Kalinec, Sunjay Bali | CEWD CNC Machining | Instruction, Equipment, Employment Counseling | \$ 1,750,000.00 | Primary | N/A | Create a sector-based strategy to align CNC Machining training to employer needs in the region. <i>Application submitted 11/14/2023.</i> | Federal Discretionary Competitive |
| Total, Grants in Funder Review | | | | | | \$ 5,035,737.39 | | | | |

| Grant Name/Fund Source | Begin Date | End Date | Personnel | Emphasis | Funds Utilization | Amount | ACC Role | Partner | Purpose | Grant Type |
|--|------------|-----------|----------------------|-----------------------------|---|--------------|----------|---------|--|---------------------------------|
| Office of the Governor Criminal Justice Grant Program | 10/1/2024 | 9/30/2025 | Chief Ronny Phillips | ACC PD | Bulletproof Vests for ACC Police Department | \$ 38,048.00 | Primary | N/A | Funds provide for purchasing 16 vests. <i>Application due 2/8/2024.</i> | State Discretionary Competitive |
| Office of the Governor State and Local Cybersecurity Grant Program - Mitigation Projects | 9/1/2024 | 8/31/2025 | Chuck Layton | Institutional Cybersecurity | TBD | TBD | Primary | N/A | Funds provide for upgrading institutional cybersecurity. 10% institutional match required. <i>Application due 3/14/2024.</i> | State Discretionary Competitive |
| Total, Grants in Application Development | | | | | | \$ 38,048.00 | | | | |

Grants Reviewed by ACC but Not Pursued or Not Selected for Funding

| Grant Name/Fund Source | Application Due Date | Application Submitted | Department | Amount | ACC Role | Partner | Purpose | Grant Type | Reason Declined / Not Funded |
|--|----------------------|-----------------------|--------------------|------------------------|----------|---------------------|--|-----------------------------------|---|
| National Science Foundation - Improving Undergraduate STEM Education (IUSE) | 1/18/2023 | N | STEM Education | \$200,000 over 2 years | Primary | N/A | Promote novel, creative, and transformative approaches to generating and using new knowledge about STEM teaching and learning to improve STEM education for undergraduate students. | Federal Discretionary Competitive | ACC determined there are not sufficient resources in place to prepare an application by the due date. |
| Office of the Governor, Public Safety Office, Criminal Justice Division Body-Worn Camera Grant | 2/9/2023 | N | ACC PD | TBD | Primary | N/A | Provide equipment for ACC to support campus safety. | State Discretionary Competitive | ACC was not an eligible applicant. |
| Texas Workforce Commission JET Grant (Jobs and Education for Texans) | 3/9/2023 | Y | CEWD CDL | \$ 257,858.00 | Primary | N/A | Provides for two additional trucks and trailers for the CDL program. 5% match is required. | State Discretionary Competitive | ACC was not selected. |
| Dell Foundation | 5/31/2023 | Y | Process Technology | \$50,000 | Primary | N/A | Provides funds for 3 cutout models for Process Technology. | Private / Foundation | ACC was not selected. |
| U.S. Department of Education Developing Hispanic Institutions Title V Grant | 6/13/2023 | Y | Student Services | \$ 3,000,000.00 | Primary | N/A | Provides funds to create a Student Resource Center and an intervention program for "First Time at Alvin CC" students. The center would house wrap-around support services and project staff. | Federal Discretionary Competitive | ACC was not selected. |
| U.S. Department of Justice Leahy Bulletproof Vest Program | 6/26/2023 | Y | ACC PD | \$ 11,634.00 | Primary | N/A | Provides reimbursement of 50% of the cost of bullet proof vests, 1 per officer per year. <i>Application submitted June 21, 2023.</i> | Federal Formula Non-competitive | ACC was awarded \$552.18 and declined the award. |
| National Science Foundation ExLENT Grant | 9/14/2023 | N | CEWD Bio Tech | \$ 1,000,000.00 | Primary | N/A | Provides support for developing inclusive experiential learning opportunities for students with skills needed to succeed in emerging technology fields. | Federal Discretionary Competitive | ACC determined the target program was not the right fit for the grant type. |
| Texas Workforce Commission Skills Development Fund - Southwest Shipyards | TBD | N | CEWD | \$ 500,000.00 | Primary | Southwest Shipyards | Skills training for 250 employees of Southwest Shipyards for welding, basic construction, safety, and computer technology. | State Discretionary Competitive | Employer partner is not ready to move forward at this time. |

11.C. **Consider Approval of Resolution of Emergency Closure - Winter Storm of January 16, 2024**



Robert J. Exley, PhD
President

Your College > Right Now

MEMORANDUM NO: 029-2024

TO: Board of Regents

FROM: Robert J. Exley, PhD *RJE*

DATE: February 2, 2024

SUBJECT: Resolution of Payment for Personnel during Closure due to a Winter Storm

Alvin Community College Board Policy DEA (LOCAL) states:

“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;”

Due to the Winter Storm, the college administration closed the campus on Tuesday, January 16, 2024 and all classes and services were cancelled through Tuesday, January 16, 2024 at 11:59 p.m. The resolution that follows authorizes the payment of employees for this period. Additionally, the resolution calls for premium pay for police and other TSCM employees who worked during the period of college closure.

It is recommended that the Board of Regents approve the following resolution.

RJE:tg

**RESOLUTION OF THE BOARD OF REGENTS
OF ALVIN COMMUNITY COLLEGE RELATED TO EMERGENCY CLOSURE**

WHEREAS, Alvin Community College (ACC) has a substantial public interest in protecting the health and safety of its students and staff;

WHEREAS, on Monday, January 15, 2024, as the winter storm threatened the Texas Gulf Coast, and dangerous driving conditions were predicted by local weather stations and by local officials including those in Brazoria County;

WHEREAS, the Winter Storm struck the Texas Gulf Coast Monday afternoon, January 15, 2024, causing wide-spread dangerous travel conditions to coastal and inland communities;

WHEREAS, ACC closed its facilities on the morning of Tuesday, January 16, 2024 and remained closed that day through 11:59 p.m.;

WHEREAS, ACC's Childcare Services closed from Tuesday, January 16, 2024, 7:00am through 5:30pm;

WHEREAS, ACC police officers worked throughout the closure to safeguard ACC facilities;

WHEREAS, ACC environmental and custodial staff and other TSCM employees worked periodically throughout the closure to maintain and clean ACC facilities;

WHEREAS, all College operations resumed on Wednesday, January 17, 2024;

WHEREAS, ACC Board Policy DEA (Local) provides, "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;"

WHEREAS, ACC's Board of Regents is committed to (1) ensuring the safety of staff, (2) retaining staff, (3) facilitating efficient educational activities, and (4) assisting with emergency and shelter operations;

WHEREAS, ACC's Board of Regents finds that compensating staff for workdays that they were unable to work because of closures to ACC facilities necessitated by the threat of inclement weather serves an important public purpose in the morale and retention of staff and ensuring efficient operations and community activities;

NOW, THEREFORE, BE IT RESOLVED that

1. The Board delegates authority to President Exley to
 - a. compensate all full-time and part-time staff (excluding substitutes and independent contractors) for workdays and hours they were unable to work due to the above-described emergency closure at their regular hourly or daily rate of pay, according to regular duty schedules they would have otherwise worked if not for the closure on Tuesday, January 16, 2024, or other schedule(s) as determined by the College President; and
 - b. administer additional compensation for non-exempt employees as he deems appropriate beginning Tuesday, January 16, 2024 at 6:00am, the first day of emergency closure, through Tuesday, January 16, 2024 at 11:59am, provided, however, that under no circumstance shall a non-exempt employee's total hourly rate of pay exceed 1.5 times their normal hourly rate.

ADOPTED THIS 22nd DAY OF FEBRUARY 2024.

ALVIN COMMUNITY COLLEGE

By: _____
'Bel Sanchez, Board Chair
Board of Regents

Attest: _____
Dr. Patty Hertenberger, Secretary
Board of Trustees

12. **President's Report**
13. **Enrollment Report**
14. **Strategic Plan Update - Goal #2**



Your College > **Right Now**

Robert J. Exley, PhD
President

MEMORANDUM NO: 042-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 12, 2024
SUBJECT: Strategic Plan Update – Goal #2

Vice President Nichole Eslinger with Vice President Kelly Klimpt will provide the board with a status report on Goal #2 of The Path Ahead: ACC's Strategic Plan 2022-2025.

Goal 2 reads as follows:

Cultivate a culture of inclusion, flexibility, innovation, and resiliency.

Two Key Objectives are:

- 2.2 Create Strong employee acquisition and retention.
- 2.3 Innovate professional development, organizational processes, and support structures to improve efficiency, flexibility, and adaptability.

RJE:tg


15. **Insurance Renewal Presentation**



Robert J. Exley, PhD
President

Your College  **Right Now**

MEMORANDUM NO: 047-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD 
DATE: February 13, 2024
SUBJECT: Preliminary Insurance Information

This agenda item is for information purposes only. Attached is the preliminary information from Todd Anderson and Jason Paysse, the College's insurance representatives with Arthur Gallagher.

Please see the following slides for the most pertinent information at this time:

- Slide 9: Last Year's Insurance Results
- Slide 11: Historical Rate Review
- Slide 12: Renewal Expectations

At a preliminary meeting in order to reduce the scope that the insurance providers would have to calculate scenarios on, Todd and Jason were instructed to convey to the insurance providers to use \$30 Million and \$35 Million as Loss Limits for a Named Storm for this year.

The insurance renewal vote will take place in the March 2024 Board of Regents Meeting.

RJE:tg



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Alvin Community College

Strategic Review – Property & Casualty Insurance

Renewal Date: April 1, 2024 – 2025

Arthur J Gallagher Risk Management Services, Inc.

Jason Paysse | Area Vice President

Jason_Paysse@ajg.com | 281.670.2964

Todd Anderson | Area Vice President

Todd_Anderson@ajg.com | 281.670.2951



Gallagher

Insurance | Risk Management | Consulting

Overview

Thank you for the opportunity to present this Strategic Review. The purpose of the report and this meeting is to set the stage for your Property and Casualty Insurance Renewal. The intent of our **CORE360™** approach is to help you optimize your total cost of risk, thereby improving your profitability, and this discussion is critical to this evaluation.

The report summarizes the key accomplishments from your last renewal (current program) and it examines the current marketplace, our past results and any changes to your organization or risk appetite. It also challenges our past work and suggests future improvements.

We highlight each **CORE360™** cost driver, beginning with Insurance Premiums and ending with Contractual Liability. This will not only organize the document, but also ensure we are deliberate in driving value to each of your six cost drivers which represent your total cost of risk.

This is an interactive process and we look forward to your strategic input to ensure a successful renewal. The results of this strategy will then be summarized in the Executive Summary, which will accompany your renewal proposal. We know that you have a choice and we appreciate your business.

Based on our past risk strategies (Stewardship Scorecard) and results, the current State of the Market and any changes of risk or risk appetite, the overriding goal of this meeting is to answer the following questions:

- What is our go-to-market strategy by line of coverage?
- Do we approach additional markets, and if so, which ones?
- What are our renewal expectations or goals by cost driver?
- What additional tools or resources do we need to implement?



Your Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

| Name/Title | Phone | Email | Role |
|--|--------------|--|---|
| Primary Service Team | | | |
| Jason Paysse Area Vice President | 281.670.2964 | Jason_Paysse@ajg.com | Team Lead – Market Negotiation, Loss Control & Claims |
| Todd Anderson Area Vice President | 281.670.2951 | Todd_Anderson@ajg.com | Team Lead – Market Negotiation, Loss Control & Claims |
| Georgina Maass Client Service Manager | 281.670.2966 | Georgina_Maass@ajg.com | Client Service Manager |
| Program Specialists | | | |
| Wes Robinson, CIC, CRIS National Property President, RPS | 770.829.3341 | Wes_Robinson@rpsins.com | Wholesale Broker, Commercial Property |
| Claims & Loss Control | | | |
| Jim Smith, M.S., CSP Regional Loss Control Leader | 561.998.6809 | Jim_Smith@ajg.com | Loss Control |
| Richard Rogers, SCLA Regional Claims Leader | 214.365.7936 | Richard_Rogers@ajg.com | Claims |
| Resources | | | |
| Dorothy Gjerdrum Managing Director, Public Sector Practice | 952.358.7551 | Dorothy_Gjerdrum@ajg.com | Senior Niche Leadership |
| Roger Montemayor, CIC Area President | 281.670.2976 | Roger_Montemayor@ajg.com | Senior Leadership |
| Sarah Mihalcik Client Concierge | 713.358.5283 | Sarah_Mihalcik@ajg.com | Tools & Resources Implementation |

Challenging Property Market Persists

As we progress through 2023, it is clear that challenges within the commercial property market are continuing. Premium rates hardened by an average of 18% in the second quarter and capacity for property catastrophe classes remains tight.

Several factors are driving the hard market, including reinsurance market pressures, the rise in non-modeled weather events & natural catastrophes, inflation and a larger concentration of values in major metropolitan areas.

There have been numerous natural catastrophe events over the course of the year to date, with severe thunderstorms in the US a major driver of insured losses during the first half of the year.¹

Carriers continue to emphasize the importance of carrying out regular property valuations, and our more proactive clients typically benefit from more options at renewal.

At a Glance

Property: Insurance buyers are becoming more creative to secure coverage in what continues to be an extremely challenging market, with those in the top quartile experiencing median rate rises of 41%.

Casualty: A more moderate market is emerging with median rate increases largely in line with growing exposures. Social inflation, nuclear verdicts and rising medical costs are, however, being closely monitored.

Cyber: Cyber claims activity picked up again in the second quarter. The MOVEit hack caused widespread ransomware losses.

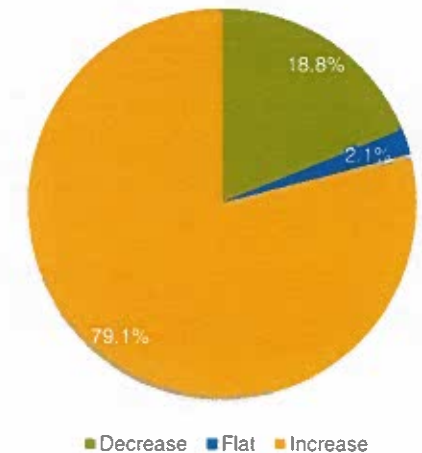
D&O: Plentiful capacity continues to impact supply-demand dynamics, with 85% of public companies seeing rate discounts, albeit by lower margins in the second quarter.

Our Expert Says:

“Carriers continue to push valuation heavily. For those who do not address insurance-to-value issues, they continue to be penalized with restrictive coverage in terms of an occurrence limit of liability endorsement or stated values, which have become very common.”

Martha Bane, Executive VP, Managing Director, Property Practice, Gallagher

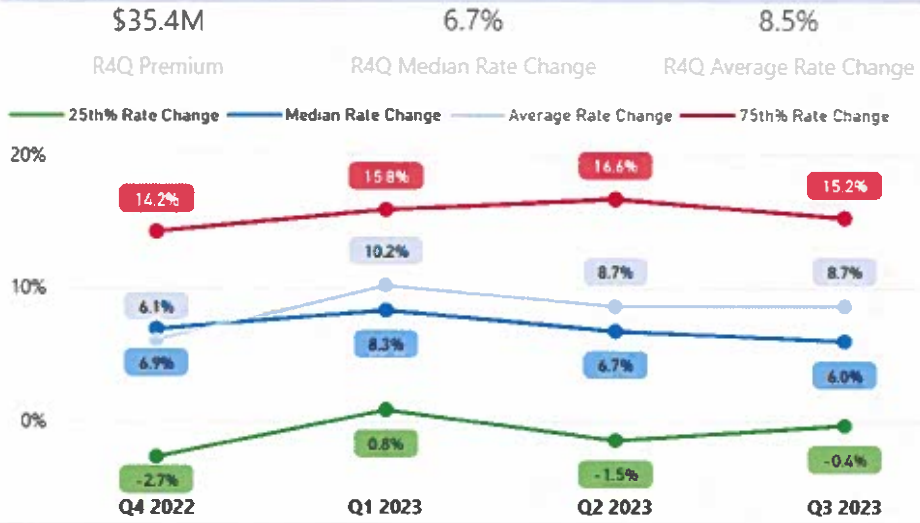
Q2 2023 Property Rate Changes
Gallagher - U.S. Clients



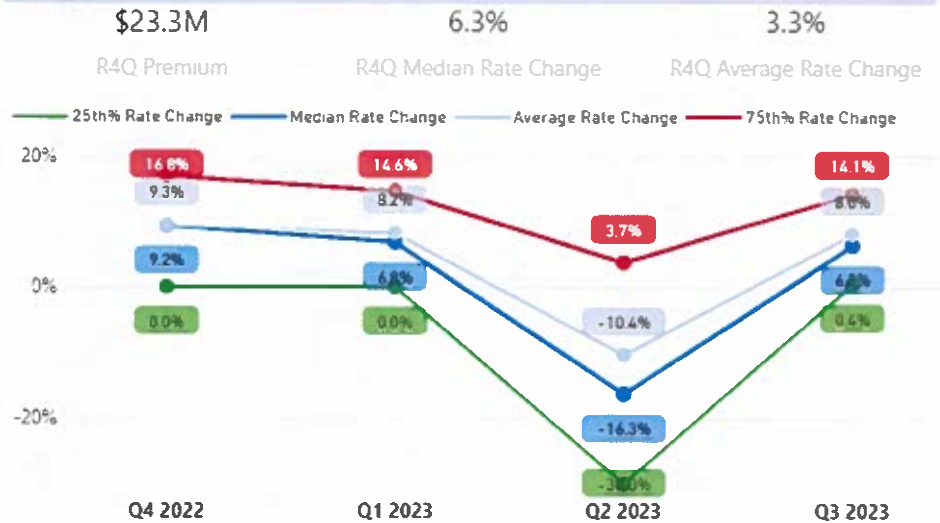
¹ Severe thunderstorms account for up to 70% of all insured natural catastrophe losses in first half of 2023. Swiss Re Institute estimates | Swiss Re

Insurance Market Report – Rate Trends

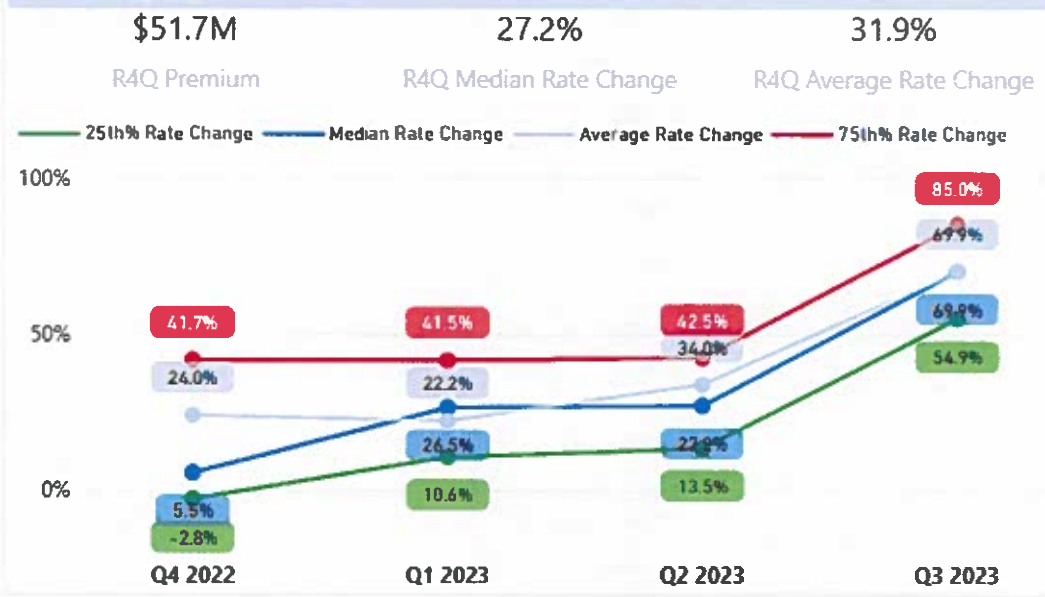
Commercial Auto Renewal Rate Trends



General Liability Renewal Rate Trends

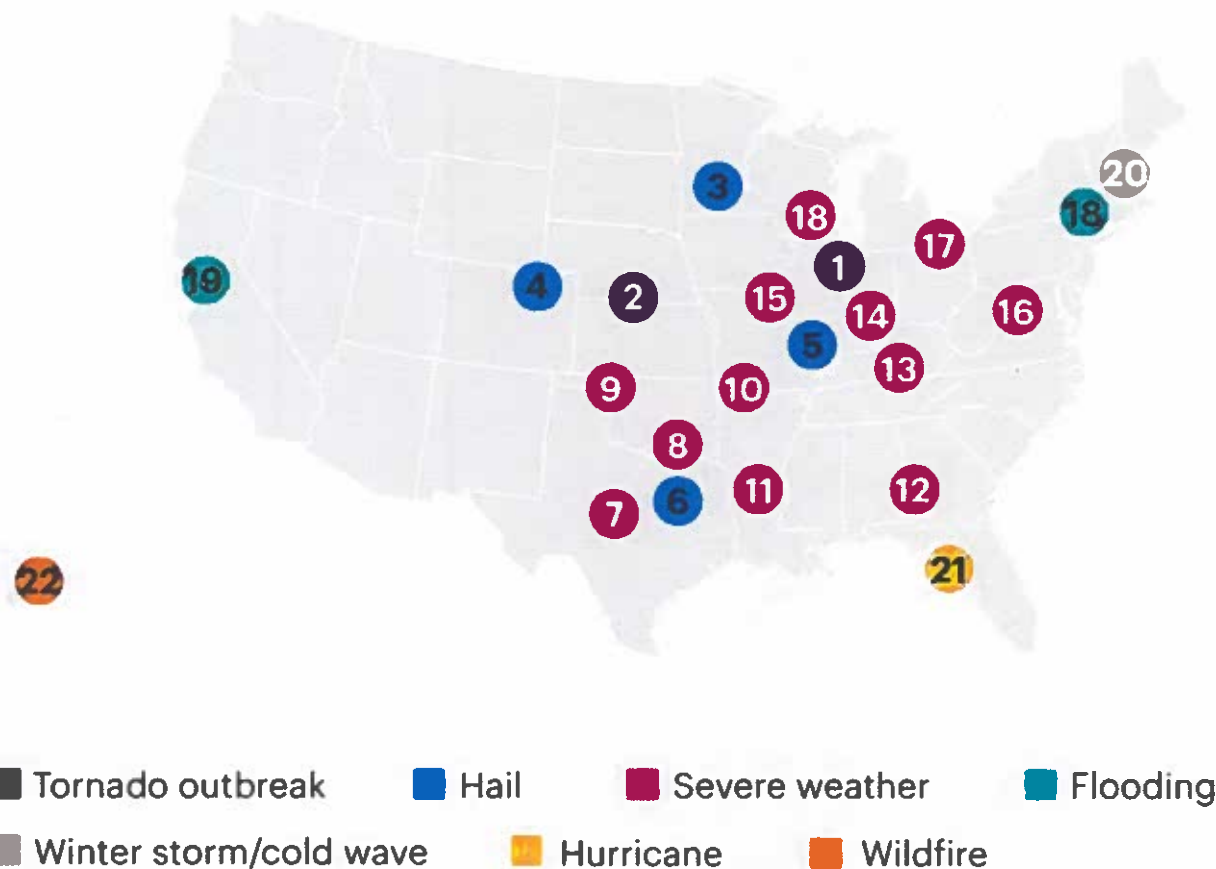


Shared Property Renewal Rate Trends



State of the Marketplace; Property

In 2023 (as of August 8), there have been 15 confirmed U.S. weather/climate disaster events with losses exceeding \$1 billion. These events include one flooding event, 13 severe storm events, and one winter storm event. The 1980 –2022 annual average is 8.1 events (CPI-adjusted); the annual average for the most recent five years (2018 –2022) is 18.0 events (CPI-adjusted). The above doesn't contemplate recent events like Tropical Storm Hillary, Hurricane Idalia, Hurricane Franklin (Bermuda), Maui/Canadian wildfires, SCS/tornado.





Program Structure

Alvin Community College – April 1, 2022





Program Structure

Alvin Community College – April 1, 2023



**Board Approved \$25M Loss Limit*

Insurance Premiums

LAST YEAR'S RESULTS

ALVIN COMMUNITY COLLEGE INSURANCE PREMIUM HISTORY

| | 2023 | 2023 | 2023 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 | 2009 |
|-----------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | 35M Loss Limit / 3% Named Storm | 35M Loss Limit / 5% Named Storm | 25M Loss Limit / 3% Named Storm | 25M Loss Limit / 5% Named Storm | 35M Loss Limit | 2% NS Ded | | | | | | | | | | | | |
| Commercial Property | 886,510 | 841,129 | 828,471 | 786,091 | 600,417 | 460,096 | 352,251 | 292,140 | 275,468 | 277,512 | 354,901 | 417,547 | 577,659 | 508,006 | 554,240 | 498,284 | 553,886 | 613,221 |
| General Liability | 10,896 | 10,896 | 10,896 | 10,896 | 10,774 | 10,261 | 9,748 | 9,406 | 10,422 | 9,393 | 11,162 | 10,792 | 10,519 | 9,794 | 9,199 | 8,153 | 6,342 | 6,612 |
| Commercial Auto | 26,339 | 26,339 | 26,339 | 26,339 | 22,594 | 20,897 | 12,970 | 9,608 | 10,685 | 14,658 | 14,015 | 14,619 | 13,498 | 10,624 | 8,874 | 8,571 | 11,218 | 11,819 |
| Educator's Legal Liability | 7,285 | 7,285 | 7,285 | 7,285 | 7,200 | 7,056 | 7,056 | 4,625 | 18,312 | 17,742 | 20,082 | 19,331 | 18,687 | 17,552 | 16,088 | 15,620 | 14,417 | 14,142 |
| Excess Liability | 11,290 | 11,290 | 11,290 | 11,290 | 10,811 | 9,984 | 8,796 | 7,461 | 6,710 | 6,596 | 7,309 | 6,250 | 6,861 | 6,331 | 5,859 | 5,374 | 8,041 | 7,558 |
| Boiler & Machinery | 6,290 | 6,290 | 6,290 | 6,290 | 5,820 | 5,111 | Included | Included | Included | 5,776 | 5,776 | 5,623 | 5,474 | 5,315 | 5,315 | 5,196 | 5,748 | 5,748 |
| Crime | 682 | 682 | 682 | 682 | 375 | 375 | 374 | 372 | 352 | 353 | 353 | 353 | 654 | 654 | 606 | 588 | 808 | 832 |
| Equipment*** | Included | Included | Included | Included | Included | Included | Included | Included | Included | | | | 13,516 | 12,434 | 12,974 | 12,974 | 13,103 | 12,387 |
| Cyber Liability**** | 35,635 | 35,635 | 35,635 | 35,635 | 32,513 | 20,776 | 16,857 | 16,857 | 16,850 | 16,250 | | | | | | | | |
| Active Shooter | 3,630 | 3,630 | 3,630 | 3,630 | 3,385 | 3,200 | 3,150 | 3,150 | | | | | | | | | | |
| Law Enforcement Liability** | 14,900 | 14,900 | 14,900 | 14,900 | 12,488 | 10,381 | 7,322 | 5,194 | | | | | | | | | | |
| Employment Practices** | 15,000 | 15,000 | 15,000 | 15,000 | 15,023 | 14,585 | 14,585 | | | | | | | | | | | |
| TOTAL | 1,018,457 | 973,076 | 960,418 | 918,038 | 721,400 | 562,722 | 433,109 | 363,398 | 338,799 | 348,280 | 413,598 | 474,515 | 646,868 | 570,710 | 613,155 | 554,760 | 613,563 | 672,319 |
| | Option 1 | Option 2 | Option 3 | Option 4 | | | | | | | | | | | | | | |

* New policies
 ** Previously included in Excess Liability Policy
 *** Now included in Commercial Property Policy
 **** Cyber Indication pending completed application



Loss Limit Analysis March 2022*

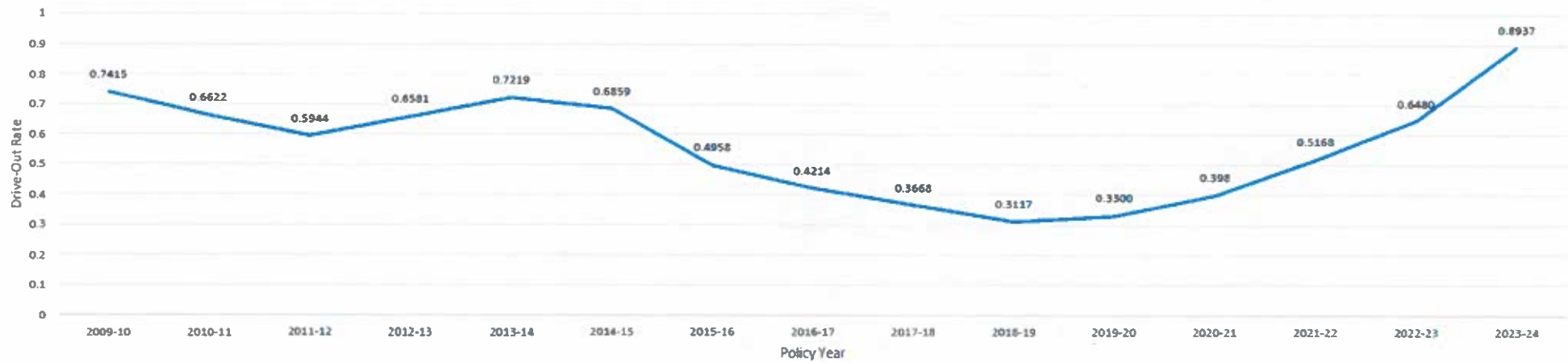
| Location | Street Address | City | Building Value | Contents Value | TIV |
|----------|-------------------|-------|----------------|----------------|--------------|
| Bldg. S | 3110 MUSTANG ROAD | ALVIN | \$15,247,633 | \$4,557,000 | \$19,804,633 |
| Bldg. A | 3110 MUSTANG ROAD | ALVIN | \$9,085,310 | \$2,498,261 | \$11,583,571 |
| Bldg. B | 3110 MUSTANG ROAD | ALVIN | \$7,455,690 | \$2,053,459 | \$9,509,149 |
| Bldg. D | 3110 MUSTANG ROAD | ALVIN | \$5,893,390 | \$1,612,016 | \$7,505,406 |
| Bldg. G | 3110 MUSTANG ROAD | ALVIN | \$5,969,040 | \$1,360,590 | \$7,329,630 |
| Bldg. N | 3110 MUSTANG ROAD | ALVIN | \$5,652,290 | \$1,312,463 | \$6,964,753 |
| Bldg. C | 3110 MUSTANG ROAD | ALVIN | \$4,330,240 | \$789,632 | \$5,119,872 |
| Bldg. F | 3110 MUSTANG ROAD | ALVIN | \$4,124,760 | \$728,784 | \$4,853,544 |
| Bldg. H | 3110 MUSTANG ROAD | ALVIN | \$3,695,800 | \$842,425 | \$4,538,225 |
| Bldg. K | 3110 MUSTANG ROAD | ALVIN | \$3,355,285 | \$671,057 | \$4,026,342 |

| Critical Prob. | Return Period | RMS* | | | |
|----------------|---------------|------------------|------------------|------------------|------------------|
| | | Ground Up | Gross Loss - 2% | Gross Loss - 3% | Gross Loss - 5% |
| 0.01% | 10,000 | \$53,580,998 | \$52,065,568 | \$51,557,142 | \$50,597,205 |
| 0.10% | 1,000 | \$24,156,534 | \$23,222,381 | \$22,893,875 | \$22,261,232 |
| 0.20% | 500 | \$17,401,037 | \$16,628,287 | \$16,341,352 | \$15,796,473 |
| 0.40% | 250 | \$11,589,176 | \$10,976,741 | \$10,718,781 | \$10,224,205 |
| 1.00% | 100 | \$5,371,748 | \$4,873,721 | \$4,661,506 | \$4,260,266 |
| AAL | | \$192,855 | \$169,641 | \$161,688 | \$148,330 |



Historical Rate Review

Alvin Community College Rate History





Renewal Expectations

- Property
 - Valuation increases continue to be hot topic for carriers (5% expectation)
 - Lean on probable maximum loss analysis to consider higher loss limits
 - Rate trend data supports a 5% -15% rate increase
- Cyber- Rate trend data supports a Flat to 10% rate increase
- Casualty- Rate trend data supports a Flat to 5% rate increase
- Auto- Rate trend data supports a 5% - 8% rate increase

Thank You for Your Business

We have enjoyed our partnership and appreciate the continued time, support and confidence you have placed in us as your risk management team. This past year has been successful as evidenced by your scorecard. Your total cost of risk is being impacted favorably and our strategy for this upcoming renewal continues to focus on ways to improve this positive impact on your profitability. Thank you.

Legal Disclaimer

Gallagher provides insurance and risk management advice that is tailored to our clients' risk transfer needs. Our review can include evaluation of insurance premium, risk transfer options, finance agreements, insurance limits, indemnification obligations, and contracts to ascertain appropriate coverage. We do emphasize that any risk management advice, insurance analysis, and limited review of contract terms and conditions, is only provided from an insurance/risk management perspective and is NOT legal advice. We do not provide legal advice and always recommend that our clients seek advice from legal counsel to become fully apprised of all legal implications from their business transactions.

We help you face your future with confidence.

Around the globe and across a full spectrum of insurance, risk management and consulting services, we're working every day to help businesses grow, communities thrive and people prosper.

GLOBAL REACH. LOCAL PRESENCE.

Founded in
1927

\$6B

Total adjusted
Brokerage & Risk
Management
revenues (2020)

32,000+

Employees worldwide

850+

Offices in 49 countries

150

Countries served

HIGHLY SPECIALIZED. DEEP EXPERTISE.

Casualty
Commercial Surety & Bonds
Credit & Political Risk

Cyber
Management Liability
Property

OUR APPROACH TO RISK.



CORE360® is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of your total cost of risk.

27+ INDUSTRY PRACTICES



TIMES CHANGE. ETHICS DON'T.

Gallagher has been named one of the 2021 World's Most Ethical Companies® — 10 years running.

For the past 10 years, we've been recognized for our commitment to operating at the highest standards of ethical behavior. We're the only broker to have been given this honor. It's a reflection of the way we look after businesses, communities and people across the globe.



SHARED VALUES + PASSION FOR EXCELLENCE = PROMISES DELIVERED

The Gallagher Way

25 tenets that have guided a team-oriented culture for 30+ years.

Social Responsibility

Companywide focus on ethical conduct, employee health and welfare, environmental integrity and community service.

Gallagher provides insurance, risk management and consultation services for our clients in response to both known and unknown risk exposures. When providing analysis and recommendations regarding potential insurance coverage, potential claims and/or operational strategy in response to national emergencies (including health crises), we do so from an insurance/risk management perspective, and offer broad information about risk mitigation, loss control strategy and potential claim exposures. We have prepared this commentary and other news alerts for general informational purposes only and the material is not intended to be, nor should it be interpreted as, legal or client-specific risk management advice. General insurance descriptions contained herein do not include complete insurance policy definitions, terms and/or conditions, and should not be relied on for coverage interpretation. The information may not include current governmental or insurance developments, is provided without knowledge of the individual recipient's industry or specific business or coverage circumstances, and in no way reflects or promises to provide insurance coverage outcomes that only insurance carriers control. Gallagher publications may contain links to non-Gallagher websites that are created and controlled by other organizations. We claim no responsibility for the content of any linked website, or any link contained therein. The inclusion of any link does not imply endorsement by Gallagher, as we have no responsibility for information referenced in material owned and controlled by other parties. Gallagher strongly encourages you to review any separate terms of use and privacy policies governing use of these third party websites and resources. Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, Inc. (License No. 0D69293) and/or its affiliate Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (License No. 0726293).

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16. **Joint Election Agreement and Contract for Election Services**



Robert J. Exley, PhD
President

Your College  **Right Now**

MEMORANDUM NO: 038-2024

TO: Board of Regents

FROM: Robert J. Exley, PhD *RJE*

DATE: February 9, 2024

SUBJECT: Joint Election Agreement and Contract for Election Services

The General Election will be held May 4, 2024. The following pages represent the contract between Alvin Community College and the County Clerk of Brazoria County. Upon Board of Regents approval, the contract requires Chair Sanchez's signature. The College has \$50,000 set aside in the ACC Budget for payments on this Election Contract. If all candidates in an election run unopposed then there will not be a need for an election and there should be no costs charged to the College from the County.

It is recommended that the Board of Regents approve the Joint Election Agreement and Contract for Election Services.

RJE:tg

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below) by and between the ALVIN COMMUNITY COLLEGE, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 4, 2024. Political Subdivision and the County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the ALVIN COMMUNITY COLLEGE, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.5.3), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as this Agreement provides. Political Subdivision agrees to pay the County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and measures to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall prepare, adopt, and publish all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. Regarding publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision holds any Special Election, it may have to publish its own "Notice of Election" to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's Notice is not included in the Notice published by the County Clerk.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."
Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election-day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the County. The proposed voting locations will be provided once the final candidate filing deadline has been met and listed as Attachment "A." If a voting location is unavailable, the Elections Department will arrange for an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A."

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A," at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and displaying the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A." Any voting location changes from those used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall appoint the presiding judge and alternate judge for each polling location per Chapter 32 of the Texas Election Code. If an emergency appointment is necessary, the appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, the Political Subdivision agrees to assist in recruiting bilingual polling place officials (fluent in English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code. It will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall set the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional \$25.00 for picking up the election supplies before Election Day and returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for the same.

All Parties agree that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment, including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information to enable the election judges in the voting locations with more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk's Election Department will order the maps and pass that charge on to that specific Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and propositions showing the order and the exact manner in which the candidate names and proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after each participating authority has determined ballot positions. Each participating authority shall proofread and approve the ballot pertaining to that authority's candidates and propositions. If any error or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared, then the Political Subdivision will be responsible for all costs.

VII. EARLY VOTING

The Parties agree to conduct joint early Voting and appoint the County Clerk as the Early Voting Clerk per Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Early Voting Clerk will post a copy of the daily early voting report on the county election website and a cumulative final early voting report following the election. We shall provide the Political Subdivision with the reports with written advance notice.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. With the assistance of the County Clerk Elections Department, the Presiding Judge shall appoint three or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

| | |
|-------------------------------------|---------------------|
| Counting Station Manager: | Lisa Mujica |
| Alternate Counting Station Manager: | Brandy Pena |
| Tabulation Supervisor: | Susan Cunningham |
| Alternate Tabulation Supervisor: | Johnathan Escamilla |
| Presiding Judge: | Dottie Cornett |
| Alternate Presiding Judge: | Tamara Reynolds |

After counting all precincts, the County Clerk Elections Department will prepare the unofficial canvass reports. It will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall electronically submit all Cities' precinct-by-precinct returns to the Texas Secretary of State's Office.

The County Clerk Elections Department shall post all election night results to the County website on election night. <https://www.brazoriacountyclerktx.gov>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Unless specifically stated otherwise, allocation of costs is mutually agreed to be shared. The County participates in "Vote Centers"; therefore, all political subdivisions can vote at any location.

It is agreed that the standard rental rate charged for the County's voting equipment used on Election Day shall be calculated per polling location and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) The total cost will be calculated and then multiplied by the Political Subdivision percentage number of registered voters or with the minimum of \$2000.00; for those with a lesser amount, additional costs associated will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charged with the same formula as Election Day. Those political subdivisions with a percentage of registered voters less than the amount equal to \$2000.00 will be a minimum amount of \$2000.00 for the early voting period.

Political Subdivision conducting a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by the County Clerk on behalf of the Political Subdivision. Any monies deposited with the County by the withdrawing authority shall be refunded minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority and the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or an alternate facility used to keep county records. The County Clerk Elections Department shall ensure that the records are maintained orderly so that they are identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation, or open records request that may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount, and the cost of the recount depends on the size of the election and the number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office acts as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either Party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments to this Agreement shall be of no effect unless in writing and signed by all parties.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each payment contemplated by this Agreement fairly compensates the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing forty-five (45) days written Notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires the Political Subdivision or County to incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this Agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay the County a deposit of \$10,000.00. This Deposit shall be paid to the County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 16, 2024. Therefore, the Deposit is due by March 1, 2024.

The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the election on MAY 4, 2024. If the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay the County the balance due within forty-five (45) days after receipt of the final invoice from the County's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund the excess amount paid to the Political Subdivision within forty-five (45) days after the final costs are calculated.

IN TESTIMONY HEREOF, this Agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2024, been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2024, has been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

ALVIN COMMUNITY COLLEGE, TEXAS

_____ By _____
Presiding Officer or Authorized Representative
ALVIN COMMUNITY COLLEGE

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

MAY (COUNTYWIDE JOINT)

EQUIPMENT RENTAL

| | |
|-----------------------------------|---------------|
| CONTROLLER | \$350.00 each |
| SCANNER UNIT..... | \$425.00 each |
| ACCESS WITH TOUCH UNIT (DAU)..... | \$375.00 each |
| TOUCH UNITS | \$325.00 each |
| POLLPADS | \$50.00 each |
| MI-FI/ HOTSPOT | \$50.00 each |

This is not a daily charge. This price is for the entire election even if it is for 12 days of voting.

OTHER CHARGES

| | |
|---|----------|
| Programming | \$300.00 |
| Tabulating..... | \$150.00 |
| Equipment Delivery and Pickup | |
| Truck Rental (per delivery location) | \$25.00 |
| Labor (Per delivery location) | \$75.00 |
| Supply tubs EV-ED (see attached list for contents) | \$75.00 |
| Mail Ballots will be billed per entity kits including postageDomestic...\$1.74...Overseas...\$2.36 | |
| Publications charged based on % of registered voters..... | |

| | |
|-----------------------|--|
| Workers-Judges | \$14.00 per hour -Overtime rate \$21.00 per hour |
| Clerks | \$12.00 per hour- Overtime rate \$18.00 per hour |

ELECTION DAY

For Election Day, we will calculate the cost for each location (see Exhibit 'A2") the total cost for Election Day will then be calculated per percentage of registered voters of each political subdivision. All political subdivisions in Brazoria County less than 1000 registered voters, charges will be the minimum of \$1500.00 for Election Day.

EARLY VOTING

For Early Voting we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we do a spreadsheet that divides the cost between all political subdivisions based on the percentage of registered voters in each. Since we have large and small cities in our county, the minimum charge for early voting will be \$1500.00.

OVERTIME

We keep a record of our overtime for the May Elections and the staff gets paid overtime. Since we charge for programming and tabulations that money goes towards the employee's overtime. If we have more overtime than covered by a calculated programming and tabulation fees, we will add in the additional overtime when sending the final bills.

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

NOVEMBER (COUNTYWIDE JOINT)

For November Elections, the Election Day and Early voting charges are just like the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one entity, total cost calculated will be per percentage of registered voters for the entity.

Runoffs Elections will be the responsibility of whichever entity will be conducting a runoff election.

Any errors or changes related to a Political Subdivision oversight and if it results in reprogramming the entirety election, will be responsible for all associated cost.

17. **Consider Approval of TASB Policy Update 46**



Robert J. Exley, PhD
President

Your College **Right Now**

MEMORANDUM NO: 017-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 9, 2024
SUBJECT: Board Policy Update 46, affecting Local Policies

We have received the Texas Association of School Board’s Policy Manual Update 46. As laws change or as needs are identified for additional local policies or changes to existing local policies, TASB Policy Services makes edits to policies and shares them with their participating member colleges. Per state law, I am providing the Board with the entire packet of information. The critical portion for your consideration is the that which addresses changes in Local policies initiated by TASB owing to changes in corresponding Legal policy.

The TASB Update 46 contains new or revised legal policies citing current legal requirements and new or revised local policy recommendations. Included in the information provided is a list of the local policies to be revised, explanatory notes providing rationale for the updates, and the policies recommended for revision showing the annotations.

Updates to Legal Board Policies that reference relevant law and contain citations to the statutes, rules, and case law governing a particular topic may be found on the college district website.

Update 46 includes eighty-two (82) Legal Board Policies updating/revising existing ones (the Board is not required to act on legal policies). In addition, the following SEVENTEEN (17) Local Board Policies do require Board action.

| <i>Local Policy</i> | <i>Title</i> |
|---------------------|---|
| <i>BBD(LOCAL)</i> | BOARD MEMBERS: ORIENTATION AND TRAINING |
| <i>BBI(LOCAL)</i> | BOARD MEMBERS: TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS |
| <i>BG(LOCAL)</i> | ADMINISTRATIVE ORGANIZATION |
| <i>CFE(LOCAL)</i> | PURCHASING AND ACQUISITION: VENDOR RELATIONS |
| <i>CGC (LOCAL)</i> | SAFETY PROGRAM: EMERGENCY PLANS AND ALERTS |
| <i>CS(LOCAL)</i> | INFORMATION SECURITY |
| <i>CU(LOCAL)</i> | RESEACH |
| <i>DAA(LOCAL)</i> | EMPLOYMENT OBJECTIVES: EQUAL OPPORTUNITY EMPLOYMENT |

| | |
|--------------------|---|
| <i>DEC(LOCAL)</i> | COMPENSATION AND BENEFITS: LEAVES AND ABSENCES |
| <i>DH(LOCAL)</i> | EMPLOYEE STANDARDS OF CONDUCT |
| <i>EBA (LOCAL)</i> | ALTERNATIVE METHODS OF INSTRUCTION: DISTANCE EDUCATION |
| <i>ECC(LOCAL)</i> | INSTRUCTIONAL ARRANGEMENTS: COURSE LOAD AND SCHEDULES |
| <i>FA(LOCAL)</i> | EQUAL EDUCATION OPPORTUNITY |
| <i>FAA(LOCAL)</i> | EQUAL EDUCATIONAL OPPORTUNITY: PREGNANT AND PARENTING STUDENTS |
| <i>FFDA(LOCAL)</i> | FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION: SEX AND SEXUAL VIOLENCE |
| <i>FLB(LOCAL)</i> | STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT CONDUCT |
| <i>GCB(LOCAL)</i> | PUBLIC INFORMATION PROGRAM: REQUESTS FOR INFORMATION |

As a reminder to the Board, the annotations are as follows:

- *Deletions* are shown in red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's designation from its origin: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.
- TASB's recent changes to the policy to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

It is recommended the Board of Regents consider approval of the following motion.

"I move that the Board add, revise, or delete (LOCAL) policies as recommended by TASB Community College Services and according to the instruction sheet for TASB Localized Policy Manual Update 46."

RJE:tg



(LOCAL) Policies Packet

For your convenience, this file focuses *only* on the local policies from your community college district's TASB update packet.

What is in this packet?

- Instruction sheet for recommended (LOCAL) policies
- Explanatory Notes for recommended (LOCAL) policies
- Clean copies of recommended (LOCAL) policies
- Annotated (redlined) copies of recommended (LOCAL) policy changes

This is not the full update packet.

To retrieve your college district's full update packet, log in to Policy Online® and visit My Policy Manual > Local Manual Updates > Numbered Updates.

What is in the full update packet?

The full update packet contains:

- A summary of the overall policy update
- (LEGAL) policies and (EXHIBIT) documents that describe the statutory framework in which your local policies must operate
- Instructions and Explanatory Notes for every policy change, not just the (LOCAL) policies
- Guidance on how to:
 - Present recommended policy changes to the board
 - Keep minutes
 - Notify TASB of board action
 - Maintain your historical record
 - Update your administrative regulations

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This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

Instruction Sheet
Community College Localized Policy Manual Update 46

Alvin Community College

| Code | Type | Action To Be Taken | Note |
|-------------|-------------|---------------------------|----------------------|
| ATTN | (NOTE) | No policy enclosed | See explanatory note |
| BBD | (LOCAL) | Replace policy | Revised policy |
| BBI | (LOCAL) | Replace policy | Revised policy |
| BG | (LOCAL) | ADD policy | See explanatory note |
| CFE | (LOCAL) | ADD policy | See explanatory note |
| CGC | (LOCAL) | Replace policy | Revised policy |
| CS | (LOCAL) | Replace policy | Revised policy |
| CU | (LOCAL) | ADD policy | See explanatory note |
| DAA | (LOCAL) | ADD policy | See explanatory note |
| DEC | (LOCAL) | Replace policy | Revised policy |
| DH | (LOCAL) | Replace policy | Revised policy |
| EBA | (LOCAL) | Replace policy | Revised policy |
| ECC | (LOCAL) | Replace policy | Revised policy |
| FA | (LOCAL) | ADD policy | See explanatory note |
| FAA | (LOCAL) | ADD policy | See explanatory note |
| FFDA | (LOCAL) | Replace policy | Revised policy |
| FLB | (LOCAL) | Replace policy | Revised policy |
| GCB | (LOCAL) | Replace policy | Revised policy |

Explanatory Notes

Community College Localized Policy Manual Update 46

Alvin Community College

ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

Revisions to legal frameworks incorporate clarification of existing materials and new materials arising from the 88th Regular Legislative Session and subsequent special sessions as well as amendments to federal statutes and rule changes from the Texas Higher Education Coordinating Board and other state agencies.

Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 88th Regular Legislative Session. All referenced bills have already gone into effect unless otherwise noted.

BBD(LOCAL) BOARD MEMBERS: ORIENTATION AND TRAINING

Revisions to this local policy address HB 3033, which requires board members to complete Public Information Act Training if the attorney general determines the college failed to comply with the Public Information Act (PIA). The revisions clarify that the existing delegation of the responsibility to take the PIA training to the public information coordinator only applies to the training requirement applicable to board members shortly after they are elected or appointed.

Additional recommended changes have been made to conform to TASB style.

BBI(LOCAL) BOARD MEMBERS: TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS

In the Note, a cross reference to CS, which covers Information Security, has been recommended.

BG(LOCAL) ADMINISTRATIVE ORGANIZATION

This new recommended local policy addresses SB 17, which prohibits a Diversity, Equity, and Inclusion Office at a college, with limited exceptions. The bill takes effect on January 1, 2024.

CFE(LOCAL) PURCHASING AND ACQUISITION: VENDOR RELATIONS

This new recommended local policy addresses SB 17, which prohibits Diversity, Equity, and Inclusion Initiatives at community colleges, with limited exceptions. The language directs the college chief executive officer or designee to develop disciplinary procedures related to a vendor violating the provisions of the bill. The bill takes effect on January 1, 2024.

CGC(LOCAL) 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.

CS(LOCAL) INFORMATION SECURITY

Recommended revisions to this local policy address SB 1893, which prohibits certain social media applications and services on devices of a college, essentially codifying an earlier order issued by the governor. The bill requires a college to adopt a policy prohibiting the installation or use of Covered Social Media Applications on a government-owned or -leased device, with an exception.

In addition, at Security Breach Notification, recommended revisions to this local policy address SB 271, which amends provisions that address the notification a state agency must submit to DIR related to a security incident, as defined by law.

Explanatory Notes

Community College Localized Policy Manual Update 46

Alvin Community College

CU(LOCAL) RESEARCH

This new recommended local policy addresses SB 1565, which requires a community college board to establish a policy framework promoting Research Security while mitigating foreign espionage and interference risks. The bill also requires the board to designate a research security officer (RSO).

Because we received no response to our emails about your college's RSO, the college's chief executive officer was filled in for that position in this policy. If you decide on a different position for that role, you can make that change before presenting this local policy to your board.

DAA(LOCAL) EMPLOYMENT OBJECTIVES: EQUAL EMPLOYMENT OPPORTUNITY

This new recommended local policy addresses SB 17, which prohibits Diversity, Equity, and Inclusion Initiatives for employees of a college, with limited exceptions. The bill takes effect on January 1, 2024.

DEC(LOCAL) COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

Recommended revisions to this local policy address HB 1486, which applies existing mental health leave provisions applicable to peace officers to telecommunicators. The language alters existing Mental Health Leave language to now include full-time telecommunicators.

In addition, at Line of Duty Illness or Injury Leave, recommended revisions to this local policy address HB 471, which requires colleges to provide police officers and emergency medical services personnel a leave of absence for illness or injury related to the person's line of duty.

Because we received no response to our emails about your college's choices related to this section, this recommended policy has language that does not allow for an extension of leave for a line of duty illness or injury. If you want to see language to allow an extension of this leave, contact your policy consultant.

Additional recommended changes have been made to conform to TASB style.

DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT

At Ethical Standards, the link has been updated, as well as the corresponding footnote.

EBA(LOCAL) ALTERNATE METHODS OF INSTRUCTION: DISTANCE EDUCATION

Recommended revisions to this local policy were made to reflect changes in the Administrative Code.

ECC(LOCAL) 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.

FA(LOCAL) EQUAL EDUCATIONAL OPPORTUNITY

This new recommended local policy addresses SB 17, which prohibits Diversity, Equity, and Inclusion Initiatives for students of a college, with limited exceptions. The bill takes effect on January 1, 2024.

FAA(LOCAL) EQUAL EDUCATIONAL OPPORTUNITY: PREGNANT AND PARENTING STUDENTS

This new recommended local policy addresses multiple bills, including:

- SB 412, which provides enrollment protections and required accommodations for pregnant and parenting students. The bill applies beginning Spring 2024;

Explanatory Notes
Community College Localized Policy Manual Update 46

Alvin Community College

- SB 459, which requires colleges to provide early registration for pregnant and parenting students if the opportunity is provided to another group of students; and
- HB 1361, which requires each college to designate an employee to serve as a liaison for current and incoming students who are parents or guardians of minors.

**FFDA(LOCAL) 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.

FLB(LOCAL) 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.

GCB(LOCAL) PUBLIC INFORMATION PROGRAM: REQUESTS FOR INFORMATION

Recommended revisions to this local policy address HB 3033, which permits a college to designate up to 10 Nonbusiness Days each calendar year for the purpose of complying with the PIA.



(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

| | | |
|-----------------|--|--|
| Contact: | School Districts and Education Service Centers | Community Colleges |
| | policy.service@tasb.org | colleges@tasb.org |
| | 800.580.7529 | 800.580.1488 |

Orientation

The Board and the ~~College President~~College President shall provide an orientation for new Board members within the calendar year of their election to assist them in understanding the Board's function, policies, and procedures. Assistance given in the orientation of new Board members may include the following, as appropriate or available:

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

Annual Training Plan

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

Cybersecurity Training

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

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

BOARD MEMBERS
ORIENTATION AND TRAINING

BBD
(LOCAL)

**Public Information
Coordinator Act
Training**

~~The College
President~~ After
Election or
Appointment

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

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

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

Technology Resources

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

Availability of Access

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

Limited Personal Use

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

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

Acceptable Use

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

Monitored Use

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

Disclaimer of Liability

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

Records Retention

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

Note: For related information on diversity, equity, and inclusion initiatives, see CFE for contractor discipline, DAA for employees, DH for employee discipline, and FA for students.

**Diversity, Equity,
and Inclusion Office**

Except as required by federal law, the College District shall not:

1. Establish or maintain a diversity, equity, and inclusion office; or
2. Hire or assign an employee or contract with a third party to perform the duties of a diversity, equity, and inclusion office.

"Diversity, equity, and inclusion office" means an office, division, or other unit of the College District established for the purpose of:

1. Influencing hiring or employment practices at the College District with respect to race, sex, color, or ethnicity, other than through the use of color-blind and sex-neutral hiring processes in accordance with any applicable state and federal antidiscrimination laws;
2. Promoting differential treatment of or providing special benefits to individuals on the basis of race, color, or ethnicity;
3. Promoting policies or procedures designed or implemented in reference to race, color, or ethnicity, other than policies or procedures approved in writing by the College District's general counsel and the Coordinating Board for the sole purpose of ensuring compliance with any applicable court order or state or federal law; or
4. Conducting trainings, programs, or activities designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation, other than trainings, programs, or activities developed by an attorney and approved in writing by the College District's general counsel and the Coordinating Board for the sole purpose of ensuring compliance with any applicable court order or state or federal law.

Exceptions

Nothing in this section may be construed to limit or prohibit the College District or a College District employee from, for purposes of applying for a grant or complying with the terms of accreditation by an accrediting agency, submitting to the grantor or accrediting agency a statement that:

1. Highlights the College District's work in supporting first-generation college students, low-income students, or underserved student populations; or

2. Certifies compliance with state and federal antidiscrimination laws.

The prohibitions do not apply to:

1. Academic course instruction;
2. Scholarly research or a creative work by College District employees or students;
3. An activity of a student organization registered with or recognized by the College District;
4. Guest speakers or performers on short-term engagements;
5. A policy, practice, procedure, program, or activity to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity;
6. Data collection; or
7. Student recruitment or admissions.

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CFE
(LOCAL)

**Diversity, Equity,
and Inclusion
Initiatives**

The College President or designee shall develop procedures addressing the discipline, up to and including termination, of a College District contractor who violates Education Code 51.3525(b)(1).
[See BG, DAA, and FA]

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.

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

Information Security Officer

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

Information Security Program

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

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

College District Website and Mobile Application Security

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

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

Covered Social Media Applications

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

Exception

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

use of the covered application and the documentation of those measures.

Reports

Information Security Plan
The College District shall submit a biennial information security plan to DIR in accordance with law.

Effectiveness of Policies and Procedures
The ISO shall report annually to the College President on the effectiveness of the College District's information security policies, procedures, and practices in accordance with law and administrative procedures.

Security Incidents
By the College District
The College District shall assess the significance of a security incident and report urgent incidents to DIR and law enforcement in accordance with law and, if applicable, DIR requirements.

Generally

Security Breach Notification
Upon discovering or receiving notification of a breach of system security or a security incident, as defined by law, the College District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law.

The College District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the College District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the College District's website.
4. Publication through broadcast media.

Monthly Reports
The College District must provide summary reports of security incidents monthly to DIR in accordance with the deadlines, form, and manner specified by law and DIR.

By Vendors and Third Parties
The College District shall include in any vendor or third-party contract the requirement that the vendor or third-party report information security incidents to the College District in accordance with law and administrative procedures.

Research Security

The College District shall promote the security of the College District's academic research so as to achieve the highest level of compliance with applicable ethical, legal, regulatory, contractual, and College District standards and requirements for securing and protecting the College District's research portfolios.

Research Security
Officer

The College President shall serve as the research security officer (RSO) and shall be responsible for administering the College District's research security program consistent with law, this policy, and associated administrative procedures. The RSO shall maintain classified information, maintain controlled unclassified information, conduct foreign influence reporting, maintain the export control program, and coordinate the National Security Presidential Memorandum 33 (NSPM-33) requirements. The RSO shall also be the point of contact for communication with federal and state agencies on research security matters.

The RSO shall attend the annual academic security and counter exploitation program seminar offered by Texas A&M University.

Research Security
Program

The RSO shall develop, administer, and annually review and approve a research security program designed in accordance with law and applicable standards to address the security of College District research against unauthorized disclosure or foreign interference. The program shall include procedures for risk assessment and mitigation, research security awareness education for employees when hired and periodically thereafter, and advising College District employees and officials on research security practices.

Note: For complaints of discrimination, harassment, and retaliation targeting employees on the basis of a protected characteristic, see DAAA and DIAB.

**Diversity, Equity,
and Inclusion
Initiatives**

Except as required by federal law, the College District shall not:

1. Compel, require, induce, or solicit any person to provide a diversity, equity, and inclusion statement or give preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement;
2. Give preference on the basis of race, sex, color, ethnicity, or national origin to a participant in any College District function; or
3. Require as a condition of enrolling at the College District or performing any College District function any person to participate in diversity, equity, and inclusion training that references race, color, ethnicity, gender identity, or sexual orientation, unless it was developed by an attorney and approved in writing by the College District's general counsel and the Coordinating Board for the sole purpose of ensuring compliance with any applicable court order or state or federal law.

Exceptions

Nothing in this section may be construed to limit or prohibit the College District or a College District employee from, for purposes of applying for a grant or complying with the terms of accreditation by an accrediting agency, submitting to the grantor or accrediting agency a statement that:

1. Highlights the College District's work in supporting first-generation college students, low-income students, or underserved student populations; or
2. Certifies compliance with state and federal antidiscrimination laws.

The prohibitions do not apply to:

1. Submitting a statement as part of a grant application or to comply with the terms of accreditation that highlights the College District's work in supporting first-generation college students, low-income students, or underserved student populations, or that certifies compliance with state and federal antidiscrimination laws;
2. Academic course instruction;
3. Scholarly research or a creative work by College District employees or students;

EMPLOYMENT OBJECTIVES
EQUAL EMPLOYMENT OPPORTUNITY

DAA
(LOCAL)

4. An activity of a student organization registered with or recognized by the College District;
5. Guest speakers or performers on short-term engagements;
6. A policy, practice, procedure, program, or activity to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity;
7. Data collection; or
8. Student recruitment or admissions.

Note: For related information on diversity, equity, and inclusion initiatives, see BG for diversity, equity, and inclusion offices, CFE for contractor discipline, DH for employee discipline, and FA for students.

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

**Leave
Administration**

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

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

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

Family Emergency

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

Leave Day

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

Academic Year

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

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time

COMPENSATION AND BENEFITS
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earned by that employee and to lose compensation from the College District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Earning Leave

An employee shall not earn any form of paid leave while on unpaid leave status. An employee who is working or on paid leave status for part of a monthly pay period shall earn paid leave on a prorated basis.

Deductions

Leave Without Pay

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

Leave Proration

*Employed for
Less Than Full
Year*

If an employee separates from employment with the College District before the employee's last duty day of the year, or begins employment after the first duty day, sick leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for leave the employee used but had not yet earned as of the date of separation.

Medical Certification

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

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

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

Sick Leave

Each full-time employee shall earn ~~ten~~ 10 hours of paid sick leave per month in accordance with administrative regulations.

Sick leave shall accumulate to a maximum of 720 hours.

Sick leave shall only be used for the following:

1. Illness of the employee.
2. Illness of a member of the employee's immediate family.
3. Family emergency.
4. Birth or placement of a child when taken within the first year after the child's birth, adoption, or foster placement.
5. Contribution to the sick leave bank.

Sick Leave Bank

The College District shall establish a sick leave bank that employees may join through contribution of sick leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury, and the employee has exhausted all paid leave and any applicable compensatory time.

The College President or designee shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL), beginning with the College President or appropriate administrator.

Leave for Certain Law Enforcement and EMS Personnel

Mental Health
Leave ~~for Peace~~
Officers

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

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(LOCAL)

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

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

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

A College District peace officer or an emergency medical technician on staff shall be granted quarantine leave when ordered by the local health authority or the person's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

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

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

**Line of Duty Illness
or Injury Leave**

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

**Family and Medical
Leave**

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

**Twelve-Month
Period**

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.

**Combined Leave for
Spouses**

When both spouses are employed by the College District, the College District shall not limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks, nor shall the College

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

District limit military caregiver leave to a combined total of 26 weeks.

Intermittent or
Reduced Schedule
Leave

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

Certification of
Leave

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

Fitness-For-Duty
Certification

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

Personal Leave

Each full-time employee shall receive 16 hours of personal leave per fiscal year. All leave will be available at the beginning of the school year.

Each part-time employee who works at least 20 hours per week shall receive 30 hours of personal leave per fiscal year. All leave will be available at the beginning of the school year.

Personal leave shall not accumulate.

Earned compensatory time shall be used before any available personal leave.

Vacation Leave

With the exception of faculty members, each full-time benefits-eligible employee shall earn vacation leave at a rate of eight hours per month, September through May, in accordance with administrative regulations. Vacation leave shall accumulate to a maximum of 192 hours.

Use of vacation leave shall require prior approval by the employee's supervisor and must be scheduled in accordance with administrative regulations.

Earned compensatory time shall be used before any available vacation leave.

An employee who separates from employment with the College District shall be eligible for reimbursement of unused vacation leave in accordance with the following:

1. The employee provides advance written notice of intent to separate from employment in accordance with administrative regulations.
2. The employee shall be reimbursed for each hour of unused vacation leave, to a maximum of 192 hours, at the employee's

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LEAVES AND ABSENCES

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

| | |
|--------------------------|--|
| Development Leave | A faculty member [see definition at DEC(LEGAL) Development Leaves of Absence] may be granted unpaid faculty development leave for study, research, writing, field observations, or other suitable purpose. |
| Eligibility | <p>To qualify for development leave, a faculty member must serve at least five consecutive academic years performing full-time academic duty as an instructor or as an assistant, associate, or full professor, or an equivalent rank. The work need not include teaching.</p> <p>Alternatively, the faculty member may qualify for development leave as an administrator if the faculty member has had significant administrative duties relating to the operation of the College District for more than four years.</p> |
| Application | <p>To be granted development leave for the subsequent academic year, a faculty member must apply to the College President by March 1 on a signed and dated form created by the administration. The application shall contain:</p> <ol style="list-style-type: none">1. The requested effective date and duration of leave.2. A description of the specific purpose for which the leave is requested.3. An explanation as to how the leave is consistent with the mission and purpose of the College District and the benefit of the leave to the College District.4. An assurance that the faculty member intends to return to the College District following the completion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave, if approved, and that, if the faculty member does not return, the employee shall repay the College District for any benefits paid to or on behalf of the employee during the leave period.5. Any other information deemed appropriate by the College President. |
| Approval Procedure | A development leave committee shall be elected annually from the general faculty membership on a date determined by the College President to be no later than the application deadline. The committee shall be composed of ten 10 members and shall elect a chair |

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

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

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

Outside
Employment

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

Return to Work

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

Report

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

Bereavement Leave

An employee shall be eligible for 24 hours of paid bereavement leave, per occurrence, for the death of an immediate family member. Bereavement leave shall not accumulate.

**Workers'
Compensation**

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

No Paid Leave
Offset

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

The College District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits.

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the College District and shall not be deducted from the employee's pay or leave balance.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

All College District employees shall perform their duties in accordance with state and federal law, College District policy, and ethical standards.

All College District personnel shall recognize and respect the rights of students, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the College District.

Employees wishing to express concern or complaints shall do so through appropriate channels. [See DGBA]

Ethical Standards The College District holds all employees to the ethical standards expressed in the [Texas Community College Teachers Association Code of Professional Ethics \(PDF\)](#) [Texas Community College Teachers Association Code of Professional Ethics \(PDF\)](#).¹

Violations Employees shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as College District employees. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCC, DIAA, and DM series]

Electronic Media Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs (blogs), electronic forums (chat rooms), video-sharing websites, editorial comments posted on the internet, and social network sites. Electronic media also includes all forms of telecommunication, such as landlines, cell phones, and web-based applications.

Record Retention An employee shall comply with the College District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CIA and GCB]

Personal Use Employees shall be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media violates state or federal law or College District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Taking Attendance Each faculty member shall require students to attend class regularly and shall keep a record of attendance from the first day of classes or the first day a student's name appears on the class roster through the final examination period.

Safety Requirements

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

All employees shall adhere to College District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

**Tobacco and
E-cigarettes**

An employee shall not use tobacco products or e-cigarettes on College District property, in College District vehicles, or at College District-related activities, unless authorized by the College President or designee. [See FLBD]

An employee shall not give or sell tobacco products or e-cigarettes to a person in violation of law.

Alcohol and Drugs

A copy of this policy, the purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.

Employees shall be prohibited from using, possessing, controlling, manufacturing, transmitting, distributing, dispensing, selling, or being under the influence of any of the following substances while conducting College District business or while on College District property, in College District vehicles, or at College District-related activities, whether during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any performance-enhancing substance, including steroids.
5. Any designer drug.
6. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.

The transmittal, sale, or attempted sale of what is represented to be any of the above-listed substances shall also be prohibited under this policy.

An employee need not be legally intoxicated to be considered “under the influence” of alcohol or a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, controls, sells, transmits, distributes, or dispenses a substance listed above as part of the employee’s job responsibilities;

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use;
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian;
4. Cultivates, possesses, transports, or sells hemp as authorized by law; or
5. Possesses, sells, or distributes Dextromethorphan.

With the prior consent of the Board or the College President, the alcohol provisions may be waived with respect to a specific location on College District property or a specific event that is sponsored by the College District.

State law shall be strictly enforced at all times on all property controlled by the College District in regard to the possession and consumption of alcoholic beverages.

Paraphernalia

The use, possession, control, manufacture, transmission, distribution, dispensation, or sale of paraphernalia related to any prohibited substance is prohibited.

Notice

Each employee shall be given a copy of the College District's notice regarding a drug-free workplace. [See DI(EXHIBIT)]

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify the employee's immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony or offense involving moral turpitude.

Moral Turpitude

Moral turpitude includes but is not limited to:

1. Dishonesty, fraud, deceit, theft, or misrepresentation;
2. Deliberate violence;
3. Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
4. Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
5. Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if any two or more acts are committed within any 12-month period; or

6. Acts constituting abuse under the Texas Family Code.

Consensual Relationships

Consensual relationships between employees in positions of authority and their subordinates, between faculty and their students, or between employees in positions of authority or influence over students and those students shall not be permitted by the College District.

Any employee in a position of authority and any faculty member need to be sensitive to the potential for sexual harassment, as well as conflicts of interest in personal relationships with subordinate faculty and staff members or with students.

Consensual Relationships That Result in Sexual Harassment

The type of relationship addressed in this policy is one of an amorous or sexual nature. When disparities in authority are present between two individuals involved in a consensual relationship, questions about professional responsibility and sexual harassment may arise. What might appear to be consensual, even to one of the parties involved, may in fact not be so. A faculty member exercises power over students, and an individual in a management/supervisory position exercises power over subordinates and students through praise or criticism, performance evaluations or grades, recommendations for further studies or future employment, or conferral of other benefits; therefore, diminishing the student's or subordinate's actual freedom of choice.

Examples of consensual relationships that might be construed as sexual harassment may include, but are not limited to, situations where:

1. The subordinate party or student in the consensual relationship feels unwanted pressure to become involved in and/or to continue the relationship;
2. The subordinate party or student in the consensual relationship feels compelled to change behavior and/or job duties because of the consensual relationship; and
3. The consensual relationship has the purpose or effect of creating a work or academic environment in which others are negatively affected by the existence of that relationship.

In each of the above instances, the consensual relationships may be deemed sexual harassment. Consensual relationships that involve allegations of sexual harassment shall be handled according to the provisions of the sexual harassment policy. [See DIA series for employees and FFD series for students]

**Other Inappropriate
Consensual
Relationships**

A consensual relationship between a faculty member or staff member in a position of authority and subordinates or students is inappropriate and shall be considered a violation of College District policy, whether or not such relationships result in sexual harassment. Such consensual relationships may not contain clear elements of sexual harassment. Nonetheless, such relationships can create problems including conflicts of interest, favoritism, and low morale. These relationships often carry the potential for sexual harassment. Such relationships shall be considered sanctionable behavior. Sanctions for inappropriate consensual relationships that do not contain clear elements of sexual harassment may include:

1. Instruction to the parties to terminate the relationship;
2. Transfer of one of the parties to a new department or job responsibility; or
3. Other disciplinary actions, including demotion or termination in severe cases.

Reports of inappropriate consensual relationships that do not contain clear elements of sexual harassment shall follow College District policies and procedures normally used in dealing with misconduct of faculty and staff.

¹ Texas Community College Teachers Association Code of Professional Ethics (PDF): <http://www.tecta.org/wp-content/uploads/2016/01/TCCTA-Ethics.pdf> <https://drive.google.com/file/d/1hOLs-YhIWH4ccH7VtAM-wks2GGy9KoqlR/view>

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 ~~Academic Degree and Certificate Programs and Credit Courses Offered Electronically~~Distance Education;
- ~~Policies~~Principles, policies, and guidelines of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC); and
- College District policies and procedures.

The College President shall develop procedures to implement this policy.

Course Load

The normal course load for the fall or spring semester is considered to be ~~45~~15 semester hours. Course loads in excess of ~~48~~18 semester hours shall require approval by the ~~vice president, instruction or designee~~ vice president, instruction or designee.

The normal course load for the summer session shall be ~~seven semester hours for each six-week term or 14~~ seven semester hours for each six-week term or 14 semester hours for a full summer semester. Course loads in excess of ~~seven~~ seven semester hours per term or ~~14~~ 14 semester hours per summer semester shall require approval by the vice president, instruction or designee.

**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

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.

~~COVID-19~~
~~Pandemic~~

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.

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

Procedures

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

Note: For complaints of discrimination, harassment, and retaliation on the basis of a protected characteristic, see FFDA and FFDB.

**Diversity, Equity,
and Inclusion
Initiatives**

Except as required by federal law, the College District shall not:

1. Compel, require, induce, or solicit any person to provide a diversity, equity, and inclusion statement or give preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement;
2. Give preference on the basis of race, sex, color, ethnicity, or national origin to a participant in any College District function; or
3. Require as a condition of enrolling at the College District or performing any College District function any person to participate in diversity, equity, and inclusion training that references race, color, ethnicity, gender identity, or sexual orientation, unless it was developed by an attorney and approved in writing by the College District's general counsel and the Coordinating Board for the sole purpose of ensuring compliance with any applicable court order or state or federal law.

Exceptions

The prohibitions do not apply to:

1. Academic course instruction;
2. Scholarly research or a creative work by College District employees or students;
3. An activity of a student organization registered with or recognized by the College District;
4. Guest speakers or performers on short-term engagements;
5. A policy, practice, procedure, program, or activity to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity;
6. Data collection; or
7. Student recruitment or admissions.

Note: For related information on diversity, equity, and inclusion initiatives, see BG for diversity, equity, and inclusion offices, CFE for contractor discipline, DAA for employees, and DH for employee discipline.

Note: For complaints of discrimination, harassment, and retaliation on the basis of sex or gender, see FFDA. For all other discrimination, harassment, and retaliation complaints related to this policy, see FFDB.

Procedures

The College President or designee shall develop procedures addressing protections and accommodations, consistent with law, for students who are pregnant or parenting, including procedures addressing early registration and leaves of absence.

Liaison

The College President shall designate a pregnant and parenting students liaison for current or incoming students at the institution who are the parents or guardians of children younger than 18 years of age. The liaison shall provide the students information regarding support services and other available resources and serve as the point of contact for a student requesting a protection or accommodation under Education Code 51.982. The liaison's contact information shall be included in the procedures described above.

Publication

The procedures and the liaison's contact information shall be published in the student and employee handbooks and posted on the College District's website.

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.

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

Domestic Violence “Domestic violence” means violence committed by:

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

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

For the purposes of this definition:

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

Examples Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; rape; sexual assault as defined by law; sexual battery; sexual

coercion; and other sexually motivated conduct, communications, or contact.

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

Gender-Based Harassment

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

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

Examples

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

Prohibited Conduct

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

Complainant

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

Respondent

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

Confidential
Employee

A “confidential employee” is a person who holds a professional license requiring confidentiality, such as a counselor or medical provider, who is supervised by such a person, or a person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source.

**Reporting
Procedures**

Student Report

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

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

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

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

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

Exception

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

Employee Report

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

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

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

FFDA
(LOCAL)

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| <i>Exceptions</i> | 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. |
| Disclosure at Event | |
| 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: Ms. Lilly Guu, Director of Accessibility and Counseling Services Address: 3110 Mustang Rd., Alvin, TX 77511 Telephone: (281) 756-3533 Email: Title IX Coordinator email ¹ Webpage: Title IX/Sexual Misconduct webpage ² |
| Responsible Employees | All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance with Title IX. |

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| 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 | <p>Upon receipt or notice of a report, the Title IX coordinator shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the Title IX coordinator shall promptly offer supportive measures to the complainant. The Title IX coordinator shall explain the process for filing a formal complaint and assess any request not to investigate. If the College District moves forward with the investigation, the Title IX coordinator shall immediately provide notice to the known parties to the complaint.</p> <p>If the Title IX coordinator determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the Title IX coordinator shall refer the complaint for consideration under the appropriate policy.</p> |

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

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

College District
Investigation

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

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

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

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

Criminal or
Regulatory
Investigation

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

**Concluding the
Investigation**

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

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| | <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> |
| <p>Notification of the Report</p> | <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> |
| <p>College District Action</p> | <p>The Title IX coordinator shall submit the investigation report and any response from the parties to the dean of student support promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.</p> <p>The dean of student support 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 dean of student support 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 dean of student support 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 dean of student support 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> |
| <p>Disciplinary or Corrective Action</p> | <p>If the dean of student support or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.</p> <p>Examples of disciplinary or corrective action may include:</p> <ul style="list-style-type: none">• 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 dean of student support or designee determines that improper conduct occurred that did not rise to the level of prohibited conduct, the College District may take disciplinary action in accordance with College District policy and procedures or other corrective action reasonably calculated to address the conduct.

Dismissal of Complaint

Mandatory Dismissal

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

Permissive Dismissal

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

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

Notice of Dismissal

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

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| 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 | <p>The College District prohibits retaliation against any person for the purpose of interfering with a right or privilege under this policy; the complainant; or a person who, in good faith, makes a report or complaint, serves as a witness, or otherwise participates or refuses to participate in an investigation, proceeding, or hearing under this policy. This prohibition does not apply to discipline of a person who perpetrated or assists in the perpetration of the prohibited conduct.</p> <p>A person who is alleged to have experienced retaliation may pursue a claim under this policy or policy DIAA, as appropriate.</p> |
| 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 | If the dean of student support or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A conference shall be scheduled within ten days of the notice of determination in accordance with FMA, beginning at Appeal to College District Administration. |
| Discipline or Corrective Action | |
| <i>Students</i> | |
| Suspension | |
| Expulsion | If the dean of student support or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President to schedule an expulsion hearing before the Board in accordance with FMA. |
| Other Action | If the dean of student support or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the dean of student support 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. |

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| <i>Employee</i> | If the dean of student support or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the dean of student support 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 dean of student support or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the dean of student support 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 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:LGUu@alvincollege.edu>

² Title IX/Sexual Misconduct webpage:
<https://www.alvincollege.edu/student-information/Title-IX.html>

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:

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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

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:

1. Scholastic dishonesty, as defined above;

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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

A student shall be subject to discipline, including suspension, in accordance with FM and FMA if the student violates this policy:

1. While on College District premises;
2. While attending a College District activity; or
3. 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 shall be published in the student handbook.

Requests for public information shall be made to the College District by one of the following methods:

1. Hand delivery;
2. U.S. mail to ~~3110 Mustang Rd., Alvin, TX 77511~~3110 Mustang Rd., Alvin, TX 77511; or
- ~~3. Email at kstager@alvincollege.edu.~~
3. Email at kstager@alvincollege.edu.

Nonbusiness Days

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

Suspension of Public Information During a Catastrophe

In the event a catastrophe, as defined by law, significantly impacts the College District such that the catastrophe directly causes the inability of the College District to comply with the requirements of the Texas Public Information Act (PIA), the Board shall suspend the applicability of the PIA to the College District for the time permitted by law and provide the required notices to the attorney general and the public. The Board shall extend an initial suspension period as necessary in accordance with law. [See GCB(LEGAL)]

Charging for Personnel Time

In addition to other labor charges permitted by, and in accordance with law, the College District shall charge a requestor for additional personnel time spent producing information for the requestor after College District personnel have collectively spent:

1. Thirty-six hours of time during the College District's fiscal year; or
2. Fifteen hours of time during a one-month period.

18. **Consider Approval of Local Board Policy Updates to DIAA (LOCAL), FFDA (LOCAL) and FFDB (LOCAL)**



Robert J. Exley, PhD
President

Your College **Right Now**

MEMORANDUM NO: 041-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 12, 2024
Subject: Local Board Policy Updates to DIAA(LOCAL), FFDA(LOCAL), and FFDB(LOCAL).

We recently completed a review of our policies and procedures regarding three “FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION” local policies. The review identified the need to change who we designate as responsible coordinator. Per federal and state law, we must list the name and contact information of the ‘coordinator’ in our policy. The three policy numbers and attendant titles are listed below. Section D policies relate to college personnel and section F policies relate to students.

Local Policy Title

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| <i>DIAA(LOCAL)</i> | FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION: SEX AND SEXUAL VIOLENCE |
| <i>FFDA(LOCAL)</i> | FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION: SEX AND SEXUAL VIOLENCE |
| <i>FFDB(LOCAL)</i> | FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION: OTHER PROTECTED CHARACTERISTICS |

As a reminder to the Board, the annotations are as follows:

- *Deletions* are shown in red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text’s designation from its origin: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.
- TASB’s recent changes to the policy to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

It is recommended the Board of Regents consider approval of the following motion.

“I move that the approve DIAA(LOCAL), FFDA(LOCAL), and FFDB(LOCAL). policies as required by TASB.”

RJE:tg

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

**Statement of
Nondiscrimination**

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

Definitions

Employee

Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of sex that adversely affects the employee’s employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee’s employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee’s work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Sexual Violence

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

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

Domestic Violence “Domestic violence” means violence committed by:

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

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

For the purposes of this definition:

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

Examples Examples of sexual harassment of an employee may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; sexual assault as defined by law; offensive or derogatory language

directed at another person's gender identity; and other sexually motivated conduct, communication, or contact.

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

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| Prohibited Conduct | In this policy, the term "prohibited conduct" includes discrimination, sexual harassment, dating violence, domestic violence, stalking, and retaliation as described by this policy, even if the behavior does not rise to the level of unlawful conduct. |
| Complainant | In this policy, the term "complainant" refers to an employee who is alleged to have experienced prohibited conduct. |
| Respondent | In this policy, the term "respondent" refers to a person who is alleged to have committed prohibited conduct. |
| Confidential Employee | A "confidential employee" is a person who holds a professional license requiring confidentiality, such as a counselor or medical provider, who is supervised by such a person, or a person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source. |
| Reporting Procedures | 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. |
| Reporting by Alleged Victim | <p>An employee who believes that the employee has experienced prohibited conduct may report the alleged acts to the employee's immediate supervisor, to the Title IX coordinator, or to the College President or designee.</p> <p>Reports against the Title IX coordinator may be directed to the College President. A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation. An employee shall not be required to report prohibited conduct to the person alleged to have committed the conduct.</p> <p>Alternatively, the employee may report electronically through the College District's website.</p> |

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
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| | <p>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.</p> <p>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.</p> |
| <p>Reporting by Other Employees</p> | <p>Any employee who believes that another employee has experienced prohibited conduct, regardless of when or where the incident occurred, shall immediately report the alleged acts to the Title IX coordinator. Additionally, the employee may report to the College President or designee.</p> <p>A report against the College President must also be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p> |
| <p><i>Exceptions</i></p> <p>Disclosure at Event</p> | <p>A person who received the information solely from a disclosure at a sexual harassment, sexual assault, dating violence, or stalking public awareness event sponsored by a postsecondary educational institution or by an employee organization affiliated with the institution is not required to report the prohibited conduct unless the person has authority to institute corrective measures on behalf of the College District.</p> |
| <p>Employee Subject to Confidentiality Rules</p> | <p>Absent the employee's consent, or unless required by law, a confidential employee shall only be required to disclose the type of incident reported and may not disclose information that would violate the employee's expectation of privacy. If multiple confidential employees receive information about the same alleged incident, then only one report disclosing the type of incident must be submitted.</p> |
| <p>Peace Officer</p> | <p>A College District peace officer who received information regarding the incident from an employee who chooses to complete a pseudonym form as described by law shall only be required to disclose the type of incident reported and may not disclose the employee's name, phone number, address, or other information that may directly or indirectly reveal the employee's identity.</p> |
| <p>Prior Report</p> | <p>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.</p> |
| <p>Title IX Coordinator</p> | <p>Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The College District designates the following person to coordinate its efforts to</p> |

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

Title IX Coordinator: ~~Ms. Lilly Guu, Director of Accessibility and Counseling Services~~ [Dr. Estevan Vasquez, Director of Athletics](#)

Address: 3110 Mustang Rd., Alvin, TX 77511

Telephone: ~~(281) 756-3533~~ [\(281\) 756-3690](#)

Email: [Title IX Coordinator email¹](#)

Webpage: [Title IX/Sexual Misconduct webpage²](#)

Responsible Employees

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

Timely Reporting

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

Consolidate Reports

When the allegations underlying two or more complaints arise out of the same facts or circumstances, the College District may consolidate the complaints.

Advisor

Each party to a complaint may be assisted by an advisor of the party's choice who may participate in the proceedings in a manner consistent with College District procedures.

Conflict of Interest Prohibited

No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall have a conflict of interest or bias.

Training

A person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law and College District procedures.

Days

"Days" shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Extension of Timelines

Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an extension and the reason for the extension. A limited delay determined to be necessary so as not to impede a criminal or regulatory investigation shall constitute good cause for an extension of timelines established by this policy and associated procedures.

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

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of a formal complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within ten days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process.

Formal Resolution

If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation.

Supportive Measures

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to prevent prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive measures include work accommodations, such as leaves of absence or administrative leave; mutual restrictions on contact between the parties; counseling and health services; and increased security and monitoring of certain areas of the campus.

College District Investigation

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

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

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

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

Concluding the Investigation

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

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| | <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> |
| <p>Notification of the Report</p> | <p>The Title IX coordinator shall provide the investigation report, within the extent permitted by law, to the complainant and the respondent promptly following receipt. The parties shall be given ten days to respond to the report.</p> |
| <p>College District Action</p> | <p>The Title IX coordinator shall submit the investigation report to the vice president for human resources promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.</p> <p>The vice president for human resources or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed ten days. The hearing shall be conducted in accordance with law and College District procedures.</p> <p>After the hearing, the vice president for human resources or designee shall determine whether each individual allegation of prohibited conduct occurred using a preponderance of evidence standard and determine the appropriate disciplinary or corrective action. In making the determination, the vice president for human resources 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 vice president for human resources 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> |
| <p>Disciplinary or Corrective Action</p> | <p>If the vice president for human resources 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>The College District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.</p> <p>Examples of disciplinary or corrective action may include:</p> <ul style="list-style-type: none">• Implementing the disciplinary measures described in DH and the DM series for employees or FM for students;• Providing a training program for those involved in the complaint; |

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

Exception

The College District shall minimize attempts to require a complainant to resolve the problem directly with the person who engaged in the harassment; however, if that is the most appropriate resolution method, the College District shall be involved in an appropriate manner.

Improper Conduct

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

Dismissal of Complaint

Mandatory Dismissal

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

Permissive Dismissal

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

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

Notice of Dismissal

Upon dismissal of a complaint, the Title IX coordinator or the vice president for human resources 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 FFDA, as appropriate.

Examples

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

Failure to Report and False Claims

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

Appeal

Discipline or
Corrective Action

Employees

- Suspension Without Pay or Termination of Contract Employees
- Other Action

If the vice president for human resources or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the vice president for human resources or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.

If the vice president for human resources or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the vice president for human resources or designee shall inform the employee that the employee may appeal the determination within ten days in accordance with DGBA beginning at Level Three.

Students

Suspension

If the vice president for human resources 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

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| | <p>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.</p> |
| <p>Expulsion</p> | <p>If the vice president for human resources or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President to schedule an expulsion hearing before the Board in accordance with FMA.</p> |
| <p>Other Action</p> | <p>If the vice president for human resources or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the vice president for human resources 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.</p> |
| <p>Other Appeals</p> | <p>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]</p> |
| <p>Complaints Filed with State or Federal Agencies</p> | <p>A party shall be informed of any right to file a complaint with appropriate state or federal agencies.</p> |
| <p>Records Retention</p> | <p>Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]</p> |
| <p>Access to Policy, Procedures, and Related Materials</p> | <p>Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to applicants for admission and employment and annually to College District employees, students, and parents or guardians of dual credit students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials and any materials used to train a person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator shall also be prominently published on the College District's website on a dedicated page accessible through a clear link on the homepage, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to an employee who makes a report.</p> |

¹ Title IX Coordinator email: <mailto:EVasquezLGuu@alvincollege.edu>

² Title IX/Sexual Misconduct webpage:

<https://www.alvincollege.edu/student-information/Title-IX.html>

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

**Statement of
Nondiscrimination**

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

Definitions

Discrimination

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

*Sexual Harassment
By an Employee*

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

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

By Others

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

Sexual Violence

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

Dating Violence

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

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

*Domestic
Violence*

"Domestic violence" means violence committed by:

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

Stalking

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

For the purposes of this definition:

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

Examples

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

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

Gender-Based Harassment

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

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

Examples

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

Prohibited Conduct

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

Complainant

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

Respondent

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

Confidential Employee

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

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| | <p>nonprofessional counselor or advocate designated in administrative procedures as a confidential source.</p> |
| Reporting Procedures | <p>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.</p> |
| Student Report | <p>Any student who believes that the student has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to the Title IX coordinator, the College President, or another employee. A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation. A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| <i>Exception</i> | <p>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.</p> |
| Employee Report | <p>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.</p> <p>A report against the College President must also be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p> |
| <i>Exceptions</i> | <p>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</p> |
| Disclosure at Event | |

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

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| 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: Ms. Lilly Guu, Director of Accessibility and Counseling Services Dr. Estevan Vasquez, Director of Athletics Address: 3110 Mustang Rd., Alvin, TX 77511 Telephone: (281) 756-3533 (281) 756-3690 Email: Title IX Coordinator email ¹ Webpage: Title IX/Sexual Misconduct webpage ² |
| 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. |

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| 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. If the Title IX coordinator determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the Title IX coordinator shall refer the complaint for consideration under the appropriate policy. |
| <i>Request Not to Investigate</i> | The complainant may request that the College District not investigate the allegations. If the complainant requests that the allega- |

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

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

Formal Complaint To be considered a formal complaint under Title IX, the complainant or the Title IX coordinator must sign the written report.

Notice to Parties 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.

If the allegations are subsequently amended, the College District shall provide an updated notice reflecting the new allegations.

Informal Resolution The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution of the complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within ten days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process. This process is not available in situations where an employee is alleged to have sexually harassed a student.

Formal Resolution If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation, except as provided below at Criminal or Regulatory Investigation.

Supportive Measures If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to address prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive

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

**College District
Investigation**

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

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

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

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

**Criminal or
Regulatory
Investigation**

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

**Concluding the
Investigation**

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

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

Notification of the
Report

The Title IX coordinator shall provide the investigation report, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the complainant and the respondent promptly following receipt. The parties shall be given ten days to respond to the report.

**College District
Action**

The Title IX coordinator shall submit the investigation report and any response from the parties to the dean of student support promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.

The dean of student support 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.

After the hearing, the dean of student support 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 dean of student support 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 dean of student support or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.

Disciplinary or
Corrective Action

If the dean of student support 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.

Examples of disciplinary or corrective action may include:

- 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;

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

Exception

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

Improper Conduct

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

Dismissal of Complaint

Mandatory Dismissal

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

Permissive Dismissal

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

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

Notice of Dismissal

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

Confidentiality

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

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

Retaliation

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

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

Examples

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

Failure to Report and False Claims

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

Appeal

**Discipline or
Corrective Action**

Students

Suspension

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

Expulsion

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

Other Action

If the dean of student support or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the dean of student support 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.

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| <i>Employee</i> | If the dean of student support or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the dean of student support 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 dean of student support or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the dean of student support 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 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:LGueEvasquez@alvincollege.edu>

² Title IX/Sexual Misconduct webpage:
<https://www.alvincollege.edu/student-information/Title-IX.html>

Note: This policy addresses complaints of discrimination, harassment, and retaliation based on race, color, national origin, religion, age, or disability targeting students. For legally referenced material relating to this subject matter, see FA(LEGAL). For discrimination, harassment, and retaliation targeting employees based on race, color, national origin, religion, age, or disability, see DIAB.

Statement of Nondiscrimination

The College District prohibits discrimination, including harassment, against any student on the basis of race, color, national origin, disability, religion, age, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy and is prohibited.

Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, national origin, disability, religion, age, or on any other basis prohibited by law, that adversely affects the student.

Prohibited Harassment

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, national origin, disability, age, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct limits or denies a student's ability to participate in or benefit from the College District's educational program.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Retaliation

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

Examples

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

False Claims

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College District investigation

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| | regarding discrimination or harassment shall be subject to appropriate disciplinary action. |
| Prohibited Conduct | In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct. |
| Reporting Procedures | Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a responsible employee. |
| Student Report | |
| Employee Report | Any College District employee who suspects and any responsible employee who receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate College District official listed in this policy and shall take any other steps required by this policy. |
| <i>Exceptions</i> | <p>A person who holds a professional license requiring confidentiality, such as a counselor, or who is supervised by such a person shall not be required to disclose a report of prohibited conduct without the student's consent.</p> <p>A person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source shall not be required to disclose information regarding an incident of prohibited conduct that constitutes personally identifiable information about a student or other information that would indicate the student's identity without the student's consent, unless the person is disclosing information as required for inclusion in the College District's annual security report under the Clery Act. [See GCC]</p> |
| Responsible Employee | <p>For purposes of this policy, a "responsible employee" is an employee:</p> <ol style="list-style-type: none">1. Who has the authority to remedy prohibited conduct.2. Who has been given the duty of reporting incidents of prohibited conduct.3. Whom a student reasonably believes has the authority to remedy prohibited conduct or has been given the duty of reporting incidents of prohibited conduct. <p>The College District designates the following persons as responsible employees: any instructor, any administrator, or any College District official defined below.</p> |
| Definition of College District Officials | For the purposes of this policy, College District officials are the ADA/Section 504 coordinator and the College President. |

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| ADA / Section 504 Coordinator | Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The College District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands the requirements of Section 504 of the Rehabilitation Act of 1973, as amended: |
| | Name: Lilly Guu Dr. Estevan Vasquez Position: Director of Accessibility and Counseling Services Athletics Address: 3110 Mustang Rd., Alvin, TX 77511 Telephone: (281) 756-3533 (281) 756-3690 |
| Other Anti-discrimination Laws | The College President or designee shall serve as coordinator for purposes of College District compliance with all other antidiscrimination laws. |
| Alternative Reporting Procedures | A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the ADA/Section 504 coordinator, may be directed to the College President. A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation. |
| Timely Reporting | Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the College District's ability to investigate and address the prohibited conduct. |
| Investigation of the Report | The College District may request, but shall not require, a written report. If a report is made orally, the College District official shall reduce the report to written form. |
| Initial Assessment | Upon receipt or notice of a report, the College District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official shall immediately authorize or undertake an investigation, except as provided below at Criminal Investigation. If the College District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the College District official shall refer the complaint for consideration under the appropriate policy. |

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| Interim Action | If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the College District shall promptly take interim action calculated to address prohibited conduct prior to the completion of the College District's investigation. |
| College District Investigation | <p>The investigation may be conducted by the College District official or a designee or by a third party designated by the College District, such as an attorney. The investigator shall have received appropriate training regarding the issues related to the complaint and the relevant College District's policy and procedures.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p> |
| Criminal Investigation | If a law enforcement or regulatory agency notifies the College District that a criminal or regulatory investigation has been initiated, the College District shall confer with the agency to determine if the College District's investigation would impede the criminal or regulatory investigation. The College District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has completed gathering its evidence, the College District shall promptly resume its investigation. |
| Concluding the Investigation | <p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the College District to delay its investigation, the investigation should be completed within ten College District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall be filed with the College District official overseeing the investigation.</p> |
| <i>Notification of the Outcome</i> | The College District shall provide written notice of the outcome, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the victim and the person against whom the complaint is filed. |
| College District Action | If the results of an investigation indicate that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct, in accordance with College District policy and procedures [see FM and FMA]. |
| Prohibited Conduct | |

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| <i>Corrective Action</i> | Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the College District community, counseling for the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving students in efforts to identify problems and improve the College District climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the College District's policy against discrimination and harassment. |
| Improper Conduct | If the investigation reveals improper conduct that did not rise to the level of prohibited conduct, the College District may take disciplinary action in accordance with College District policy and procedures or other corrective action reasonably calculated to address the conduct. |
| Confidentiality | To the greatest extent possible, the College District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law. |
| Appeal | A party who is dissatisfied with the outcome of the investigation may appeal through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members] A party shall be informed of his or her right to file a complaint with the U.S. Department of Education Office for Civil Rights. |
| Records Retention | Retention of records shall be in accordance with the College District's records retention procedures. [See CIA] |
| Access to Policy, Procedures, and Related Materials | Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed annually to College District employees and students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials shall also be prominently published on the College District's website, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to a student who makes a report. |

19. **Consider Approval of MT2 Contract to Remediate Firing Range**



Robert J. Exley, PhD
President

Your College **Right Now**

MEMORANDUM NO: 032-2024

TO: Board of Regents

FROM: Robert J. Exley, PhD *RJE*

DATE: February 7, 2024

SUBJECT: Firing Range Dismantlement/Removal – Metal Treatment Technologies, LLC

Over the past several months, the College, by virtue of the Emergency Purchase Delegation granted by this Board in October 2023, engaged Metal Treatment Technologies, LLC (MT2) to provide required and necessary remediation services for the gun shot residue (GSR) in the former Police Academy (building N). The initial remediation and reconstruction work are scheduled for completion no later than March 8, 2024. This work has included the entire portion of building N housing classrooms, faculty offices, and labs used by the Law Enforcement Academy, Process Technology, and Computer-assisted Drafting and Design faculty and students.

The final stage for this project is the Firing Range with all of the attendant ventilation system as well as the former office space included in this portion of the building.

It is recommended that the College continue to utilize MT2 for the remediation of the remainder of the building which houses the Firing Range. By doing so Building N will be certified as a safe building and, with some exceptions, be available for use and is insurable.

Purchasing staff has worked with the College's General Counsel to ascertain the best procurement method to complete this project. It has been determined that State of Texas and ACC Procurement rules are met and satisfied for this purchase by the utilization of the cooperative contract solicited and awarded by the Purchasing Cooperative of America # OD-349-21 Firing Range Services & Related Items for the remediation services and Sec 2155.067 of the Texas Government Code (Proprietary Purchases) for the required and necessary removal of the target berm and the ceiling which are not covered by a cooperative.

Moving forward after this phase of the project, we anticipate a need for an architect firm and a project manager for the conversion of the current firing range space to permanent storage space. Once those roles are filled, Purchasing will conduct a solicitation to secure a Job-Order Contractor (JOC) to complete the space for use.

Staff recommends that the Board authorize the President to negotiate and enter into an agreement with Metal Treatment Technologies, LLC (MT2) for services required for the final remediation and "safe" building certification for an amount not to exceed \$ 484,114.00.

RJE:tg

20. **Consider Approval of Server Backup Solution Replacement**



Robert J. Exley, PhD
President

Your College Right Now

MEMORANDUM NO: 039-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 9, 2024
SUBJECT: Server Backup Solution Replacement

Alvin Community College depends on technology to serve our students, employees, and community. A robust and efficient data backup solution ensures the College’s ability to withstand unexpected data loss due hardware or software failure, disaster, or human-caused incidents. ACC IT Services presently utilizes Barracuda Backup solutions to protect College data. The contract is scheduled to renew on April 29, 2024.

The ACC IT Operations team has worked with multiple solution providers to identify alternatives to our current provider Barracuda. Table 1 below provides a comparison of the options.

Table 1. Options for Server Backup Solution Replacement

| Solution Provider | Platform | 3-Year Agreement |
|--------------------|------------------|------------------|
| Calian Corporation | Cohesity | \$ 198,663.00 |
| CDW-Government | Barracuda Backup | \$ 234,410.72 |
| InNet | Kaseya Backup | \$ 312,663.42 |

Staff recommends replacing the Barracuda Backup solution with a Cohesity backup solution.

The recommended system includes an on-premises appliance with redundant storage and power and securely replicates backup jobs to Cohesity’s cloud while also providing cloud-to-cloud backup services for the College’s Microsoft 365 environment. The comprehensive solution protects backups from accidental or intentional deletion and ransomware attacks, and allows for complete restoration of operating systems, installed applications, and data.

Calian Corporation (Texas DIR-TSO-4288) has provided Quote #088434 for \$116,233.00 for 36 months of protection for on-premises servers, and twelve (12) months of protection for Microsoft 365 cloud-based services. The 12-month offer allows for greater flexibility as the number of user mailboxes fluctuates. Quote #088536 for \$4,000.00 provides training for the College’s IT Operations team, and a Statement of Work for \$10,930.00 provides professional services for installation and configuration. The anticipated 3-year agreement totals \$198,663.

Table 2 below provides details of the Cohesity Solution.

Table 2. Details of Cohesity Solution

| COHESITY SOLUTION | | | |
|--|-------------------|---------------------|---------------------|
| Description | Year 1 | Year 2 (EST) | Year 3 (EST) |
| Quote 088434 | | | |
| • On-Premise Device (One Time) | \$ 23,459 | | |
| • Support (3 Year) | \$ 7,793 | | |
| • Cabling (One Time) | \$ 480 | | |
| • Cloud Replication (3 Year) | \$ 46,215 | | |
| • MS 365 Cloud-to-Cloud (Annual) | \$ 33,750 | \$ 33,750 | \$ 33,750 |
| • Cloud-to-Cloud Install (One Time) | \$ 4,536 | | |
| <i>Quote 088434 Total</i> | <i>\$ 116,233</i> | | |
| Quote 088536 – Training (One Time) | \$ 4,000 | | |
| Scope of Work – Implementation (One Time) For installation and configuration. | \$ 10,930 | | |
| Annual Estimated Total | \$ 131,163 | \$ 33,750 | \$ 33,750 |
| 3-Year Total | | | \$ 198,663 |

It is recommended that the Board of Regents authorize the President to enter into a 36-month contract with Calian Corporation for the purchase of the Cohesity backup solution at a cost of \$198,663.00.

RJE:tg

21. **Consider Approval of ACC Internet and Connectivity Upgrades**



Robert J. Exley, PhD
President

Your College **Right Now**

MEMORANDUM NO: 031-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 7, 2024
SUBJECT: ACC Internet and Connectivity Upgrades

Alvin Community College depends on technology to serve our students, employees, and community. ACC IT Services has collaborated with Alvin ISD’s Technology Department to provide additional services to the College via an Interlocal Agreement (ILA). Working together the agreement will allow ACC to leverage Alvin ISD’s existing fiber networks and services in a cost-efficient manner benefitting both organizations.

Redundant Internet Connection: ACC currently connects to the Internet via a singular Comcast connection. EZEE Fiber has provided quote number 202311-ACC-2DF-AISDTECH to connect ACC’s network to existing AISD fiber installed along Mustang Road. The proposed ILA provides for a secondary Internet connection that will provide resiliency and increased bandwidth to meet the College’s evolving needs.

Connectivity to ACC West Location: EZEE Fiber has provided quote number 202311-ACC-2DF-ManvelMansion to connect AISD’s fiber network, terminating at Dr. Red Duke Elementary to the ACC West location on Magnolia Parkway. Through the ILA, AISD will segment ACC traffic and securely route communications between ACC’s main campus and ACC West.

| | 5-Year Lease | Annual | Years 6+ (Annual) |
|---------------------------------|-----------------------------|----------|-------------------|
| EZEE Fiber | | | |
| ACC to AISD Fiber | \$20,174 | | \$1,200 |
| AISD to ACC West | \$41,094 | | \$1,200 |
| AISD / ACC Interlocal Agreement | | \$15,000 | \$15,000 |
| | | | |
| | Initial 5-Year Costs | | Years 6+ |
| TOTAL | \$121,268 | | \$17,400 |

EZEE Fiber, CO-OP CONTRACT NUMBER, has worked successfully with AISD on numerous projects, are familiar with the AISD’s network topography and configuration, and are highly recommended by AISD Technology Department.

It is recommended that the Board of Regents authorize the President to execute the attached Interlocal Agreement with Alvin Independent School District and enter into a contract with EZEE Fiber with expected five-year costs of \$121,268 to leverage AISD’s network for connection to the Internet and the ACC West location.

RJE:tg

22. **Consider Approval of Purchase of Tractor for Physical Plant**



Robert J. Exley, PhD
President

Your College  Right Now

MEMORANDUM NO: 030-2024

TO: Board of Regents

FROM: Robert J. Exley, PhD 

DATE: February 7, 2024

SUBJECT: Recommendation for Purchase of Tractor for Physical Plant

Alvin Community College has 114 acres of property to maintain with significant portions being undeveloped. The open acreage requires extensive groundskeeping (mowing, edging, tree maintenance, landscaping, etc.) which in turn necessitates the College's investment in appropriate equipment. Campus curb appeal is an extremely important item for several reasons including being good stewards of public resources and enhancing recruitment and enrollment efforts.

The College presently owns a 2010 Kubota Tractor and the age of this equipment combined with extensive use, results in continuous repairs and maintenance with attendant down time.

The recently completed landscaping project includes multiple small parking lot islets with trees and necessitates routine watering. This task is currently being completed using a small portable tank loaded into the back of a pickup truck requiring multiple trips to refill the tank. The recommended purchase will include a 500-gallon watering trailer, as a right-sized capacity watering trailer will greatly reduce the amount of time to complete the watering task.

College personnel, working with Purchasing to assure compliance with procurement laws, contacted two regional providers of similar equipment who are also contractors on approved cooperatives.

King Ranch Ag and Turf in League City (Source well Cooperative # 94051) offered to provide a new John Deere unit for \$102,228.50 with a trade-in of the Kubota unit for \$14,000, for a net cost of \$88,228.50. Alvin Tractor provided a similar quote for a cost of \$91,331.15 through the Buyboard cooperative. The purchased unit will include a grooming mower, root grapple and 500-gallon watering trailer (for watering parking lot islands and other hard to reach areas).

Staff recommends that the Board of Regents authorize the President or his designee to purchase a tractor and related items as described above from King Ranch Ag and Turf in the amount of \$88,228.50.

RJE:tg

23. **Consider Approval of Tuition and Fees for 2024-2025**



Your College > **Right Now**

Robert J. Exley, PhD
President

MEMORANDUM NO: 044-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 12, 2024
SUBJECT: Tuition and Fees Proposed for 2024

Attached you will find Fee Recommendations for 2024. The majority of these fee increases are pass through costs that are adjustments to fees that are then charged to the student in a course fee. There is an increase of \$3 per semester credit hour for the General Service Fee which is a fee used to purchase items such as equipment, furniture or to help with small campus repairs and/or renovations. This increase should yield approximately an additional \$160,000 for these types of expenditures.

RJE:tg

2024-2025 Fee Recommendations (EMT, NURSING, RESPIRATORY AND MHAC DEPARTMENTS IN DIVISION 3)

| Department | Requested By | Description of Request | Old Fee | Amt of Increase/ Decrease | Updated or New Fee | Rationale | Effective Date |
|--|--------------|--|---------|---------------------------|--------------------|---|----------------|
| EMMT | Brian Ayres | Add testing fee to EMSP 1205 | \$0 | \$52 | \$52 | Add use of computer based testing for dual credit students | Fall 2024 |
| Nursing | E. Saucedo | RNSG-1327 ATI fee (to 684) and ExamSoft fee (to 30) | \$665 | \$49 | \$714 | ATI price increase of \$49 | Summer 2025 |
| Nursing | E. Saucedo | RNSG-1523: ATI fee (to 342) and ExamSoft fee (to 30) | \$360 | \$12 | \$372 | ATI price increase of \$12 | Fall 2024 |
| Nursing | E. Saucedo | RNSG-2504: ATI fee (to 342) and ExamSoft fee (to 30) | \$360 | \$12 | \$372 | ATI price increase of \$12 | Spring 2025 |
| Nursing | E. Saucedo | RNSG-2514 ATI fee (to 330) and ExamSoft fee (to 30) | \$350 | \$10 | \$360 | ATI price increase of \$10 | Fall 2024 |
| Nursing | E. Saucedo | RNSG-2435 ATI fee (to 330) and ExamSoft fee (to 30) | \$350 | \$10 | \$360 | ATI price increase of \$10 | Spring 2025 |
| Nursing | T. McTaggart | VNSG-1160 ATI Fees increase \$5 | \$435 | \$5 | \$440 | ATI price increase. | Summer 2025 |
| Nursing | T. McTaggart | VNSG-1660 ATI Fees increase \$5 and My Clinical Exchange Fee \$20 | \$435 | \$25 | \$460 | ATI price increase. Clinical facilities now requiring nursing programs to use My Clinical Exchange for clinical placement | Fall 2024 |
| Nursing | T. McTaggart | VNSG-1661 ATI Fees increase \$5 and My Clinical Exchange Fee \$20 | \$435 | \$25 | \$460 | ATI price increase. Clinical facilities now requiring nursing programs to use My Clinical Exchange for clinical placement | Spring 2025 |
| Respiratory | M. McKinney | RSPT-2362 My Clinical Exchange Fee \$20 | \$100 | \$20.00 | \$120.00 | Our main clinical affiliate has adopted MyClinical Exchange so we need to extend access from 3 semesters to four. | Spring 2025 |
| MHAC (Mental Health Addition Counseling) | Deb Fontenot | To charge the student for the cost of a new malpractice insurance. | \$0 | \$9 per semester | \$9 per semester | New Malpractice Insurance required for this class. | Fall 2024 |

2024-2025 Fee Recommendations (WELDING DEPARTMENT IN DIVISION 4)

| Department | Requested By | Description of Request | Old Fee | Amount of Increase/Decrease | Updated or New Fee | Rationale | Effective Date |
|------------|---------------|---|---------|-----------------------------|--------------------|---|----------------|
| WLDG | Leroy Brigman | WLDG 1323 - Add Module Test Fee, and NCCER Registration Fee | \$0 | \$43 | \$43 | NCCER Fees are for globally recognized, credentials students will keep for life that employers can easily access, track and verify online. | Fall 24 |
| WLDG | Leroy Brigman | WLDG 1200 - Add Module Test Fee | \$0 | \$10 | \$10 | NCCER Fees are for globally recognized, credentials students will keep for life that employers can easily access, track and verify online. | Fall 24 |
| WLDG | Leroy Brigman | WLDG 1428 - Add Module Test Fee | \$0 | \$8 | \$8 | NCCER Fees are for globally recognized, credentials students will keep for life that employers can easily access, track and verify online. | Fall 24 |
| WLDG | Leroy Brigman | WLDG 1457 - Add Module Test Fee, and NCCER Registration Fee | \$0 | \$31 | \$31 | NCCER Fees are for globally recognized, credentials students will keep for life that employers can easily access, track and verify online. | Fall 24 |
| WLDG | Leroy Brigman | WLDG 1313 - Add Module Test Fee | \$0 | \$8 | \$8 | NCCER Fees are for globally recognized, credentials students will keep for life that employers can easily access, track and verify online. | Fall 24 |
| WLDG | Leroy Brigman | WLDG 1307 - Add Module Test Fee | \$0 | \$4 | \$4 | NCCER Fees are for globally recognized, credentials students will keep for life that employers can easily access, track and verify online. | Fall 24 |
| WLDG | Leroy Brigman | WLDG 1434 - Add Module Test Fee | \$0 | \$2 | \$2 | NCCER Fees are for globally recognized, credentials students will keep for life that employers can easily access, track and verify online. | Fall 24 |
| WLDG | Leroy Brigman | WLDG 1430 - Add Module Test Fee, and NCCER Registration Fee | \$0 | \$29 | \$29.00 | NCCER Fees are for globally recognized, credentials students will keep for life that employers can easily access, track and verify online. | Fall 24 |

| | | | | | | | |
|------|---------------|---|-----|-------|----------|--|---------|
| WLDG | Leroy Brigman | WLDG 1435 - Add Module Test Fee | \$0 | \$4 | \$4 | NCCER Fees are for globally recognized, credentials students will keep for life that employers can easily access, track and verify online. | Fall 24 |
| WLDG | Leroy Brigman | WLDG 2413 - Add Module Test Fee | \$0 | \$4 | \$4 | NCCER Fees are for globally recognized, credentials students will keep for life that employers can easily access, track and verify online. | Fall 24 |
| WLDG | Leroy Brigman | WLDG 2406 - Add Module Test Fee, and NCCER Registration Fee | \$0 | \$29 | \$29.00 | NCCER Fees are for globally recognized, credentials students will keep for life that employers can easily access, track and verify online. | Fall 24 |
| WLDG | Leroy Brigman | WLDG 2406 - Add Maverick Welding Certification Test Fee | \$0 | \$225 | \$225.00 | The Maverick Welding Certification Test is an industry standard welding test that many employers give as a pre-employment test. This is an Industry Recognized Certification that will help students gain employment above an entry level positions. | Fall 24 |
| | | | | | | | |

24. **Financial Report**



Robert J. Exley, PhD
President

Your College **Right Now**

MEMORANDUM NO: 028-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 1, 2024
SUBJECT: Financial Report Ending December 31, 2023

Mr. Karl Stager will provide the monthly financial report for the board.

The monthly report will provide an update of our revenues and expenses year-to-date compared to our budget projections for the 2023-2024 fiscal year. Table 1 provides an overview.

Table 1.

| <i>Revenues</i> | <i>M&O Budget</i> | <i>M&O Actual</i> | <i>% of Budget</i> | <i>Remaining Budget</i> |
|-------------------------------------|-----------------------|-----------------------|--------------------|-------------------------|
| <i>Total Operating Revenues</i> | 7,056,349 | 5,511,073 | 78.10% | (1,545,276) |
| <i>Total Non-Operating Revenues</i> | 38,915,806 | 18,601,388 | 47.80% | (20,314,418) |
| <i>Total Revenues</i> | 45,972,155 | 24,112,461 | 52.45% | (21,859,694) |

| <i>Expenses</i> | <i>M&O Budget</i> | <i>M&O Actual</i> | <i>% of Budget</i> | <i>Remaining Budget</i> |
|---------------------------------|-----------------------|-----------------------|--------------------|-------------------------|
| <i>Total Operating Expenses</i> | 45,972,155 | 13,000,350 | 28.28% | 32,971,805 |

This represents four months of the fiscal year, with operating revenues on track and expenses consistent with projections.

RJE:tg

Alvin Community College
Consolidated Statements of Net Assets

| | <u>December 31, 2023</u> | <u>December 31, 2022</u> | <u>Variance</u> | <u>Explanations/Descriptions</u> |
|---|--------------------------|--------------------------|--------------------|---|
| Current Assets | | | | |
| Cash and cash equivalents | 18,868,933 | 15,658,264 | 3,210,669 | |
| Short-term investments | 17,123,282 | 16,869,834 | 253,448 | |
| Accounts receivable, net | 3,363,647 | 3,458,785 | (95,138) | Installment Plans outstanding, billing outstanding to sponsors and third parties, grant billings, and CE billings |
| Prepays | 499,804 | 3,566 | 496,238 | Travel advances and prepaid expenses |
| Inventories | 221,628 | 230,722 | (9,094) | |
| Total Current Assets | <u>40,077,294</u> | <u>36,221,171</u> | <u>3,856,123</u> | |
| Noncurrent assets | | | | |
| Long-term investments | 1,000,000 | 1,000,000 | - | |
| Capital assets, net | 47,029,435 | 47,360,309 | (330,874) | |
| Total Assets | <u>88,106,729</u> | <u>84,581,480</u> | <u>3,525,249</u> | |
| Deferred Outflows of Resources | | | | |
| Deferred outflows - pensions | 3,175,990 | 2,742,173 | 433,817 | TRS pension |
| Deferred outflows - OPEB | 7,089,514 | 9,508,808 | (2,419,294) | OPEB |
| Total Deferred Outflows of Resources | <u>10,265,504</u> | <u>12,250,981</u> | <u>(1,985,477)</u> | |
| Liabilities | | | | |
| Accounts payable & accrued liabilities | 160,052 | 200,478 | (40,426) | |
| Net pension liability | 10,460,057 | 4,646,479 | 5,813,578 | |
| Net OPEB liability | 22,655,135 | 30,508,483 | (7,853,348) | |
| Funds held for others | 47,702 | 53,183 | (5,481) | Agency funds - groups, clubs, etc on campus |
| Deferred revenues | - | 202,211 | (202,211) | Grants paid in advance and fall registrations |
| Compensated absences | 536,436 | 506,807 | 29,629 | |
| Bonds payable, net of premiums | 3,120,000 | 4,665,000 | (1,545,000) | Annual payment |
| Tax note payable, net of premiums | 18,820,000 | 19,640,000 | (820,000) | Annual payment |
| Total Liabilities | <u>55,799,382</u> | <u>60,422,641</u> | <u>(4,623,259)</u> | |
| Deferred Inflows of Resources | | | | |
| Deferred inflows - pensions | 1,773,321 | 1,987,835 | (214,514) | TRS pension |
| Deferred inflow - OPEB | 5,969,497 | 7,293,974 | (1,324,477) | OPEB |
| Deferred inflow - premium on tax note | 2,147,673 | 2,332,712 | (185,039) | |
| Total Deferred Inflows of Resources | <u>9,890,491</u> | <u>11,614,521</u> | <u>(1,724,030)</u> | |
| Net Assets | | | | |
| Fund Balance - Equity | 32,682,360 | 24,795,299 | 7,887,061 | |
| Total Net Assets | <u>32,682,360</u> | <u>24,795,299</u> | <u>7,887,061</u> | |

Alvin Community College
Consolidated Statements of Revenue and Expense
December 31, 2023 and December 31, 2022

| | Year-To-Date | | | | | Prior Year-To-Date | | | | |
|---|------------------------|--------------------|---------------------|---------------------|---------------|------------------------|--------------------|---------------------|---------------------|---------------|
| | All Other Funds Actual | M&O Actual | Amended M&O Budget | Remaining Budget | % of Budget | All Other Funds Actual | M&O Actual | Amended M&O Budget | Remaining Budget | % of Budget |
| Revenues | | | | | | | | | | |
| Operating revenues | | | | | | | | | | |
| Tuition and fees | 1,274,944 | 5,485,052 | 6,986,349 | (1,501,297) | 78.51% | 1,175,166 | 4,876,447 | 6,688,719 | (1,812,272) | 72.91% |
| Federal grants and contracts | 3,070,950 | - | - | - | 0.00% | 2,802,209 | - | - | - | 0.00% |
| State grants | 377,270 | - | - | - | 0.00% | 233,466 | - | - | - | 0.00% |
| Local grants | 174,014 | - | - | - | 0.00% | 137,717 | - | - | - | 0.00% |
| Auxiliary enterprises | 967,380 | - | - | - | 0.00% | 811,018 | - | - | - | 0.00% |
| Other operating revenues | 57,030 | 26,021 | 70,000 | (43,979) | 37.17% | 68,651 | 15,412 | 70,000 | (54,588) | 22.02% |
| Total operating revenues | 5,921,588 | 5,511,073 | 7,056,349 | (1,545,276) | 78.10% | 5,228,227 | 4,891,859 | 6,758,719 | (1,866,860) | 72.38% |
| Expenses | | | | | | | | | | |
| Operating expenses | | | | | | | | | | |
| Administrative | - | 3,329,104 | 10,571,449 | 7,242,345 | 31.49% | - | 3,005,796 | 8,960,337 | 5,954,541 | 33.55% |
| Institutional | - | 2,289,240 | 9,791,197 | 7,501,957 | 23.38% | - | 1,756,733 | 7,911,150 | 6,154,417 | 22.21% |
| Technical Instruction | - | 2,133,687 | 7,017,593 | 4,883,906 | 30.40% | - | 2,035,812 | 6,546,064 | 4,510,252 | 31.10% |
| Academic Instruction | - | 2,848,997 | 8,990,048 | 6,141,031 | 31.69% | - | 2,375,761 | 8,362,715 | 5,786,954 | 30.80% |
| Student Services | - | 1,456,122 | 4,885,081 | 3,428,959 | 29.81% | - | 1,355,722 | 4,725,992 | 3,370,270 | 28.69% |
| Physical Plant | - | 943,199 | 4,716,787 | 3,773,588 | 20.00% | - | 783,986 | 3,564,791 | 2,780,805 | 21.99% |
| Unbudgeted Unrestricted (Fund 12) | 628,682 | - | - | - | 0.00% | 458,036 | - | - | - | 0.00% |
| Continuing Education | 231,126 | - | - | - | 0.00% | 204,635 | - | - | - | 0.00% |
| Auxiliary Enterprises | 921,278 | - | - | - | 0.00% | 793,439 | - | - | - | 0.00% |
| Local Grants | 3,435 | - | - | - | 0.00% | 5,000 | - | - | - | 0.00% |
| TPEG | 88,372 | - | - | - | 0.00% | 100,406 | - | - | - | 0.00% |
| Institutional Scholarships | 75,472 | - | - | - | 0.00% | 65,639 | - | - | - | 0.00% |
| State Grants | 322,926 | - | - | - | 0.00% | 233,466 | - | - | - | 0.00% |
| Federal Grants | 3,277,302 | - | - | - | 0.00% | 2,802,209 | - | - | - | 0.00% |
| Donor Scholarships | 145,466 | - | - | - | 0.00% | 144,436 | - | - | - | 0.00% |
| Unexpended Plant Fund | 151,312 | - | - | - | 0.00% | 156,747 | - | - | - | 0.00% |
| Depreciation | - | - | - | - | 0.00% | - | - | - | - | 0.00% |
| Debt Retirement | 1,705 | - | - | - | 0.00% | 1,500 | - | - | - | 0.00% |
| Gain on Sale of Property | - | - | - | - | 0.00% | - | - | - | - | 0.00% |
| Tax insurance Note | (75,481) | - | - | - | 0.00% | (161,520) | - | - | - | 0.00% |
| Total operating expenses | 5,773,596 | 13,000,350 | 45,972,155 | 32,971,805 | 28.28% | 4,803,993 | 11,513,811 | 40,071,049 | 28,557,238 | 28.73% |
| Operating Gain/(Loss) | 147,993 | (7,489,277) | (38,915,806) | (34,517,081) | | 424,234 | (6,621,952) | (33,312,330) | (30,424,098) | |
| Nonoperating revenues | | | | | | | | | | |
| State appropriations* | - | 4,763,027 | 9,526,054 | (4,763,027) | 50.00% | - | 3,262,677 | 7,587,622 | (4,324,945) | 43.00% |
| Property tax revenue - Current | 718,718 | 13,491,737 | 28,889,752 | (15,398,015) | 46.70% | 827,285 | 12,985,628 | 25,599,708 | (12,614,080) | 50.73% |
| Property tax revenue - Delinquent | 25,267 | 52,326 | - | 52,326 | 0.00% | 3,054 | 42,174 | - | 42,174 | 0.00% |
| Property tax revenue - Interest & Penalties | 1,994 | 24,978 | - | 24,978 | 0.00% | 1,107 | 14,985 | - | 14,985 | 0.00% |
| Investment income | 17,608 | 252,824 | 500,000 | (247,176) | 50.56% | 12,148 | 116,674 | 125,000 | (8,326) | 93.34% |
| Other non-operating revenues | 64,392 | 16,496 | - | 16,496 | 0.00% | 67,483 | 11,090 | - | 11,090 | 0.00% |
| Total nonoperating revenues | 827,979 | 18,601,388 | 38,915,806 | (20,314,418) | 47.80% | 911,077 | 16,433,229 | 33,312,330 | (16,879,101) | 49.33% |
| Provided by the State | | | | | | | | | | |
| Revenue for Insurance and Retirement | - | 754,220 | - | 754,220 | 0.00% | - | 878,144 | - | 878,144 | 0.00% |
| State Insurance Match | - | (297,643) | - | (297,643) | 0.00% | - | (430,983) | - | (430,983) | 0.00% |
| State Retirement Match | - | (284,819) | - | (284,819) | 0.00% | - | (251,192) | - | (251,192) | 0.00% |
| State Reop Insurance | - | (171,758) | - | (171,758) | 0.00% | - | (195,969) | - | (195,969) | 0.00% |
| Increase/(decrease) in net assets | 975,973 | 11,112,111 | - | (54,831,499) | | 1,335,311 | 9,811,277 | - | (47,303,199) | |
| * State Approp portion generated by CE = | 122,886 | | | | | 84,177 | | | | |
| * Institutional Reserve | 19,125,033 | | | | | 15,073,818 | | | | |

Alvin Community College
Consolidated Statements of Revenue and Expense
December 31, 2023 and December 31, 2022

| | Year-To-Date | | | | | Prior Year-To-Date | | | | |
|--|------------------------|--------------|--------------|------------------|-------------|------------------------|--------------|--------------------|------------------|-------------|
| | All Other Funds Actual | M&O Actual | M&O Budget | Remaining Budget | % of Budget | All Other Funds Actual | M&O Actual | Amended M&O Budget | Remaining Budget | % of Budget |
| Revenues | | | | | | | | | | |
| Operating revenues | | | | | | | | | | |
| Total operating revenues | 5,921,588 | 5,511,073 | 7,056,349 | (1,545,276) | 78.10% | 5,228,227 | 4,891,839 | 6,758,719 | (1,866,860) | 72.38% |
| Nonoperating revenues | | | | | | | | | | |
| Total nonoperating revenues | 827,979 | 18,601,388 | 38,915,806 | (20,314,418) | 47.80% | 911,077 | 16,433,229 | 33,312,330 | (16,879,101) | 49.33% |
| Less Expenses | | | | | | | | | | |
| Operating expenses | | | | | | | | | | |
| Total operating expenses | (5,773,596) | (13,000,350) | (45,972,153) | (32,971,803) | 28.28% | (4,803,993) | (11,513,811) | (40,071,049) | (28,557,238) | 28.73% |
| Increase/(decrease) in net assets | 975,972 | 11,112,111 | - | (34,831,499) | | 1,335,311 | 9,811,277 | - | (47,303,199) | |

• State Approp portion generated by CE - 122,886

84,177

• Institutional Reserve 19,125,033

15,073,818

Alvin Community College
Continuing Education Statement of Revenue and Expense
December 31, 2023

| | Year-To-Date | | | | | Net Margin |
|-------------------------------------|----------------|-----------------|-----------------|----------------|----------------|----------------|
| | Actual Revenue | TPEG | Exemptions | Net Revenue | Actual Expense | |
| Administration | 122,886 | 715 | (11,924) | 111,677 | 105,076 | 6,602 |
| Dental Assistant | 3,086 | (185) | | 2,901 | | 2,901 |
| Phlebotomy | - | - | | - | 319 | (319) |
| Health and Medical | - | - | | - | | - |
| Certified Nursing / Medication Aide | 27,278 | (1,637) | | 25,641 | 10,944 | 14,697 |
| Patient Care | 767 | (46) | | 721 | 160 | 561 |
| Biotech | 11,004 | (660) | | 10,344 | 2,759 | 7,585 |
| Truck Driving | 73,060 | (4,250) | | 68,810 | 53,013 | 15,797 |
| Education to Go | 304 | - | | 304 | | 304 |
| Occupational Health & Safety | 1,666 | - | | 1,666 | 742 | 924 |
| Community Programs | 720 | - | | 720 | 589 | 131 |
| Clinical Medical Assistant | 15,276 | (917) | | 14,359 | 5,881 | 8,478 |
| Yoga | - | - | | - | | - |
| Machinist Program | 8,428 | (506) | | 7,922 | 10,430 | (2,508) |
| TWC Pipefitter Program | - | - | | - | | - |
| STRIVE | 92,795 | (5,568) | | 87,227 | 37,127 | 50,100 |
| Corporate College | 2,963 | (57) | | 2,906 | 540 | 2,366 |
| Welding | - | - | | - | - | - |
| Industrial Maintenance | - | - | | - | | - |
| Testing | - | - | | - | 5,546 | (5,546) |
| Total | 360,232 | (13,110) | (11,924) | 335,198 | 233,126 | 102,072 |

*2.58% of the state appropriation for FY22/23 is attributed to CE hours. This funding is used to offset administrative costs.

Alvin Community College
Auxiliary Profit/(Loss) Statement - Year-To Date Through December 31, 2022

| | Parking | Student Activities | Bookstore | Vending | Childcare | Fitness Center | Total |
|--|---------|--------------------|-----------|---------|-----------|----------------|-----------|
| Revenue | | | | | | | |
| Sales & services | 152,213 | | 384,971 | 2,661 | 111,694 | 6,071 | 657,609 |
| Student Fees | | 153,409 | | | | | 153,409 |
| | 152,213 | 153,409 | 384,971 | 2,661 | 111,694 | 6,071 | 811,018 |
| Expenses | | | | | | | |
| Purchases & Returns | | | 304,234 | | | | 304,234 |
| Salaries | 33,855 | 47,441 | 68,835 | | 86,626 | 14,094 | 250,851 |
| Staff Benefits | 9,941 | 8,643 | 15,400 | | 30,549 | 872 | 65,406 |
| Supplies & Other Operating Expenses | 72,089 | 57,473 | 4,976 | 4,998 | 7,246 | 4,434 | 151,216 |
| Equipment | | | 15,220 | | | | 15,220 |
| Building Repairs | | | | | | | - |
| Bank Charges | | | 5,305 | | 1,180 | 27 | 6,512 |
| Contingency | | | | | | | - |
| Scholarships | | | | | | | - |
| | 115,885 | 113,557 | 413,970 | 4,998 | 125,601 | 19,428 | 793,439 |
| Excess revenue over expenses | 36,327 | 39,852 | (28,999) | (2,337) | (13,907) | (13,357) | 17,579 |
| Assets: | | | | | | | |
| Cash & Petty Cash | | | 2,513 | | | | 2,513 |
| Accounts Receivable | | | 22,324 | | | | 22,324 |
| Interfund Receivables | 78,355 | 365,782 | 473,082 | 480 | (46,921) | 33,988 | 904,766 |
| Inventory | | | 230,722 | | | | 230,722 |
| Total Assets | 78,355 | 365,782 | 728,641 | 480 | (46,921) | 33,988 | 1,160,324 |
| Liabilities: | | | | | | | |
| Accounts Payable/Gift Certificates | 8,092 | 1,642 | 22,837 | | 5,393 | 18 | 37,981 |
| Deferred Revenue | | | 9,256 | | | - | 9,256 |
| Deposits | | | | | | | - |
| Total Liabilities | 8,092 | 1,642 | 32,093 | - | 5,393 | 18 | 47,238 |
| Restricted Fund Balance (includes inventories) | | | 230,722 | | | | 230,722 |
| Unrestricted Fund Balance | 70,263 | 364,140 | 465,825 | 480 | (52,314) | 33,970 | 882,364 |
| Total Liabilities & Fund Balance | 78,355 | 365,782 | 728,641 | 480 | (46,921) | 33,988 | 1,160,324 |

Alvin Community College
Auxiliary Profit/(Loss) Statement Year-To-Date Through December 31, 2023 and December 31, 2022

| | Parking | Student Activities | Bookstore | Vending | Childcare | Fitness Center | Total | Prior Year-To-Date |
|--|----------|--------------------|-----------|---------|-----------|----------------|-----------|--------------------|
| Revenue | | | | | | | | |
| Sales & services | 194,823 | | 489,357 | 592 | 123,967 | 6,603 | 815,342 | 657,609 |
| Student Fees | | 152,039 | | | | | 152,039 | 133,409 |
| | 194,823 | 152,039 | 489,357 | 592 | 123,967 | 6,603 | 967,380 | 811,018 |
| Expenses | | | | | | | | |
| Purchases & Returns | | | 475,372 | | | | 475,372 | 304,234 |
| Salaries | 20,417 | 19,623 | 73,675 | | 93,068 | 20,656 | 229,439 | 250,851 |
| Staff Benefits | 5,981 | 4,123 | 19,128 | | 33,074 | 1,640 | 63,946 | 65,406 |
| Supplies & Other Operating Expenses | 57,042 | 18,365 | 6,854 | | 9,257 | 230 | 91,768 | 151,216 |
| Equipment | 51,017 | | | | | | 51,017 | 15,220 |
| Bank Charges | | | 3,879 | | 3,836 | 21 | 9,736 | 6,512 |
| Contingency | | | | | | | - | - |
| Scholarships | | | | | | | - | - |
| | 134,457 | 42,112 | 582,909 | - | 139,234 | 22,567 | 921,278 | 793,439 |
| Excess revenue over expenses | 60,366 | 109,927 | (93,552) | 592 | (15,267) | (15,964) | 46,102 | 17,579 |
| Assets: | | | | | | | | |
| Cash & Pymt Cash | | | 2,513 | | | | 2,513 | 2,513 |
| Accounts Receivable | | | 79,643 | | | | 79,643 | 22,324 |
| Interfund Receivables | (53,456) | 337,528 | 525,370 | 3,479 | (92,531) | (12,986) | 708,404 | 904,766 |
| Inventory | | | 221,628 | | | | 221,628 | 230,722 |
| Total Assets | (52,456) | 337,528 | 829,154 | 3,479 | (92,531) | (12,986) | 1,012,188 | 1,160,324 |
| Liabilities: | | | | | | | | |
| Accounts Payable/Gift Certificates | 4,214 | 1,585 | 31,489 | | 4,908 | 56 | 42,253 | 37,981 |
| Deferred Revenue | | | | | | | - | 9,256 |
| Deposits | | | | | | | - | - |
| Total Liabilities | 4,214 | 1,585 | 31,489 | - | 4,908 | 56 | 42,253 | 47,238 |
| Restricted Fund Balance (includes inventories) | | | 221,628 | | | | 221,628 | 230,722 |
| Unrestricted Fund Balance | (56,671) | 335,943 | 576,037 | 3,479 | (97,439) | (13,042) | 748,307 | 882,364 |
| Total Liabilities & Fund Balance | (52,456) | 337,528 | 829,154 | 3,479 | (92,531) | (12,986) | 1,012,188 | 1,160,324 |

MEMORANDUM NO: 040-2024

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: February 9, 2024
SUBJECT: Financial Report Ending January 31, 2024

Mr. Karl Stager will provide the monthly financial report for the board.

The monthly report will provide an update of our revenues and expenses year-to-date compared to our budget projections for the 2023-2024 fiscal year. Table 1 provides an overview.

Table 1.

| <i>Revenues</i> | <i>M&O Budget</i> | <i>M&O Actual</i> | <i>% of Budget</i> | <i>Remaining Budget</i> |
|-------------------------------------|-----------------------|-----------------------|--------------------|-------------------------|
| <i>Total Operating Revenues</i> | 7,056,349 | 6,032,280 | 85.49% | (1,024,069) |
| <i>Total Non-Operating Revenues</i> | 38,915,806 | 26,009,683 | 66.84% | (12,906,123) |
| <i>Total Revenues</i> | 45,972,155 | 32,041,963 | 52.45% | (13,930,192) |

| <i>Expenses</i> | <i>M&O Budget</i> | <i>M&O Actual</i> | <i>% of Budget</i> | <i>Remaining Budget</i> |
|---------------------------------|-----------------------|-----------------------|--------------------|-------------------------|
| <i>Total Operating Expenses</i> | 45,972,155 | 15,662,485 | 34.07% | 30,309,670 |

This represents five months of the fiscal year, with operating revenues on track and expenses consistent with projections.

RJE:tg

Alvin Community College
Consolidated Statements of Net Assets

| | January 31, 2024 | January 31, 2023 | Variance | Explanations/Descriptions |
|---|-------------------|-------------------|--------------------|---|
| Current Assets | | | | |
| Cash and cash equivalents | 7,063,823 | 16,373,731 | (9,309,908) | |
| Short-term investments | 32,327,683 | 20,850,000 | 11,477,683 | |
| Accounts receivable, net | 2,835,548 | 2,718,215 | 117,333 | Installment Plans outstanding, billing outstanding to sponsors and third parties, grant billings, and CE billings |
| Prepays | 503,785 | 1,407 | 502,378 | Travel advances and prepaid expenses |
| Inventories | 147,777 | 189,566 | (41,789) | |
| Total Current Assets | 42,878,616 | 40,132,919 | 2,745,697 | |
| Noncurrent assets | | | | |
| Long-term investments | 2,000,000 | 1,000,000 | 1,000,000 | |
| Capital assets, net | 47,029,435 | 47,360,309 | (330,874) | |
| Total Assets | 91,908,051 | 88,493,228 | 3,414,823 | |
| Deferred Outflows of Resources | | | | |
| Deferred outflows - pensions | 3,175,990 | 2,742,173 | 433,817 | TRS pension |
| Deferred outflows - OPEB | 7,089,514 | 9,508,808 | (2,419,294) | OPEB |
| Total Deferred Outflows of Resources | 10,265,504 | 12,250,981 | (1,985,477) | |
| Liabilities | | | | |
| Accounts payable & accrued liabilities | 153,726 | 205,906 | (52,180) | |
| Net pension liability | 10,460,057 | 4,646,479 | 5,813,578 | |
| Net OPEB liability | 22,655,135 | 30,508,483 | (7,853,348) | |
| Funds held for others | 49,782 | 53,973 | (4,191) | Agency funds - groups, clubs, etc on campus |
| Deferred revenues | - | 202,211 | (202,211) | Grants paid in advance and fall registrations |
| Compensated absences | 536,436 | 506,807 | 29,629 | |
| Bonds payable, net of premiums | 3,120,000 | 4,665,000 | (1,545,000) | Annual payment |
| Tax note payable, net of premiums | 17,955,000 | 18,820,000 | (865,000) | Annual payment |
| Total Liabilities | 54,930,136 | 59,608,859 | (4,678,723) | |
| Deferred Inflows of Resources | | | | |
| Deferred inflows - pensions | 1,773,321 | 1,987,835 | (214,514) | TRS pension |
| Deferred inflow - OPEB | 5,969,497 | 7,293,974 | (1,324,477) | OPEB |
| Deferred inflow - premium on tax note | 2,147,673 | 2,332,712 | (185,039) | |
| Total Deferred Inflows of Resources | 9,890,491 | 11,614,521 | (1,724,030) | |
| Net Assets | | | | |
| Fund Balance - Equity | 37,352,928 | 29,520,829 | 7,832,099 | |
| Total Net Assets | 37,352,928 | 29,520,829 | 7,832,099 | |

Alvin Community College
Consolidated Statements of Revenue and Expense
January 31, 2024 and January 31, 2023

| | Year-To-Date | | | | | Prior Year-To-Date | | | | |
|---|------------------|--------------------|---------------------|---------------------|---------------|--------------------|--------------------|---------------------|---------------------|---------------|
| | All Other | | Amended | Remaining | % of Budget | All Other | | Amended | Remaining | % of Budget |
| | Funds Actual | M&O Actual | M&O Budget | Budget | | Funds Actual | M&O Actual | M&O Budget | Budget | |
| Revenues | | | | | | | | | | |
| Operating revenues | | | | | | | | | | |
| Tuition and fees | 1,589,960 | 6,000,187 | 6,986,349 | (986,162) | 85.88% | 1,255,377 | 5,373,625 | 6,688,719 | (1,315,094) | 80.34% |
| Federal grants and contracts | 3,176,282 | - | - | - | 0.00% | 2,959,527 | - | - | - | 0.00% |
| State grants | 625,493 | - | - | - | 0.00% | 233,466 | - | - | - | 0.00% |
| Local grants | 205,129 | - | - | - | 0.00% | 183,948 | - | - | - | 0.00% |
| Auxiliary enterprises | 1,269,314 | - | - | - | 0.00% | 1,073,758 | - | - | - | 0.00% |
| Other operating revenues | 101,862 | 32,693 | 70,000 | (37,907) | 43.83% | 256,282 | 25,033 | 70,000 | (44,967) | 35.76% |
| Total operating revenues | 6,968,040 | 6,032,880 | 7,056,349 | (1,024,069) | 85.49% | 5,962,358 | 5,398,658 | 6,758,719 | (1,360,061) | 79.88% |
| Expenses | | | | | | | | | | |
| Operating expenses | | | | | | | | | | |
| Administrative | - | 3,994,383 | 10,371,449 | 6,377,066 | 37.78% | - | 3,379,360 | 8,960,337 | 5,380,977 | 39.93% |
| Institutional | - | 2,636,535 | 9,791,197 | 7,154,642 | 26.91% | - | 2,299,526 | 7,911,150 | 5,611,625 | 29.07% |
| Technical Instruction | - | 2,566,787 | 7,017,593 | 4,450,806 | 36.58% | - | 2,405,603 | 6,346,064 | 4,140,461 | 36.79% |
| Academic Instruction | - | 3,436,818 | 8,990,048 | 5,553,230 | 38.23% | - | 3,117,449 | 8,343,715 | 5,245,266 | 37.28% |
| Student Services | - | 1,778,447 | 4,883,081 | 3,106,634 | 38.41% | - | 1,752,864 | 4,723,992 | 2,973,128 | 37.09% |
| Physical Plant | - | 1,249,495 | 4,716,787 | 3,467,292 | 26.49% | - | 1,034,227 | 3,564,791 | 2,530,364 | 29.01% |
| Unbudgeted Unrestricted (Fund 12) | 906,433 | - | - | - | 0.00% | 524,504 | - | - | - | 0.00% |
| Continuing Education | 280,995 | - | - | - | 0.00% | 266,086 | - | - | - | 0.00% |
| Auxiliary Enterprises | 1,134,551 | - | - | - | 0.00% | 1,038,179 | - | - | - | 0.00% |
| Local Grants | 3,859 | - | - | - | 0.00% | 5,000 | - | - | - | 0.00% |
| TPEO | 97,682 | - | - | - | 0.00% | 104,431 | - | - | - | 0.00% |
| Institutional Scholarships | 77,539 | - | - | - | 0.00% | 69,231 | - | - | - | 0.00% |
| State Grants | 499,653 | - | - | - | 0.00% | 233,466 | - | - | - | 0.00% |
| Federal Grants | 3,486,886 | - | - | - | 0.00% | 2,959,533 | - | - | - | 0.00% |
| Donor Scholarships | 131,161 | - | - | - | 0.00% | 144,037 | - | - | - | 0.00% |
| Unexpended Plant Fund | 158,235 | - | - | - | 0.00% | 327,912 | - | - | - | 0.00% |
| Depreciation | - | - | - | - | 0.00% | - | - | - | - | 0.00% |
| Debt Retirement | 1,705 | - | - | - | 0.00% | 492,500 | - | - | - | 0.00% |
| Gain on Sale of Property | - | - | - | - | 0.00% | - | - | - | - | 0.00% |
| Tax maintenance Note | 1,047,666 | - | - | - | 0.00% | (161,320) | - | - | - | 0.00% |
| Total operating expenses | 7,846,366 | 15,662,481 | 45,972,155 | 30,309,670 | 34.07% | 6,003,378 | 14,189,028 | 40,071,049 | 25,882,021 | 35.41% |
| Operating Gain/(Loss) | (878,326) | (9,630,201) | (38,915,806) | (31,333,739) | | (41,020) | (8,790,370) | (33,312,330) | (27,242,082) | |
| Nonoperating revenues | | | | | | | | | | |
| State appropriations* | - | 4,763,027 | 9,526,054 | (4,763,027) | 50.00% | - | 3,262,677 | 7,587,622 | (4,324,945) | 43.00% |
| Property tax revenue - Current | 1,115,384 | 20,740,356 | 28,889,752 | (8,149,396) | 71.79% | 1,256,702 | 19,736,031 | 25,599,708 | (5,873,657) | 77.06% |
| Property tax revenue - Delinquent | 25,359 | 54,921 | - | 54,921 | 0.00% | 3,754 | 51,169 | - | 51,169 | 0.00% |
| Property tax revenue - Interest & Penalties | 2,352 | 30,562 | - | 30,562 | 0.00% | 1,384 | 18,418 | - | 18,418 | 0.00% |
| Investment income | 22,110 | 410,143 | 500,000 | (89,857) | 82.07% | 16,192 | 214,407 | 125,000 | 89,407 | 171.53% |
| Other non-operating revenues | 92,100 | 10,672 | - | 10,672 | 0.00% | 141,664 | 11,090 | - | 11,090 | 0.00% |
| Total nonoperating revenues | 1,357,904 | 26,009,683 | 38,915,806 | (12,906,123) | 66.84% | 1,419,696 | 23,283,811 | 33,312,330 | (10,028,519) | 69.90% |
| Provided by the State | | | | | | | | | | |
| Revenue for Insurance and Retirement | - | 977,146 | - | 977,146 | 0.00% | - | 650,396 | - | 650,396 | 0.00% |
| State Insurance Match | - | (396,857) | - | (396,857) | 0.00% | - | (281,630) | - | (281,630) | 0.00% |
| State Retirement Match | - | (351,278) | - | (351,278) | 0.00% | - | (311,189) | - | (311,189) | 0.00% |
| State Retiree Insurance | - | (229,011) | - | (229,011) | 0.00% | - | (57,577) | - | (57,577) | 0.00% |
| Increase/(decrease) in net assets | 379,178 | 16,379,478 | - | (44,239,862) | | 1,378,676 | 14,493,442 | - | (37,270,601) | |
| * State Approp portion generated by CE = | 122,886 | | | | | 84,177 | | | | |
| * Institutional Reserve | 22,757,958 | | | | | 19,129,257 | | | | |

Alvin Community College
Consolidated Statements of Revenue and Expense
January 31, 2024 and January 31, 2023

| | Year-To-Date | | | | | Prior Year-To-Date | | | | |
|---|------------------------|-------------------|--------------|---------------------|-------------|------------------------|-------------------|--------------------|---------------------|-------------|
| | All Other Funds Actual | M&O Actual | M&O Budget | Remaining Budget | % of Budget | All Other Funds Actual | M&O Actual | Amended M&O Budget | Remaining Budget | % of Budget |
| Revenues | | | | | | | | | | |
| Operating revenues | | | | | | | | | | |
| Total operating revenues | 6,968,040 | 6,032,280 | 7,056,349 | (1,024,069) | 85.49% | 5,962,358 | 5,398,658 | 6,758,719 | (1,360,061) | 79.88% |
| Nonoperating revenues | | | | | | | | | | |
| Total nonoperating revenues | 1,257,504 | 26,009,683 | 38,915,806 | (12,906,123) | 66.84% | 1,419,696 | 23,283,811 | 33,312,330 | (10,028,519) | 69.90% |
| Less Expenses | | | | | | | | | | |
| Operating expenses | | | | | | | | | | |
| Total operating expenses | (7,846,366) | (15,662,485) | (45,972,155) | (30,309,670) | 34.07% | (6,003,378) | (14,189,028) | (40,071,049) | (25,882,021) | 35.41% |
| Increase(decrease) in net assets | 379,178 | 16,379,478 | - | (44,239,862) | | 1,378,676 | 14,493,442 | - | (37,270,601) | |

- State Approp portion generated by CE - 122,886 84,177
- Institutional Reserve 22,757,958 19,129,257

Alvin Community College
Continuing Education Statement of Revenue and Expense
January 31, 2024

| | Year-To-Date | | | | | Net Margin |
|-------------------------------------|----------------|-----------------|-----------------|----------------|----------------|----------------|
| | Actual Revenue | TPEG | Exemptions | Net Revenue | Actual Expense | |
| Administration | 122,886 | 1,010 | (16,837) | 107,059 | 128,538 | (21,479) |
| Dental Assistant | 7,575 | (455) | | 7,121 | 1,113 | 6,007 |
| Phlebotomy | - | - | | - | 319 | (319) |
| Health and Medical | - | - | | - | - | - |
| Certified Nursing / Medication Aide | 54,951 | (3,297) | | 51,654 | 12,926 | 38,728 |
| Patient Care | 2,301 | (138) | | 2,163 | 560 | 1,603 |
| Biotech | 14,707 | (882) | | 13,825 | 2,816 | 11,008 |
| Truck Driving | 122,133 | (7,170) | | 114,963 | 63,070 | 51,893 |
| Education to Go | 311 | - | | 311 | - | 311 |
| Occupational Health & Safety | 2,166 | - | | 2,166 | 1,082 | 1,084 |
| Community Programs | 960 | - | | 960 | 589 | 371 |
| Clinical Medical Assistant | 32,489 | (1,949) | | 30,540 | 7,490 | 23,050 |
| Yoga | - | - | | - | - | - |
| Machinist Program | 12,613 | (757) | | 11,856 | 10,492 | 1,364 |
| TWC Pipefitter Program | - | - | | - | - | - |
| STRIVE | 158,430 | (9,506) | | 148,924 | 45,913 | 103,011 |
| Corporate College | 2,963 | (57) | | 2,906 | 540 | 2,366 |
| Welding | - | - | | - | - | - |
| CE Options Program | 4,500 | - | | 4,500 | - | 4,500 |
| Testing | - | - | | - | 5,546 | (5,546) |
| Total | 538,984 | (23,200) | (16,837) | 498,947 | 280,995 | 213,452 |

*2.58% of the state appropriation for FY22/23 is attributed to CE hours. This funding is used to offset administrative costs.

Alvin Community College
 Auxiliary Profit(Loss) Statement Year-To-Date Through January 31, 2024 and January 31, 2023

| | Parting | Student Activities | Bookstore | Vending | Childcare | Fitness Center | Total | Prior Year-To-Date |
|--|----------|--------------------|-----------|---------|-----------|----------------|-----------|--------------------|
| Revenue | | | | | | | | |
| Sales & services | 223,803 | | 697,733 | 4,434 | 158,704 | 9,285 | 1,093,960 | 899,557 |
| Student Fees | | 175,354 | | | | | 175,354 | 174,201 |
| | 223,803 | 175,354 | 697,733 | 4,434 | 158,704 | 9,285 | 1,269,314 | 1,073,758 |
| Expenses | | | | | | | | |
| Purchases & Returns | | | 266,457 | | | | 266,457 | 421,312 |
| Salaries | 26,313 | 31,113 | 96,363 | | 118,548 | 24,114 | 296,472 | 319,060 |
| Staff Benefits | 7,510 | 6,511 | 24,026 | | 41,504 | 1,740 | 81,291 | 81,228 |
| Supplies & Other Operating Expenses | 70,764 | 26,991 | 9,380 | | 12,069 | 8,742 | 127,946 | 193,063 |
| Equipment | 51,571 | | | | | | 51,571 | 15,220 |
| Bank Charges | | | 6,443 | | 4,350 | 21 | 10,814 | 6,896 |
| Contingency | | | | | | | - | - |
| Scholarships | | | | | | | - | 1,400 |
| | 156,158 | 64,615 | 702,669 | - | 176,491 | 34,617 | 1,134,551 | 1,038,179 |
| Excess revenue over expenses | 67,645 | 110,739 | (4,936) | 4,434 | (17,787) | (25,332) | 134,763 | 35,579 |
| Assets: | | | | | | | | |
| Cash & Petty Cash | | | 2,513 | | | | 2,513 | 2,513 |
| Accounts Receivable | | | 87,678 | | | | 87,678 | 70,781 |
| Interfund Receivables | (45,178) | 338,341 | 687,747 | 7,321 | (95,051) | (22,257) | 870,923 | 913,691 |
| Inventory | | | 147,777 | | | | 147,777 | 189,566 |
| Total Assets | (45,178) | 338,341 | 925,715 | 7,321 | (95,051) | (22,257) | 1,108,891 | 1,106,549 |
| Liabilities: | | | | | | | | |
| Accounts Payable/Cdn Certificates | 4,214 | 1,585 | 39,434 | | 4,908 | 153 | 50,295 | 46,272 |
| Deferred Revenue | | | | | | | - | 9,256 |
| Deposits | | | | | | | - | - |
| Total Liabilities | 4,214 | 1,585 | 39,434 | - | 4,908 | 153 | 50,295 | 55,528 |
| Restricted Fund Balance (includes inventories) | | | 147,777 | | | | 147,777 | 189,566 |
| Unrestricted Fund Balance | (49,392) | 336,755 | 738,504 | 7,321 | (95,959) | (22,410) | 910,819 | 941,455 |
| Total Liabilities & Fund Balance | (45,178) | 338,341 | 925,715 | 7,321 | (95,051) | (22,257) | 1,108,891 | 1,106,549 |

Alvin Community College
Auxiliary Profit(Loss) Statement - Year-To Date Through January 31, 2023

| | Parking | Student Activities | Bookstore | Vending | Childcare | Fitness Center | Total |
|--|---------|--------------------|-----------|---------|-----------|----------------|-----------|
| Revenue | | | | | | | |
| Sales & services | 173,476 | | 566,298 | 2,661 | 150,002 | 7,120 | 899,557 |
| Student Fees | | 174,201 | | | | | 174,201 |
| | 173,476 | 174,201 | 566,298 | 2,661 | 150,002 | 7,120 | 1,073,758 |
| Expenses | | | | | | | |
| Purchases & Returns | | | 421,312 | | | | 421,312 |
| Salaries | 37,812 | 59,402 | 89,704 | | 109,298 | 22,845 | 319,060 |
| Staff Benefits | 11,327 | 10,777 | 19,351 | | 38,290 | 1,483 | 81,228 |
| Supplies & Other Operating Expenses | 97,269 | 62,693 | 14,044 | 4,998 | 7,542 | 6,517 | 193,063 |
| Equipment | | | 15,220 | | | | 15,220 |
| Building Repairs | | | | | | | - |
| Bank Charges | | | 5,688 | | 1,180 | 27 | 6,896 |
| Contingency | | | | | | | - |
| Scholarships | | 1,400 | | | | | 1,400 |
| | 146,408 | 134,272 | 565,319 | 4,998 | 156,310 | 30,871 | 1,038,179 |
| Excess revenue over expenses | 27,068 | 39,929 | 979 | (2,337) | (6,308) | (23,751) | 33,579 |
| Assets: | | | | | | | |
| Cash & Petty Cash | | | 2,513 | | | | 2,513 |
| Accounts Receivable | | | 70,781 | | | | 70,781 |
| Interfund Receivables | 69,095 | 365,794 | 504,007 | 480 | (39,321) | 23,636 | 923,691 |
| Inventory | | | 189,566 | | | | 189,566 |
| Total Assets | 69,095 | 365,794 | 766,867 | 480 | (39,321) | 23,636 | 1,186,549 |
| Liabilities: | | | | | | | |
| Accounts Payable/Gift Certificates | 8,092 | 1,642 | 31,085 | | 5,393 | 61 | 46,272 |
| Deferred Revenue | | | 9,256 | | | | 9,256 |
| Deposits | | | | | | | - |
| Total Liabilities | 8,092 | 1,642 | 40,341 | | 5,393 | 61 | 55,528 |
| Restricted Fund Balance (includes inventories) | | | 189,566 | | | | 189,566 |
| Unrestricted Fund Balance | 61,004 | 364,152 | 536,959 | 480 | (44,714) | 23,575 | 941,455 |
| Total Liabilities & Fund Balance | 69,095 | 365,794 | 766,867 | 480 | (39,321) | 23,636 | 1,186,549 |

25. **Adjournment**