

Regular Meeting
Thursday, April 28, 2022 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
APRIL 28, 2022**

It is hereby certified that a notice of this meeting was posted on the 22nd day of April 2022, in a place convenient to the public on the Alvin Community College campus as required by Section 551.002, *Texas Government Code*.

Signed this 22nd day of April 2022.



Dr. Robert Exley
President

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



Dr. Robert J. Exley, Ph.D
President

Your College **Right Now**

MEMORANDUM NO: 57-2022

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: April 11, 2022
SUBJECT: Personnel Action (Replacement): College Store Manager

The individual listed below has been recommended to fill the full-time position of College Store Manager.

Candidate Recommended: Carole Pounds

Education: Alvin Community College
Associate in Applied Science, Executive Office Education
Alvin Community College
Certificates in Office Administration and Word Processing
Santa Fe High School
High School Diploma

Experience: Alvin Community College
Accounting Specialist, College Store July 1998 - Present
Occidental Chemical Corporation Engineer
Contract Purchasing Secretary / Admin. Asst. September 1997 - July 1998
Wrinkle, Gardner & Company
Staff Accountant January 1997 - September 1997
Henderson Dickey & Company and d.b.a.
Payroll Representative / Receptionist April 1994 - January 1997
Alvin Community College
Student Worker, Media Center / Print Shop January 1993 - April 1994

Salary: \$60,646.03
Grade 202 / 2021-22 Professional Salary Schedule

RJE:tg

ACC ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	Manager, College Store	
Department:	College Store	FLSA Status: Exempt
Reports to:	Vice President, Administrative Services	Grade Level: 202
Safety Sensitive:	Yes	Job Category: Professional
HR approved:	Human Resources/LH	Date: 02/15/2022
Last updated by:	VP Administrative Services/KS	Date: 02/15/2022

SUMMARY

Manages the operational, budgetary, planning, and personnel activities of the Alvin Community College (ACC) store in order to achieve the mission of the store which is to provide required and recommended textbooks, course materials, supplies, quality customer service and scholarships. Provides managerial assistance to all operations of the college store and coffee bar. Assists Textbook Technician and Accounting Specialist with the ordering process of textbooks, soft goods, and miscellaneous supplies. Diagnose and correct software issues for Campus Hub, Jumpbooks, Faculty Textbook Requisitions, and Tender Retail. Responsible for all store promotions.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following.

- Responsible for developing and monitoring the operational budget of the College store.
- Maintains Point-of-Sale, Inventory Control, Accounting, Campus Hub, Faculty Textbook Requisitions and Jump Books (eBooks) software, which includes working directly with support personnel from Nebraska Book Company to diagnose problems and repair them in a timely manner. Also includes hardware and software upgrades, and loading new buyer's guides nine times yearly, purging sales and clearing monthly sales totals.
- Assist with the development of new promotions for the College store and website, Campus Hub.
- Responsible for the College store side of A/R Export Link, which includes: testing software each semester, troubleshooting problems during rush, and balancing financial aid student accounts each semester.
- Assist with placing orders for new clothing, soft goods, trade books, and miscellaneous items for the store.
- Share responsibility with the Accounting Specialist for preparing the daily deposit for the College store and the coffee bar.
- Print purchase order and make arrangements with Business office to pay invoice for Buy Back. Reconcile with buyer and process commission.
- Assist with annual physical inventory: run pre-inventory reports, enter data into handheld computers, generate reports, diagnose problems, post inventory, and run ending inventory reports.
- Responsible for monthly time approvals.
- Responsible for updating College store website (alvincstore.com)
- Provide relief on sales terminals at beginning of semesters.
- Maintain RedShelf software (eBooks) and train store employees as needed.

- Change out daily and weekly back-up tapes to point-of-sale and inventory control system, WinPRISM.
- General office duties such as: typing, filing, answering telephone and directing calls, making copies.
- Train all store personnel on new updates from WinPRISM.
- Assist with training of student workers on daily operations, policies and procedures of the ACC store.
- Responsible for organizing agendas for staff meetings.
- Distribute trade magazines, and industry related information to store personnel to keep them abreast of new store trends.
- Responsible for daily Book Buy Back: assist customers, print receipts, balance cash, sort titles to be processed and reconciled with wholesale company.
- Assist Inventory Technician with web orders, print invoice, pull merchandise, process payments and arrange for shipping.
- Print budget transactions and reconcile monthly.
- Assist Accounting Specialist with posting vendor invoices to WinPrism system. Design reports on report generator as needed, such as vendor lists, inventory lists, etc.
- Responsible for attending WinPrism user meetings and College store conferences.
- Train faculty on Textbook Requisitions software as needed.
- Load new Buyers Guide through Nebraska Book nine (9) times yearly.
- Print purchase order to replenish cash for Daily Buy Back and Mini Semester Buy Backs.
- Order graduation items which include student cap and gowns, honor cords, announcements, and nursing degree pins.
- Responsible for verification of accounting reports for ACC store which include the following: sales, purchase, mark-up and mark-down, and merchandising inventory through creating spreadsheet in Winprism.
- Verify and sign all vendor invoices for payment.
- Supervise and secure operating funds for ACC store which includes starting daily cash, petty cash, and daily buy back cash.
- Responsible for interviewing and making recommendations for hiring ACC store personnel. Must update job descriptions as needed.
- Responsible for annual ACC store personnel evaluations.
- Develop and maintain a procedures manual to include all major job duties of ACC store personnel.
- Work with students, faculty, staff and community on special orders, such as trade and reference books, software and soft goods.
- Keep abreast of latest merchandising and buying trends for college stores through attending regional and national college store association conferences and reading college store publications.
- Oversees operation of Winprism, the store's textbook management and point-of-sale system. Arrange for updates and training on system as needed.
- Meet and confer with publishing, manufacturing, and sales representatives to make purchasing decisions.
- Assist Food Service Manager with daily coffee bar/catering operations.
- Maintain a staff schedule to rotate all employees through bookstore/coffee Bar/processing web orders.
- Ensure that every 20+ hour employee is cross trained in the daily operations of Bookstore/Coffee Bar/web orders.
- 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.

EDUCATION

- Associate's degree required or combination of High School diploma or equivalent and relevant work experience may be considered.

EXPERIENCE

- Three (3) years of experience working in a college store, book store or relevant retail experience required.
- One (1) year of experience in college store operations such as accounting, sales, or inventory control is preferred.
- Managerial or supervisory experience preferred.

KNOWLEDGE, SKILLS, AND ABILITIES

- Strong supervisory and interpersonal skills required.
- Demonstrated proficiency in Microsoft Excel, Word and Adobe required.
- Must be willing to cross train all employees.
- Must have working knowledge of NACS Freight Program and Nebraska's Connect to One buying group programs.
- Must have working knowledge of calculators, copy machine, fax machines, printers, sales terminals, bar code printers, and other office machines.
- Must be able to maintain a high degree of accuracy in data entry.
- Must have knowledge of Point-of-Sale System and Textbook Management System.
- Must have knowledge and skill in packing and shipping textbooks.
- Some knowledge of computer hardware and software maintenance required.
- Knowledge of A/R Export Link, an accounts receivable software link between WinPrism and Colleague/Ellucian preferred.

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 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.



Your College > Right Now

Dr. Robert J. Exley, Ph.D
President

MEMORANDUM NO: 53-2022

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: April 11, 2022
SUBJECT: Personnel Action (Replacement): Information Security Officer

The individual listed below has been recommended to fill the full-time position of Information Security Officer.

Candidate

Recommended: Charles Layton

Education: ISACA Professional Association
Certified Information Security Officer (CISM)

Western Governor's University
Coursework completed toward Bachelor of Science, IT

Experience: Self Employed
Senior Cybersecurity Consultant September 2016 - Present

Santa Fe ISD
Cybersecurity / Criminal Justice Teacher August 2018 – September 2021

NASA Johnson Space Center
Chief Information Security Officer (CISO) September 2011 – September 2016

Federal Bureau of Prisons
Chief Information Technology Specialist June 1996 – September 2011

Salary: \$80,001.61
Grade 208 / 2021–22 Professional Salary Schedule

RJE:tg

ACC ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	Information Security Officer		
Department:	Information Technology	FLSA Status:	Exempt
Reports to:	VP, Information Technology	Grade Level:	208
Safety Sensitive:	Yes	Job Category:	Professional
HR approved:	Human Resources/JE	Date:	10/25/2021
Last updated by:	VP, Information Technology/KK	Date:	8/12/2021

SUMMARY

The Information Security Officer (ISO) is responsible for creating and maintaining the College's Information Security Program, which ensures the confidentiality, integrity, and availability of the College's critical information resources. This position evaluates, frames, and communicates risks to executive leadership, creates and maintains enforceable administrative procedures, standards, and supporting process documents. The Information Security Officer provides security recommendations to the Vice President, Information Technology and staff based on needs, audit discoveries, and security incidents, and creates, maintains, evaluates, and refines administrative, physical, and technical security controls. This position facilitates risk assessments with functional departments to maintain compliance with industry-specific regulations. The goals of the Information Security Officer are to manage risks for college and student data, effectively communicate a strategic security plan, provide an effective and timely response to any incidents, and ensure compliance with regulatory requirements, including Texas Administrative Code 202 (TAC 202).

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

- Creates information security strategies in support of the College's mission and goals. Documents and maintains an up-to-date institutional information security program. Develops and maintains the College information security plan as required by §2054.133, Texas Government Code.
- Provides clear guidance and assistance to senior College officials, information owners, information custodians, and end users concerning their TAC 202 responsibilities. Communicates risks and mitigation recommendations to executive administration in cost/benefit terms to ensure the security and integrity of institutional and student data.
- Reports, at least annually, to the College President the status and effectiveness of security controls.
- Reports to Texas Department of Information Resources (DIR) as needed for matters concerning information security.
- Assists functional departments to ensure regulatory compliance in areas such as the Payment Card Industry – Data Security Standards (PCI-DSS), the Graham Leach Bliley Act (GLBA), and the Health Insurance Portability and Accountability Act (HIPAA). Ensures that annual information security risk assessments are performed and documented by information-owners.
- Participates in risk management planning related to information security features of systems, networks, and related administrative activities. Performs information security risk

assessments and serves as an internal auditor for security issues. Serves as an internal information security consultant to the College; participates in any external information security audits.

- Ensures disaster recovery and business continuity plans are in place, tested, and improved.
- Informs executive level parties in the event of noncompliance with regulatory requirements and/or with the College's information security policies.
- Develops and recommends policies, procedures, and practices, in cooperation with the Information Resources Manager, information-owners, and custodians as necessary to ensure the security of information and information resources against unauthorized or accidental modification, destruction, or disclosure.
- Works with business and technical resources to ensure that controls are utilized to address all applicable requirements and the College's information security risks
- Responds to security surveys and audits from DIR. Works as needed with the College legal counsel and College executive leadership to ensure conformity with federal and state laws and regulations as well as College IT security standards, policies, and procedures
- Coordinates the review of data security requirements, specifications, and, if applicable, third-party risk assessment of any new computer applications or services that receive, maintain, and/or share confidential data.
- Verifies that security requirements are identified and risk mitigation plans are developed and contractually agreed and obligated prior to the purchase of information technology hardware, software, and systems development services for any applications that receive, maintain, and/or share confidential data.
- Reviews the College's inventory of information systems and related ownership and responsibilities.
- Participates in the review and monitoring of assessments, plans, implementations, operations, and usage related to information security throughout the College.
- Research, provide, and audit system security measures, recommendations, and patches.
- Ensures vulnerabilities are managed by directing periodic vulnerability scans of the campus network and server infrastructure.
- Develops and administers information security awareness training and education programs
- Ensures that proper protections are in place, such as intrusion detection and prevention systems, firewalls, and effective physical safeguards.
- Leads the investigation and remediation of security breaches. Evaluates security incidents and determines what response, if any, is needed and coordinates College responses, including technical incident response teams, when sensitive information is breached.
- Participates in local, regional, and national awareness and education events, as appropriate. Remains competent and current through self-directed professional reading, developing professional contacts with colleagues, attending professional development courses, attending training, conferences, and/or courses as directed by the supervisor, and obtaining certifications relevant to job duties.
- Contributes to the overall success of the College by performing all other duties and responsibilities as assigned
- 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.

EDUCATION

- Bachelor's degree in Computer Information Systems or closely related field required
- Professional certification (CISSP, CISM, GIAC, or other) required.

EXPERIENCE

- Minimum of five years of varied information technology experience is required.
- Three years of experience in systems and/or network administration supporting a complex and enterprise-level network.
- Two years of direct experience in information security-related duties is required. Experience in a higher education setting is preferred.
- Experience with configuring and securing network and server hardware, operating systems and software is preferred.
- Experience with enterprise-level networking equipment, including firewalls, routers, and switches is preferred.
- Experience with administration of ERP (Enterprise Resource Planning) systems in an information technology environment is preferred.

KNOWLEDGE, SKILLS, AND ABILITIES

- Working knowledge of NIST 800-53 standards
- Ability to work with end-users to design, develop, test and implement support applications for Departments
- Ability to work independently and in a team environment; diagnose problems and recommend appropriate solutions
- Ability to travel to off-campus locations, including high schools and Texas Department of Corrections sites, as may be necessary
- Must be available for scheduled and/or occasional work outside of normal business hours
- Excellent critical thinking, analytical, problem solving, organizational, and collaborative skills
- Ability to communicate effectively both orally and in writing

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.



Dr. Robert J. Exley, Ph.D
President

Your College **Right Now**

MEMORANDUM NO: 55-2022

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: April 11, 2022
SUBJECT: Personnel Action (Replacement): Custodian

The individual listed below has been recommended to fill the full-time position of Custodian.

Candidate
Recommended: Marisol Rodriguez

Education: Colegio De Bachilleres Del Estado De Michoacan
High School Diploma

Experience: Alvin Community College
Substitute Custodian October 2019 - Present
Kentucky Fried Chicken
Food Handler / Kitchen Cleaner February 2019 - Present

Salary: \$23,520.00
Grade 102 / 2021-22 TSCM Salary Schedule

RJE:tg

JOB DESCRIPTION

Job Title:	Custodian		
Department:	Physical Plant	FLSA Status:	Non-Exempt
Reports to:	Supervisor, Custodial	Grade Level:	102
Safety Sensitive:	Yes	Job Category:	TSCM
HR approved:		Date:	
Last updated by:	Human Resources/LH	Date:	12/01/2020

SUMMARY

Performs duties related to the cleanliness and orderly condition of all College facilities. All other duties as assigned

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

- Properly cleans and maintains all institutional facilities including offices, classrooms, restrooms, janitorial and storage rooms, floors, walls, furniture, and so forth.
- Sweeps, mops, scrubs and vacuums all hallways, floors, and stairs; cleans dirt and other debris from stairs, sidewalks, and walkways.
- Cleans and polishes light fixtures, marble, restroom fixtures, and other furnishings requiring attention.
- Empties institutional trash and garbage containers.
- Moves and rearranges furniture and equipment, and transports supplies and products as required by the physical plant.
- Cleans, waxes, and polishes floors by hand or machine; removes dirt and blemishes from floor with various cleaning solvents and compounds according to the composition of flooring; and applies paste or liquid wax to floor with rags or machines. Polishes floor with electric polishing machine.
- Some outside work is required in the completion of duties; i.e., sweeping walkways, cleaning of handrails, washing of windows and emptying/cleaning of outside trash receptacles.
- Performs setup and take down duties for all special 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.

EDUCATION

- High school education or equivalent preferred.

EXPERIENCE

- Some in-service training courses in institutional housekeeping and related subjects preferred.

KNOWLEDGE, SKILLS, AND ABILITIES

- Must be able to effectively communicate with their supervisor, students, staff, and faculty.
- Must have and pass a complete physical.
- Must be able to work un-supervised.
- The Custodian must be able to analyze situations and perform routine cleaning of each building between class and lab use.
- Must be able to work flexible schedules which not only will be covered by weekly internal use of buildings, but weekend use by external organizations.
- It is the responsibility of the incumbent to exercise innovative ideas such as time and laborsaving techniques.

WORK ENVIRONMENT

This position generally works in pleasant indoor surroundings with some outside work required. The incumbent will be exposed to other environments such as noise, heat, dust, dirt, grease, cold, dampness, cleaning agents, and chemicals that might be hazardous in nature.

PHYSICAL DEMANDS

Must be capable of moderate to heavy lifting of fifty (50) pounds or more, along with an extreme amount of walking, bending, pushing, pulling, standing, stooping, and reaching. Expected to operate mechanical buffing equipment, carpet cleaning and extracting machines, and hardwood floor polishing equipment as a routine part of the job.

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.

MEMORANDUM NO: 58-2022

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: April 11, 2022
SUBJECT: Personnel Action (Replacement): Pathways Advisor

The individual listed below has been recommended to fill the full-time position of Pathways Advisor.

Candidate

Recommended: Sarahy Farley

Education: Stephen F. Austin State University
Bachelor of Arts, Spanish with a Minor in Latin American Studies

Experience: Alvin Community College
Career Services Coordinator January 2019 - Present

Workforce Solutions
Employment Counselor July 2017 – August 2018

Angleton ISD
Spanish Teacher August 2016 – June 2017

Fort Bend ISD
Spanish Teacher August 2015 – June 2016

Tyler ISD
Teacher – Spanish I & II August 2014 – June 2015

Salary: \$53,960.04
Grade 204 / 2021–22 Professional Salary Schedule

RJE:tg

ACC ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	Pathways Advisor		
Department:	Student Services	FLSA Status:	Exempt
Reports to:	Director, Student Success & Advising	Grade Level:	204
Safety Sensitive:	No	Job Category:	Professional
HR approved:	Human Resources/LH	Date:	01/06/2022
Last updated by:	Akilah Martin/Jade Borne	Date:	01/06/2022

SUMMARY

Using an advising case-management model, works with assigned students to develop an academic pathway success plan. Assists students with admission, registration, and career planning. Provides educational guidance and assistance for students by planning schedules, recommending courses and determining appropriate education solutions for different types of students. Provides college and community support resources to assigned case-loads as needed. Maintains contact with faculty and staff and provides consultation as requested.

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

- Works with assigned advising student case-loads in academic and technical pathways.
- Guides students towards meeting certain mandatory advising benchmarks throughout the first year of enrollment.
- Provides career advising to assigned advising case-loads and other students.
- Interprets college programs and policies to students, faculty, and the community.
- Assists students in making decisions regarding program of study, transfer information, careers, and other choices that might affect their work/personal life.
- Fosters retention of identified groups of students through mentoring, and monitoring of student grades.
- Handles early alerts from faculty and others for assigned advising case-load.
- Reviews academic degree evaluations for necessary program completion.
- Provides initial crisis intervention to students and makes immediate counseling referrals.
- Interprets standardized tests and communicates local college readiness standards to students, faculty and the community.
- Serves as a liaison to area high schools and universities.
- Coordinates projects and special events as assigned.
- Assists with the development and review of the college career planning program, college student handbook, semester credit schedule and college catalog.
- Arranges career evaluations for students and interprets career diagnostic surveys. Conducts academic enhancement seminars.
- Advises special populations such as veterans, international and dual enrollment students.
- Assists students with admission and course registration.
- Conducts presentations and programs related to student success, student onboarding and new student orientation.
- Maintains a broad range of contacts which includes potential students, community members, college and high school personnel, and government officials.
- Offer online advising for distance education students.

- Work location and hours vary. This position requires flexible work schedule to meet program needs, which may include working days, evenings, and weekends.
- Provides information about access for student POD, Blackboard and other supportive campus resources.
- 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.

EDUCATION

- Bachelor's degree required.

EXPERIENCE

- At least one (1) year working in student services at community college or university.
- At least one (1) year advising, counseling, or providing case management student success support to high school level or college students (to include college and career, financial aid, career counseling, or other forms of admission/college readiness support).
- Case management experience.

KNOWLEDGE, SKILLS, AND ABILITIES

- Bilingual – Spanish preferred.
- Excellent computer skills.
- Excellent oral and written communication skills.
- Ability to manage a high work volume with attention to detail and accuracy.
- Ability to work collaboratively with faculty, administrators, and other staff members.
- Ability to work well with individuals from diverse backgrounds.
- Ability to communicate virtually using a variety of available platforms.

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.



Dr. Robert J. Exley, Ph.D
President

Your College **Right Now**

MEMORANDUM NO: 59-2022

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: April 11, 2022
SUBJECT: Personnel Action (Replacement): Pathways Advisor

The individual listed below has been recommended to fill the full-time position of Pathways Advisor.

Candidate

Recommended: Iris Hilliard

Education: University of Houston - Clear Lake
Bachelor of Science, Criminology

Laredo Community College
Associate of Science, Criminal Justice

Experience: University of Houston - Clear Lake
Enrollment Management Counselor June 2018 - Present

Brightwood College
Admission Representative May 2016 - December 2018

Office of the Attorney General
Child Support Officer November 2016 - May 2017

ITT Technical Institute
Admission Representative August 2015 - July 2016

Maxum Industries
Administration Assistant November 2013 - July 2014

Perry Homes
Training Assistant September 2011 - March 2012

Textile Recycler
Secretary November 2009 - August 2011

Sullo & Sullo Law Firm

Legal Assistant

August 2009 – July 2011

Zaffirini Library

Circulation Assistant / Clerk

January 2005 – November 2007

Salary: \$55,422.96
Grade 204 / 2021-22 Professional Salary Schedule

RJE:tg

JOB DESCRIPTION

Job Title:	Pathways Advisor		
Department:	Student Services	FLSA Status:	Exempt
Reports to:	Director, Student Success & Advising	Grade Level:	204
Safety Sensitive:	No	Job Category:	Professional
HR approved:	Human Resources/LH	Date:	01/06/2022
Last updated by:	Akilah Martin/Jade Borne	Date:	01/06/2022

SUMMARY

Using an advising case-management model, works with assigned students to develop an academic pathway success plan. Assists students with admission, registration, and career planning. Provides educational guidance and assistance for students by planning schedules, recommending courses and determining appropriate education solutions for different types of students. Provides college and community support resources to assigned case-loads as needed. Maintains contact with faculty and staff and provides consultation as requested.

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

- Works with assigned advising student case-loads in academic and technical pathways.
- Guides students towards meeting certain mandatory advising benchmarks throughout the first year of enrollment.
- Provides career advising to assigned advising case-loads and other students.
- Interprets college programs and policies to students, faculty, and the community.
- Assists students in making decisions regarding program of study, transfer information, careers, and other choices that might affect their work/personal life.
- Fosters retention of identified groups of students through mentoring, and monitoring of student grades.
- Handles early alerts from faculty and others for assigned advising case-load.
- Reviews academic degree evaluations for necessary program completion.
- Provides initial crisis intervention to students and makes immediate counseling referrals.
- Interprets standardized tests and communicates local college readiness standards to students, faculty and the community.
- Serves as a liaison to area high schools and universities.
- Coordinates projects and special events as assigned.
- Assists with the development and review of the college career planning program, college student handbook, semester credit schedule and college catalog.
- Arranges career evaluations for students and interprets career diagnostic surveys. Conducts academic enhancement seminars.
- Advises special populations such as veterans, international and dual enrollment students.
- Assists students with admission and course registration.
- Conducts presentations and programs related to student success, student onboarding and new student orientation.
- Maintains a broad range of contacts which includes potential students, community members, college and high school personnel, and government officials.
- Offer online advising for distance education students.

- Work location and hours vary. This position requires flexible work schedule to meet program needs, which may include working days, evenings, and weekends.
- Provides information about access for student POD, Blackboard and other supportive campus resources.
- 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.

EDUCATION

- Bachelor's degree required.

EXPERIENCE

- At least one (1) year working in student services at community college or university.
- At least one (1) year advising, counseling, or providing case management student success support to high school level or college students (to include college and career, financial aid, career counseling, or other forms of admission/college readiness support).
- Case management experience.

KNOWLEDGE, SKILLS, AND ABILITIES

- Bilingual – Spanish preferred.
- Excellent computer skills.
- Excellent oral and written communication skills.
- Ability to manage a high work volume with attention to detail and accuracy.
- Ability to work collaboratively with faculty, administrators, and other staff members.
- Ability to work well with individuals from diverse backgrounds.
- Ability to communicate virtually using a variety of available platforms.

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.



Dr. Robert J. Exley, Ph.D
President

Your College **Right Now**

MEMORANDUM NO: 56-2022

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: April 11, 2022
SUBJECT: Personnel Action (Replacement): Pathways Success Coach

The individual listed below has been recommended to fill the full-time position of Pathways Success Coach.

Candidate

Recommended: Gabriela Saucier

Education: University of Houston - Clear Lake
Bachelor of Science, General Business - In Process

San Jacinto Community College
Associate of Science, Mathematics

Experience: Mathnasium of Friendswood
Instructor December 2020 - Present

University of Houston - Clear Lake
Student Tech III August 2021 - October 2021

Space Center Houston
Operations Lead August 2015 - September 2020
Operations Secretary July 2017 - September 2020

Salary: \$36,699.00
Grade 111 / 2021-22 TSCM Salary Schedule

RJE:tg

JOB DESCRIPTION

Job Title:	Pathways Success Coach		
Department:	Student Services	FLSA Status:	Non-Exempt
Reports to:	Coordinator, QEP	Grade Level:	111
Safety Sensitive:	No	Job Category:	TSCM
HR approved:	Karen Edwards	Date:	12/15/2020
Last updated by:	Human Resources/LH	Date:	12/15/2020

SUMMARY

Under the Guided Pathways Model, the Pathways Success Coach provides direct services for enrollment, registration, financial aid, retention, recruitment, and general student services for new and prospective students.

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

- Provides enrollment case-management services for prospective students related to all aspects of the enrollment process.
- Works with assigned case-loads of new students to determine their individual enrollment needs.
- Provides triage services for students related to all aspects of the enrollment process.
- Determine the appropriate testing requirements for new students and provide testing referrals to the Testing Center.
- Assist students with identifying test preparation materials and workshops.
- Facilitate activities related to career exploration and guidance for new students.
- Communicate degree plan information for all ACC degrees and certificate programs to new students.
- Communicate developmental education requirements to new students.
- Communicate available academic pathways to new students.
- Assist students with completing the financial aid application process.
- Assist students in determining the appropriate documents needed for the financial aid application process.
- Serve as liaison between Financial Aid and the student regarding the financial aid process and needed documents.
- Assist students with online enrollment process.
- Assist students with completing the application for admissions.
- Assist students with completing the appropriate paperwork related to veteran student benefits.
- Assist students with the completing the appropriate paperwork related to international student admissions.
- Perform outreach and recruitment services for students who have expressed interest in attending ACC.
- Transition students to their assigned academic advisor and assist with scheduling advising appointments.
- Communicate and screen withdrawal requests for new students.
- Information source.
- Releases departmental holds.

- Determines need and makes referrals for academic advising, career and personal counseling.
- Guides and directs students regarding course registration.
- Determines and processes residency classifications.
- Processes Change of Major Program requests.
- Accepts documentation and forms needed for admission and registration.
- Advises students about the status of the financial aid application.
- Serves as the primary information source for new students on campus.
- Answers general information inquiries directed to the Call Center or via chat services.
- Perform group presentations on or off campus to prospective students.
- Assist with group advising sessions and New Student Orientation.
- Must maintain knowledge of state regulations regarding residency, tuition exemptions and waivers, THECB policies that affect students, federal financial aid regulations, federal privacy laws
- 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.

EDUCATION

- Associate's Degree required.

EXPERIENCE

- One (1) year of related customer service experience required.
- Bachelor's degree in a related field preferred.
- Related certifications or continuing education training beyond the required education as listed above, preferred.
- One (1) year of experience in a directly related role at a community college or university preferred.
- Bilingual-Spanish preferred.

KNOWLEDGE, SKILLS, AND ABILITIES

- Requires demonstrated customer service skills.
- Requires accuracy and attention to detail.
- Must be able to maintain a professional demeanor when dealing with difficult situation and persons.
- Must be able to process and handle multiple tasks simultaneously.
- Requires stamina during peak periods.
- Must be able to problem solve and think creatively.
- Must be patient and even tempered.
- Excellent communication skills both verbally and in writing.
- Ability to make presentation to large groups of students and others.
- Proficient with computer and office machines.
- Ability to sit for long periods of time in one location.
- Ability to speak clearly and concisely.
- Ability to work extended office hours during peak periods of enrollment and 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 (for extended periods of time), 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.

9.B. Headcount Report

ALVIN COMMUNITY COLLEGE**EMPLOYEE CATEGORIES**

SPRING 2022 As of 4/8/2022

APRIL

	Budgeted 2021-22	APRIL 2022	Funded Vacancies
Administrative	14	12	2
Professional	84	67	14
Faculty	118	112	5
Technical Support, Clerical & Maintenance (TSCM)	113	102	10
Total Full-Time (FT) Employees	329	293	31

9.C. Resignation/Retirement Report

Resignation/Termination Report

	Name	Position / Department	Last Day Worked	Reason
1	Donna Le	TSCM HR Associate	4/22/2022	Resignation

10. **Consent Agenda**
 - 10.A. **Minutes**

**ALVIN COMMUNITY COLLEGE
REGULAR MEETING OF MARCH 24, 2022
OFFICIAL MINUTES**

The Board of Regents of Alvin Community College met in a regular session on the 24th day of March 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
Jake Starkey	Regent
Roger Stuksa	Regent
Mike Pyburn	Regent
Robert Exley	President, Alvin Community College
Jade Borne	Alvin Community College
Wendy Del Bello	Alvin Community College
Stacy Ebert	Alvin Community College
Nichole Eslinger	Alvin Community College
Kelly Klimpt	Alvin Community College
Karl Stager	Alvin Community College

Beth Nelson
Kyle Marasckin
Clay Grover
Tammy Giffrow
Jeff Parks
Nadia Nazarenko

John Matula
Chris Roche
Jason Paysse
Mike Merkel
Todd Anderson
Brett Haduch

Alyssa Bullock
Yvette Reyes-Hall
Pam Shefman
John Tompkins

Call to Order

The meeting was called to order by Chair Sanchez at 6:02 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.

Appointed Board Member

Mr. Mike Merkel, Justice of the Peace, performed the official swearing in of Mr. Mike Pyburn, who will serve out the remaining term of Board Position # 8.

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 7:03. p.m.

- **Pledge**
- **Invocation**
Invocation by Mr. Pyburn.

Citizen Inquiries

There were no citizen inquiries.

Board Comments

The Regents talked about attending the talented production of Always...Patsy Cline, attending the BOTI conference and the good information received, the scholarships that will be handed out by the Foundation in the coming weeks, the grand re-opening of the Fitness Center, the 5Krun to benefit the residents of Kids Harbor, thanked Mr. Pyburn for returning to finish Mr. Tacquard's Board term and lastly, Mr. Stuksa commented that he had two more meetings left and glad to serve under the good leadership of Dr. Exley.

Approval of the Consent Agenda

Chair Sanchez said that she would entertain a motion of approval of the Consent Agenda that included the approval of Minutes of Regular Board Meeting of February 24, 2022, and the Annual Racial Profiling Report A motion to approve the Consent Agenda was made by Mr. Marvel Seconded by Dr. Hertenberger. Motion passed unanimously.

Student Report

Mariam Nasr and Mamie Turay presented the Student Report for March 2022. The first Student Body Meeting commenced on the 9th of March and SGA had the pleasure of having Dr. Sherman and Ms. Joshua attend the meeting. Several things were discussed that could be implemented on campus, as well as what the campus could improve on from student evaluations. On March 31st, an Ice Cream Club Social will be held as a way of increasing student engagement at ACC and to introduce students to the clubs and organizations on campus. This report was for information only.

President's Report

Dr. Exley gave a summary that included the following:

The Baseball and Softball seasons are in full swing. You can visit the college website and find their schedules for upcoming games. We encourage everyone to come out and support our teams.

ACC staff members recently compiled the needed information and data to apply for the Lumina Foundation grant.

Construction is drawing to an end on campus. Crews are now putting up the light poles around the courtyard now that the sod is down and the sidewalks are complete.

The Eta Tau Nursing Honors Society will host the 5K Kidz Harbor Fun Run at ACC on Saturday, March 26. Proceeds will benefit the Kidz Harbor foster care facility.

Regent Kam Marvel and Board Chair Bel Sanchez and I recently attended the Board of Trustees Institute.

The college will host a grand re-opening ceremony of the Fitness Center on March 30.

Speaker Tracy Gorham talked about her path from a homeless student to a tech entrepreneur during the Student Services retreat on Tuesday.

Business Programs director Sarah Harrell and CDL instructor Jimmy Munk were interviewed today by a news crew from Channel 2 about the shortage in truck drivers.

I attended the Women in Industry conference with our recruiter Darrell Oliver today.

ACC and the University of Houston Victoria recently expanded its articulation agreement to simplify the transition for ACC Paralegal students seeking a Bachelor's degree at the university.

The Nursing Program hosted its Spring BSN open house on March 2. The event allows Bachelors of Nursing programs to recruit ADN students.

This report was for information only.

Membership in Local Purchasing Cooperative - Educational Purchasing Interlocal Cooperative MP ESC Region 6 (EPIC6)

The motion to approve the President executing an Interlocal Agreement with EducMPional Purchasing Interlocal Cooperative at ESC Region 6 (EPIC6) was made by Dr. Crumm. Seconded by Dr. Hertenberger. Motion passed unanimously.

Consider Approval of the Contract for Financial Auditor - Belt Harris Pechacek, LLLP

The motion to approve Belt Harris Pechacek, LLLP (BHP) for a period of one year in the amount of \$55,600.00 for the College audit and \$7,500.00 for the Foundation audit, and the option, without further approval, for an additional mutually agreed four one-year periods was made by Vice Chair Droege. Seconded by Dr. Hertenberger. Motion passed unanimously.

Consider Approval of Furniture Purchase for E Building

The motion to approve the subsequent granting of authority for the President to execute an agreement with GMPeway Printing and Office Supply, Inc., for the complete furnishing of the E-Building in the amount of \$148,715.78, funded by Student Activity money and General Services Fees, was made by Mr. Marvel. Seconded by Vice Chair Droege. Motion passed unanimously.

Property and Casualty Insurance

Mr. Jason Paysse and Mr. Todd Anderson, Gallagher Insurance representatives, presented information and answered questions regarding the updates for the upcoming insurance renewal for ACC. The motion to approve the purchase of property and casualty insurance from Gallagher Victory Insurance and the \$35M Loss Limit option as the first choice for the insurance renewal amount with the added changes made moving from Chubb to Palomar Excess and Surplus Insurance Company was made by Dr. Hertenberger. Seconded by Mr. Marvel. Motion passed unanimously.

Consider Approval of Tuition and Fee Recommendation and Facility Rental Charge Changes

Vice Chair Droege made the motion to approve adjustments and course fee changes and fee changes related to the rental of college facilities as presented. Seconded by Mr. Marvel. Motion passed unanimously.

Financial Report Ending February 2022

Mr. Marvel made the motion to approve the financial and investment report for February 2022. Seconded by Dr. Hertenberger. Motion passed unanimously.

Adjournment

Meeting was adjourned at 8:13 p.m.

Dr. Patty Hertenberger, Secretary

'Bel Sanchez, Chair

**ALVIN COMMUNITY COLLEGE
BOARD WORKSHOP OF APRIL 11, 2022
NOLAN RYAN CENTER**

OFFICIAL MINUTES

The Board of Regents of Alvin Community College met in a Board Workshop on the 11th day of April, 2022 at 12:00 p.m., with the following members, administrative personnel, and guests present:

'Bel Sanchez	Vice-Chair
Jody Droege	Secretary
Jim Crumm	Regent
Mike Pyburn	Regent
Darren Shelton	Regent
Jake Starkey	Regent
Robert Exley	President, Alvin Community College
Jade Borne	Alvin Community College
Wendy Del Bello	Alvin Community College
Stacy Ebert	Alvin Community College
Nichole Eslinger	Alvin Community College
Kelly Klimpt	Alvin Community College
Karl Stager	Alvin Community College
Tammy Giffrow	Alvin Community College
Kyle Marasckin	Alvin Community College
Clay Grover	Yvette Reyes-Hall
	Michael Hoover

Call to Order

The meeting was called to order by Vice Chair Sanchez at 12:23 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*.

Discussion Regarding Building E

Dr. Exley provided an overview of the current activity that is taking place in Building K, the possible usage for area Fire and Police Departments, the information from the most recent appraisal of 2019 regarding the condition of the building, recommended foundation repair and the estimated selling price at that time.

This information was provided to assist the Board in making a plan for Building K and its possible maximum usage in the future. Dr. Exley will research and present a business plan that would include types of usage, rental fees, estimated repair costs and costs to keep the building online for further discussion at the next Board of Regents Workshop in June.

This presentation was for information only.

Executive Session

The Regents moved into Executive Session at 1:25 p.m.

For the purpose of a private consultation with its attorney when seeking the advice of its attorney, in accordance with Tex. Gov't Code Section 551.071; Deliberate the self-evaluation of the ACC College Board of Regents, in accordance with Tex. Gov't Code Section 551.074.

Executive session ended at 2:17 p.m.

Call to Order

The meeting was called back into order by Chair Sanchez at 2:18 p.m.

Adjournment

There being no further business before the Board, the meeting was adjourned at 2:18 p.m.

Patty Hertenberger, Secretary

'Bel Sanchez, Chairman

10.B. **Consider Approval of Personnel Action (Replacement): Instructor/Art - 9
Month**



Your College **Right Now**

Dr. Robert J. Exley, Ph.D
President

MEMORANDUM NO: 54-2022

TO: Board of Regents
FROM: Robert J. Exley, PhD 
DATE: April 11, 2022
SUBJECT: Personnel Action (Replacement): Instructor/Art – 9 Month

The individual listed below has been recommended to fill the full-time position of Instructor/Art – 9 Month.

Candidate

Recommended: Jennifer McClish

Education: Abilene Christian University
Ph.D., Higher Education – In Process

University of Houston
M.F.A., Painting/Drawing

Memphis College of Art
B.A., Painting/Drawing

Experience: Alvin Community College
Adjunct Instructor, Art August 2016 - Present

Lee College
Adjunct Instructor, Art August 2016 - Present

Lone Star College
Adjunct Instructor, Art August 2016 - Present

Salary: \$51,162.16
9MA18/3 – Step 3, 9 Month Faculty Salary Schedule

RJE:tg

ACC ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	Instructor, Art		
Department:	Art	FLSA Status:	Exempt
Reports to:	Dean of Arts & Sciences	Salary Step:	Based on Contract Length / Degree
Safety Sensitive:	No	Job Category:	Full-Time Faculty
HR approved:	Human Resources/JE	Date:	01/24/2022
Last updated by:	Dean/Arts & Sciences/JM	Date:	01/24/2022

SUMMARY

The instructor will teach a variety of courses within the Arts Department including freshman and sophomore level courses, and private instruction in the specific area of expertise.

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

- Instructs and supervise a diverse population of students in the classroom at various times and locations
- Possesses a commitment to student engagement, student success, and instructional excellence
- Demonstrates effective communication skills, both written and oral
- Prepares and utilizes a course syllabus and assessments for each course using guidelines established by the institution
- Maintains current knowledge of effective teaching methodologies and utilizes a variety of instructional delivery methods, classroom media, and educational resources
- Assists in the recruitment and retention of students
- Advises students in academic matters or refers students to appropriate resources
- Assesses students' performance through a range of measurement activities and keeps them informed of their progress in a timely manner
- Engages students through posted office hours and electronic communication
- Utilizes technology to facilitate learning and to access data, maintain records, generate reports, and communicate with others
- Assists in the development, distribution and collection of assessments for courses and program objectives
- Builds positive and professional relationship with students, colleagues, college administration, and the community
- Submits timely college reports and forms to the appropriate divisions and departments
- Provides recommendations to the Instructional Dean, Department Chair, and appropriate college committees regarding curriculum, instruction and division operations
- Exhibits a commitment to lifelong learning through participation in professional development activities
- Adheres to Alvin Community College's policies and procedures
- Attends institutional meetings as required
- Other related 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

EDUCATION

- Master's degree in Art History or Studio Art or
- Master's degree with 18 graduate hours in Art or Art History or
- MFA or MA in Studio Art (Painting, Sculpture, Printmaking, Photography and Ceramics) or
- Master's degree with 18 graduate hours in studio art

EXPERIENCE

Prior teaching experience at the college level required

KNOWLEDGE, SKILLS, AND ABILITIES

- Must have a working knowledge of Microsoft Office programs, as well as intermediate computer skills
- Working knowledge of Blackboard course management system preferred
- Must be familiar with interactive teaching methods and instruction via the Internet

WORK ENVIRONMENT

The incumbent typically works in a classroom 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 a classroom. 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

EMPLOYEE SIGNATURE AND DATE

X

SUPERVISOR PRINTED NAME

X

SUPERVISOR SIGNATURE AND DATE

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

10.C. **Consider Approval of the Federal, State, and Private Grants Awarded during the 2021-2022 and Projected for 2022-2023 Report**



Dr. Robert J. Exley, Ph.D.
President

Your College  Right Now

MEMORANDUM NO: 51-2022

TO: Board of Regents
FROM: Robert J. Exley, PhD 
DATE: April 11, 2022
SUBJECT: Report on Federal, State, and Private Grants Awarded during 2021-22 and Projected for 2022-2023

The following report provides a grants status report as of April 1, 2022. It includes information on eight current State/Federal Grants in operation. Examples include Upward Bound, THE Nursing Innovation Grant Program, Carl Perkins Grant, and the Governor's Texas Talent Connection Grant. The report also provides information on the current ACC Foundation Innovative Initiative Grants. The total for all active grants is \$1,553,641.

ACC presently has four grant applications under review including the U.S. Department of Education Upward Bound application for the years 2022-2027 as well as the Lumina Foundation Million Dollar Challenge. ACC is also a co-applicant in two consortia-based grant applications. One includes San Jacinto College, Brazosport College, College of the Mainland, Houston Community College, Lee College, Lone Star College, and Wharton Junior College. The second consortia include San Jacinto College, Lamar Institute of Technology, and Lamar University.

This report is for information only.

RJE:tg

Alvin Community College Biannual Grants Update

April 5, 2022

This is a new format from previous grant updates. Details on individual grants are on the attached sheets.

ACC has the following in grant activity:

\$1,553,641	Active funded grants
\$5,362,400 to \$6,262,400	Grant applications in the funder review process (range due to Lumina Foundation application)
\$900,000	Grants in the application development process

There is also a separate list of grants that were reviewed and departments determined not to pursue them.

Alvin Community College Grant Status Report as of April 1, 2022

Grant Name/Fund Source	Begin Date	End Date	Personnel	Emphasis	Funds Utilization	Amount	ACC Role	Partner	Purpose	Grant Type
National Science Foundation – IUSE Contract Award # 1726968	9/1/2017	8/31/2022	John Matula	Biology	Lab equipment / supplies, Instructor wages	\$ 135,310.00	ACC is a Sub-recipient, is Primary	TSU Houston Community College, Tarleton State University	Expose Biology students to projects in research that simulate projects of scientists professionally. Note: This grant was originally with University of Houston. It moved to Tarleton State Univ. from UH in 2021.	Federal Discretionary Competitive
U.S. Dept of Education-Upward Bound Grant Contract Award # P047A170605	9/1/2017	8/31/2022	Yolanda Warren	Upward Bound	Materials, staffing, travel, courses for college exposure & preparation	\$ 312,480.00	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	Federal Discretionary Competitive
THECB Nursing Innovation Grant Program Contract #23787	11/30/2020	11/30/2022	Dr. Debra Fontenot	ADN Program	Professional Development Training and Materials for Instruction	\$ 118,845.00	Primary	N/A	Provide Professional Development training and credentialing to ADN Program faculty to enhance curriculum development and instructional delivery to simulate clinical experiences for students	State Discretionary Competitive
THECB Texas Reskilling Support Fund Grant Program #538450002 - "Go the Distance" Scholarship	1/4/2021	9/30/2022	Jeff Parks	CEWD and CE High Demand Occupation Programs	Tuition & Fees	\$ 113,850.00	ACC is a sub-recipient, is Primary	SIC San Jacinto College, Lamar Institute of Technology	This grant provides tuition assistance to students who have taken a break of 6 months or a long semester from their education. For high-demand occupation programs, known at ACC as the "Go the Distance" scholarship.	State Discretionary Competitive
TWC JET Grant (Jobs and Education for Texans) 2821JET001	8/31/2021	8/31/2022	Don Parus	Process Technology	Equipment	\$ 324,139.00	Primary	N/A	Provide equipment for process technology program training.	State Discretionary Competitive
Perkins Grant Contract Award # 18005	9/1/2021	8/31/2022	Dr. Stacy Ebert	Technical Programs	Technical Supplies, Support, Equipment	\$ 133,308.00	Primary	N/A	Provide supplies and equipment required for technical program instruction	Federal Formula Non-Competitive
Governor's Texas Talent Connection Grant under the Wagner-Peyser 7(b) Fund managed by the Texas Workforce Commission 2822WP8005 - "New Beginnings"	11/16/2021	11/30/2022	Robert Sanchez	TDCI	Instruction / Employment Counseling	\$ 346,659.00	ACC is the Primary, Lee is a Sub-recipient	Lee College	Provides instructional cost assistance to ensure TDCI students can graduate with their planned degree/certificate as well as workforce readiness training and job placement assistance	State Discretionary Competitive
THECB Accelerating Credentials of Purpose and Value Grant - 2020-GE-84425C	2/7/2022	9/30/2022	Stuart Jackson	CEWD	Curriculum Writing	\$ 50,000.00	Primary	N/A	This grant will develop a bridge between CNA and LVN.	State Discretionary Competitive
STATE/FEDERAL GRANTS SUBTOTAL						\$ 1,534,591.00				

Grant Name/Fund Source	Begin Date	End Date	Personnel	Emphasis	Funds Utilization	Amount	ACC Role	Partner	Purpose	Grant Type
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Alexander Swiger	English	Multi-media Equipment	\$ 1,000.00		N/A	Upgrade existing and add new audio/visual equipment to enhance English instruction	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Dr. Jade Borne	Student Services	Stipends	\$ 1,000.00		N/A	Provide emergency cash assistance to students	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Pat Dildy	Campus	Instructional Supplies / Equipment	\$ 1,200.00		N/A	Provide an enhanced outdoor learning environment	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Kevin Moody	Music	Instruction	\$ 1,000.00		N/A	Provide a song writing workshop	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Sarrie Currie Harrell & Karen Edwards	Personnel	Awards	\$ 1,500.00		N/A	Provide Excellence Awards to Adjunct Faculty	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Ian Baldwin	Library	Supplies	\$ 1,000.00		N/A	Develop an Honors Library Project	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Charley Bevil	Academics	Instruction	\$ 1,000.00		N/A	Provide support for International Education opportunities for students	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Querencia Joshua	Student Development	Instruction	\$ 1,000.00		N/A	Provide students access to a conference(s) designed to expand Academic and Leadership qualities	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	David Griffith	Music	Equipment and Supplies	\$ 900.00		N/A	Acquire a "Smart Music" Mobile Music Station	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Holly Williams	Support Services	Scholarships	\$ 1,000.00		N/A	Provide students grants to support completion of their degrees	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Dr. Cynthia Griffith	Academics and Technical Programs	Stipends	\$ 1,000.00		N/A	Provide certification stipends for Adjunct Faculty	Private / Foundation

2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Yolanda Warren	Student Services	Instruction	\$ 800.00		N/A	Improve student success in the classroom and in life through etiquette education	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Manuela Imthurn	Math	Instruction	\$ 2,000.00		N/A	Provide calculators to low income students to improve math performance	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Jason Nichols	I.T.	Equipment and Supplies	\$ 1,500.00		N/A	Upgrades digital audio interface that will improve the quality of the ACC's podcast sound to match that of professional venues	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Sarah Currie Harrell	CEWD	Professional Development	\$ 650.00		N/A	(Personal and professional qualities) and subsequently aiming and applying them in all areas of their work	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Sara Bouse	TDCJ	Transcripts	\$ 500.00		N/A	Pay for transcript fees for TDCJ students who have no alternative funding	Private / Foundation
2021-2022 ACC Foundation Innovative Initiative Grant	9/1/2021	8/31/2022	Heather Lewis & Dwight Rhodes	Science	Equipment and Supplies	\$ 2,000.00		N/A	Create a Biodiversity Center outdoors with cultivated areas for growing flowers and other natural plants to add to the diversity of natural surroundings already developed in the ACC gardens	Private / Foundation
ACC FOUNDATION GRANTS SUBTOTAL						\$ 19,050.00				
TOTAL, ALL ACTIVE GRANTS						\$ 1,553,641.00				

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	9/1/2022	8/31/2027	Yolanda Warren	Upward Bound	Materials, staffing, travel, courses for college exposure & preparation	\$1,562,400	Primary	N/A	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) Note: this application was submitted on 1/26/2022, pending funder review; anticipated notification July 2022	Federal Discretionary Competitive
Economic Development Authority – Good Jobs Challenge	9/1/2022	8/31/2025	Sarah Currie Harrell & Stuart Jackson	CEWD	Equipment and Student Retention Support	\$ 1,900,000	ACC is a sub-recipient, SIC is Primary	SIC, Brazosport, COM, HCC, Lee, Lone Star, Wharton CJC	Create a sectoral partnership and regional workforce training system designed to help Americans get back to work; (\$25,000,000 total) Note: this application is pending funder review, anticipated award notification is July 2022	Federal Discretionary Competitive
Lumina Foundation Million Dollar Challenge	8/1/2022	7/1/2024	Lorrent Smith	Marketing (Brand-building)	Technical Assistance and Strategic Marketing Efforts	\$1,000,000 (or \$100,000 for places 2-10)	Primary	N/A	Build ACC's Brand among 24-40 year olds. Note: this application is in the review process, top 10 finalists will be notified on April 27, 2022 to proceed to the next phase	Private / Foundation
Department of Defense STEM Community College Consortium Cooperative Agreement	9/1/2022	8/31/2028	Mikel Chamblee & Kenneth Briggs	Cybersecurity and Credit Welding	Equipment and Student Retention Support	\$ 1,800,000	ACC is a sub-recipient, SIC is Primary	San Jacinto College, Lamar Institute of Technology, Lamar University	Building a Sustainable Pipeline in the Texas Gulf Coast Region to Support STEM Industries (TX-STEM) as a consortium (\$9,551,721.00). Note: this application was submitted on 3/28/2022 and pending funder review; anticipated award notification is July 2022	Federal Discretionary Competitive
Total, Grants in Funder Review						\$5,562,400	to \$6,462,400		<i>*Range is due to Lumina Foundation \$100,000 or \$1,000,000 award</i>	

TWC JET Grant (Jobs and Education for Texans) 2022	8/31/2022	8/31/2023	Sarah Currie Harrell & Mikel Chamblee	CEWD (Truck Driving) & Credit (Cybersecurity)	Equipment	\$ 700,000.00	Primary	N/A	Provide equipment for cybersecurity and truck driving program training. TWC is allowing for 2 awards up to \$350,000 each with a 5% institutional match. Note: this application is in the development phase, applications will be submitted on April 28, 2022.	State Discretionary Competitive
TWC College Credit for Heroes Capacity Building Program	9/1/2022	8/31/2024	TBD	Veterans	Staffing, support for OCH program	\$ 200,000.00	Primary	N/A	Develop a fully integrated system for evaluation of Military Transcripts Note: this application is in the development phase, applications will be submitted on April 28, 2022.	State Discretionary Competitive
Total, Grants in Application Development						\$ 900,000.00				

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
THECB Texas Completion Repayment Program	12/17/2021	N	Financial Aid	\$1,000 per eligible student	Primary	N/A	To pay students' outstanding balances so they can continue school	State Discretionary Competetive	ACC has not used all prior HEERF funds yet, wouldn't be able to meet the deliverables
National Association of College and University Business Officers	1/7/2022	N	Business Office	\$30,000	Primary	N/A	Strategic Financial Planning	Private / Foundation	Application window was too small, local resources insufficient for successful implementation
TWC Dual Credit and Technical Education Equipment Only Grant	1/20/2022	N	Various	\$220,000 max	Primary	ISD's	Purchase, repair, or replace equiment to support new or existing Dual Credit Career and Technical Education programs	State Discretionary Competetive	Application window was too small
THECB Work-based Learning Opportunity Grants Apprenticeships/Internships	1/31/2022	N	Various	Apprenticeships - \$165,000 max; Internships - \$250,000 max	Primary	N/A	Support or expand esisting apprenticeship proprams in Spring or Summer 2022	State Discretionary Competetive	Application window too small, creation of formal apprenticeships too lengthy for grant period
U.S. Department of Education SSARP Program (HEERF III)	N/A	N	Campus-wide	N/A	Primary	N/A	HEERF funding for schools that did not previously receive these funds	Federal Discretionary Formula	ACC did not qualify
U.S. Department of Labor Strengthening Community Colleges Training Grant	6/2/2022	N	Various	\$1,500,000-\$5,000,000	Primary	N/A	Increase community college capacity and responsiveness to address equity gaps, meet skill development need of employers, etc.	Federal Discretionary Competetive	Aimed a college consortia, rather than individual institutions

11. **Student Report**
12. **Faculty Senate Report**
13. **President's Report**
14. **President's Goal #5 Report - Complete Phase I of ACC's Student Enrollment Management (SEM) Plan**

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: April 22, 2022
SUBJECT: President's Goal #5 Report - Complete Phase I of ACC's Student Enrollment Management (SEM) Plan

On August 12, 2021, Alvin Community College Board of Regents approved seven transition year goals for the President for the 2021-2022 year.

Goal #5 states:

Complete Phase I of ACC's Student Enrollment Management (SEM) Plan

I have asked Dr. Jade Borne to co-present with me on this goal since he is the Executive Leadership Team member working directly with to achieve the Gap-Year Goal of Creating a Foundation for the Strategic Enrollment Model for ACC.

As you may recall, the 2016-2021 Strategic Plan included a Breakthrough Goal which states: "Alvin Community College will develop itself as an evidence-based, data-driven organization to improve organizational efficiency and increase student achievement, completion and success." The creation and implementation of a Student Enrollment Management Plan is a key result of this 2016-2021 Breakthrough Strategic Goal.

The development a Student Enrollment Management Plan includes four phases –1) Preparation & Data Analysis, 2) Strategy Development, 3) Goal Development, and 4) Implementation & Continuation. We are on track to complete, in this academic year, each of the following core activities critical to Phase I:

- Build Structure
- Identify the Key Performance Indicators (KPIs)
- Collect Data
- Complete Situation Analysis

Dr. Borne and I will provide the Board of Regents members with a status report on this work as well as how this work is being complemented by our Guided Pathways Initiative and our immediate tactical planning for addressing enrollment challenges as we emerge from the COVID-19 Pandemic.

This item is for information only.

RJE:tg

15. **Consider Approval of Remote Work Policy**

MEMORANDUM NO: 52-2022

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: April 11, 2022
SUBJECT: Remote Work Schedule Arrangements Policy DJ2 (LOCAL)

As you may recall, we formed an ad hoc working group to review our current remote work policy and to complete a review of the need for a permanent policy addressing our work in the future. We utilized two distinct working groups as members on the Remote Work Policy Review and Recommendation for Board Policy Task Force. One group included instructional faculty to address issues related to faculty members and the other included non-faculty employees. The two working groups collaborated to produce the final work product and the Board received a presentation during the Board Meeting of February 24, 2022.

Since that meeting, the Executive Leadership Team has worked closely with Human Resources and the leadership of the Remote Work Policy Review and Board Policy Task Force. The resulting proposed local policy is presented for your consideration and shall provide guidance and clear expectations for the College administration to implement this policy.

Administrative Procedures will be in place prior to the full implementation of the policy.

It is recommended that the Board of Regents adopt said policy and set the implementation date to be the beginning of the Fall Term 2022 on August 15, 2022.

REMOTE WORK SCHEDULE ARRANGEMENTS

DJ2
(LOCAL)

The College considers a remote work arrangement to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Remote work may be appropriate for some employees and jobs but not for others. These arrangements are approved on an as-need basis only, with no expectation of on-going continuance.

Definitions

Remote Work Arrangement – an authorized work agreement that allows eligible full-time and part-time employees to work remotely.

Remote Worker – means an employee who works away from the primary college office(s) as approved by the appropriate supervisors within the chain of command.

Remote Work

Remote work is a cooperative arrangement between Alvin Community College and the employee. The remote work arrangement is based on the needs of the position, work group or department and the employee's overall performance. The remote work arrangement hours are determined by the job duties and the supervisor.

Faculty are eligible for remote work for the portion of their job requirements that are not directly on-campus instruction related.

The Office of Human Resources may also initiate an individual work agreement when a medically mandated accommodation is requested and approved.

Campus-wide remote work arrangements may be implemented when college operations must continue during inclement weather, health pandemics or other unforeseen catastrophic events, where the safety of employees may be jeopardized.

All remote work arrangements must be approved by the appropriate supervisors and/or the College President.

16. **Consider Approval of TASB Risk Management Fund Membership**



Your College  **Right Now**

Dr. Robert J. Exley, Ph.D.
President

MEMORANDUM NO: 61-2022

TO: Board of Regents
FROM: Robert J. Exley, PhD 
DATE: April 19, 2022
SUBJECT: Board of Trustee Acceptance of Changes to TASB Risk Fund Interlocal Agreement

Attached you will find information that gives details about the updates to the Interlocal Agreement that Alvin Community College has with TASB Risk Fund. Alvin Community College does business with TASB Risk Fund by purchasing Unemployment Insurance for the College from TASB Risk Fund. Along with the new Interlocal Agreement (IPA), a Frequently Asked Questions document with more information and a summary of changes is included to assist the College in executing the agreement. The updates to the IPA focus on three areas: 1) clarity of purpose and meaning, 2) updates to Fund Member duties and obligations, and 3) revisions to the dispute resolution provisions.

This proposal is for the Board of Trustees to accept these updates to the interlocal agreement and allow Dr. Exley or Chair 'Bel Sanchez to sign as the College's Authorized Representative.

RJE:tg



March 1, 2022

Dr. Robert Exley
Alvin Community College
rexley@alvincollege.edu

Participation in TASB Risk Management Fund Coverage Programs

Dear Dr. Exley:

Please accept this letter as formal written notice that the Interlocal Participation Agreement (IPA) between Alvin Community College and the TASB Risk Management Fund (Fund) is amended by the Fund effective May 1, 2022. The IPA is the foundational agreement by which eligible organizations join the Fund.

The amended IPA will replace your current IPA with the Fund. A copy of the new IPA is included for review and execution. It was last amended in 2012. Pursuant to Chapter 791 of the Texas Government Code, the new IPA must be authorized and approved by your Board of Trustees.

Along with the new IPA, a Frequently Asked Questions document with more information and a summary of changes is included to assist you in executing the agreement. The updates to the IPA focus on three areas: 1) clarity of purpose and meaning, 2) updates to Fund Member duties and obligations, and 3) revisions to the dispute resolution provisions.

The IPA must be approved through Board action and returned to the Fund. Your organization may take one of following approaches related to the new IPA:

- Seek authorization from your Board of Trustees and return the executed IPA to the TASB Risk Management Fund at tasbrmf@tasbrmf.org no later than May 13, 2022. A countersigned copy will be returned to you for your records.
- Take no action. The IPA will go into effect May 1, 2022, and your current coverage will continue under the terms of the new IPA. However, your next renewal proposal for Fund coverage will require a board-approved executed IPA unless you terminate coverage at that time.
- Terminate coverage in all Fund programs effective April 30, 2022, by providing written notice of termination to the Fund by April 29, 2022.

Please reach out to your TASB Risk Management Marketing Consultant for assistance with this process. We thank you for your membership in the TASB Risk Management Fund. We are very



TASB Risk Management Fund
P.O. Box 301 • Austin, Texas 78767-0301 • 800.482.7276
12007 Research Blvd. • Austin, Texas 78759-2439 • tasbrmf.org

Administered by the Texas Association of School Boards

proud of our 48-year record of proven strength, stability, and service to Texas public school districts and other educational entities and look forward to our continued partnership.

Sincerely,

A handwritten signature in black ink that reads "Dubravka H. Romano".

Dubravka H. Romano
Associate Executive Director
Risk Management Services
Texas Association of School Boards, Inc.

CC: Lindsey Hindman
Rosa Brown (Rosa.Brown@tasb.org)

Attachments: Frequently Asked Questions and Explanation of Changes, Amended Interlocal Participation Agreement



TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions

What is the IPA?

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

Does the IPA require Board approval?

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

What is the effective date of the IPA?

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

Why is the IPA Changing?



The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

What are the specific changes to the IPA?

A thorough explanation of the changes is included in this document on the following page.

Can my organization make changes to the IPA?

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

What if my organization doesn't agree to the terms of the new IPA?

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

Who can I contact for additional information?

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at paul.taylor@tasb.org.

What are the steps for signing and returning the IPA?

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to tasbrmf@tasbrmf.org no later than May 13th, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

Explanation of Changes to the IPA

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.



Revisions to Dispute Resolution provisions:

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

**TASB RISK MANAGEMENT FUND
INTERLOCAL PARTICIPATION AGREEMENT**

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;



- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.



8. **Other Duties of Fund Member.**

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. **Subrogation and Assignment of Rights.**

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.



15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).



21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.



26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Alvin Community College**

By: _____
Signature of Fund Member's Authorized Representative

Date: _____

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____
Chair, TASB Risk Management Fund Board of Trustees

Date: _____



17. **Consider Approval of Student Pay Rate Increase**



Dr. Robert J. Exley, Ph.D
President

Your College  Right Now

MEMORANDUM NO: 60-2022

TO: Board of Regents
FROM: Robert J. Exley, PhD *RJE*
DATE: April 12, 2022
SUBJECT: Consider Approval of Student Pay Rate Increase

As we have discussed over the past few months, the College is experiencing significant challenges in securing student workers for the primary reason that our hourly rate is simply not competitive with available jobs in the community. Following extensive conversation with the ELT, I am proposing an increase of the student pay rate to \$10.00 per hour from the current minimum wage rate of \$7.25 per hour for both college-work study and institutional student employees.

Many students depend on part-time employment in order to pursue their education. Although it can be more convenient for students to work on campus, due to the low pay rate, students are pursuing employment elsewhere to earn more than minimum wage. As a result, there has been a decrease in student employment applications and the number of student employees has been steadily declining.

Not only do businesses offer more than minimum wage, but some of our community college peers are paying student employee rates ranging from \$9.00 to \$13.00 per hour.

While the proposed rate of \$10.00 per hour would allow ACC to be more competitive, the rate also remains in line with our lowest paid rate for part-time staff positions of \$10.74 per hour.

In an effort to better serve our students, it is recommended the Board of Regents approve a new rate of \$10.00 per hour for student employees.

RJE:tg

18. **Financial Report**

TO: Board of Regents
 FROM: Elizabeth (Beth) Nelson
 DATE: April 28, 2022
 SUBJECT: Investment Transactions Report

Investment Position:

As of February 28, 2022, Alvin Community College had \$ 9,150,000 invested in eight certificates of deposit purchased through First National Bank-Alvin, one certificate of deposit purchased through Texas Advantage Bank, one certificate of deposit purchased through the CDARS program using Texas Advantage Bank and one purchased from Amoco Federal Credit Union.

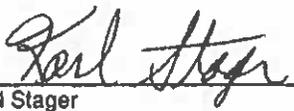
Summary:

Beginning market value		12/1/2021	\$	10,950,000
Additions/changes to the market value:				
	a.	Sale of CDs		(7,150,000)
	b.	Purchase of CDs		5,350,000
	c.	TexSTAR		2,735,209
Ending market value		2/28/2022	\$	11,885,209
Fully accrued interest			\$	7,470
Interest earned on Bond Note funds			\$	80

Pooled Funds:

The	\$	11,885,209	currently invested was taken from the following major fund groups:
	\$	9,150,000	General Fund 11
	\$	2,735,209	2018 Maintenance Tax Note 66

We certify that the investments made during this reporting period are in compliance with Alvin Community College's Investment Policy and the Texas Government Code.


 Karl Stager


 Elizabeth Nelson

Alvin Community College
 3110 Mustang Road
 Alvin, TX 77511
 (281) 756-3508
bnelson@alvincollege.edu

ALVIN COMMUNITY COLLEGE
Investment Schedule

Below is a list of Alvin Community College's investments for the period December 1, 2021 through February 28, 2022. All securities have been purchased according to the investment policy approved by the Board of Regents at the August 12, 2021 board meeting.

CD No.	Purchase Date	Due Date	Interest Rate	Term	Days Held	Principal	Interest Earned	Accrued Interest	Total
BEGINNING INVESTMENTS:									
520890	02/21/20	02/21/23	1.700%	1096	90	250,000			250,000 a
1016372516	02/23/20	02/23/23	1.700%	1096	90	250,000			250,000 b
1861710	01/10/19	01/10/22	3.050%	1096	41	250,000			250,000 c
200000512	02/06/20	02/05/23	1.500%	1095	90	1,000,000			1,000,000
200000585	03/23/21	12/01/21	0.143%	253	1	500,000			500,000
200000586	03/23/21	12/08/21	0.148%	260	8	1,800,000			1,800,000
200000590	06/23/21	01/19/22	0.153%	210	50	1,800,000			1,800,000
200000592	07/06/21	01/10/22	0.146%	188	41	500,000			500,000
200000596	10/05/21	02/08/22	0.140%	126	70	500,000			500,000
200000597	10/25/21	02/21/22	0.163%	119	83	1,800,000			1,800,000
200000598	11/02/21	03/03/22	0.153%	121	90	500,000			500,000
200000599	11/16/21	03/24/22	0.156%	128	90	1,800,000			1,800,000
Subtotal for CD Investments for Beginning of the Period						\$ 10,950,000	\$ -	\$ -	\$ 10,950,000
SALES:									
1861710	01/10/19	01/10/22	3.050%	1096	41	250,000			250,000 c
200000585	03/23/21	12/01/21	0.143%	253	1	500,000			500,000
200000586	03/23/21	12/08/21	0.148%	260	8	1,800,000			1,800,000
200000590	06/23/21	01/19/22	0.153%	210	50	1,800,000			1,800,000
200000592	07/06/21	01/10/22	0.146%	188	41	500,000			500,000
200000596	10/05/21	02/08/22	0.138%	126	70	500,000			500,000
200000597	10/25/21	02/21/22	0.163%	119	83	1,800,000			1,800,000
Total Sales						7,150,000	-	-	7,150,000
PURCHASES:									
1861710	01/10/22	01/10/25	1.050%	1096	49	250,000			250,000
200000600	12/01/21	04/05/22	0.171%	125	89	500,000			500,000
200000603	01/10/22	05/05/22	0.232%	115	49	500,000			500,000
200000604	01/19/22	04/22/22	0.267%	93	40	1,800,000			1,800,000
200000606	02/10/22	05/22/22	0.384%	101	18	500,000			500,000
200000607	02/22/22	06/23/22	0.580%	121	6	1,800,000			1,800,000
Total Purchases						5,350,000	-	-	5,350,000
ENDING INVESTMENTS:									
520890	02/21/20	02/21/23	1.700%	1096	90	250,000		1,048	251,048 a
1016372516	02/23/20	02/23/23	1.700%	1096	90	250,000		1,048	251,048 b
1861710	01/10/22	01/10/25	1.050%	1096	49	250,000		352	250,352 c
200000512	02/06/20	02/05/23	1.500%	1095	90	1,000,000		3,698	1,003,698
200000598	11/02/21	03/03/22	0.153%	121	28	500,000		59	500,059
200000599	11/16/21	03/24/22	0.156%	128	14	1,800,000		108	1,800,108
200000600	12/01/21	04/05/22	0.171%	125	89	500,000		208	500,208
200000603	01/10/22	05/05/22	0.232%	115	49	500,000		156	500,156
200000604	01/19/22	04/22/22	0.267%	93	40	1,800,000		527	1,800,527
200000606	02/10/22	05/22/22	0.384%	101	18	500,000		95	500,095
200000607	02/22/22	06/23/22	0.580%	121	6	1,800,000		171	1,800,171
Total for End of Period for CD Investments						\$ 9,150,000	\$ -	\$ 7,470	\$ 9,157,470
INVESTMENT POOL									
TexSTAR						\$ 2,735,129	\$ 80	\$ -	\$ 2,735,209

a Texas Advantage Bank
b Texas Advantage CDARS (First National Bank of Michigan and Mutual of Omaha Bank)
c Amoco Federal Credit Union

ALVIN COMMUNITY COLLEGE FOUNDATION
Investment Schedule

Below is a list of Alvin Community College Foundation's investments for the period December 1, 2021 through February 28, 2022. All securities have been purchased according to the investment policy approved by the ACC Foundation Board of Directors at the February 17, 2015 board meeting.

BEGINNING INVESTMENTS 12/01/21	\$	4,365,564
Deposits		16,759
Sales Proceeds/Redemptions		216,202
Dividends		19,032
Interest		2
Capital Gains		197,170
Fees		(10,045)
Cash Withdrawals		-
Funds Used to Purchase Securities		(216,202)
Change in value of priced securities		<u>(325,151)</u>
ENDING INVESTMENTS 02/28/22	\$	<u>4,263,331</u>

Alvin Community College
Consolidated Statements of Net Assets

	March 31, 2022	March 31, 2021	Variance	Explanations/Descriptions
Current Assets				
Cash and cash equivalents	16,986,380	2,916,606	14,069,774	
Short-term investments	14,885,458	31,259,877	(16,374,419)	
Accounts receivable, net	912,522	575,899	336,623	Installation Plans outstanding, billing outstanding to sponsors and third parties, grant billings, and CE billings
Inventories	156,653	190,220	(33,567)	
Prepays	8,271	109,523	(101,252)	Travel advances and prepaid expenses
Total Current Assets	32,949,284	35,052,125	(2,102,841)	
Noncurrent assets				
Long-term investments	1,000,000	1,000,000	-	
Capital assets, net	45,576,905	30,953,322	14,623,583	
Total Assets	79,526,189	67,005,447	12,520,742	
Deferred Outflows of Resources				
Deferred outflows - pensions	3,651,781	4,339,605	(687,824)	TRS pension
Deferred outflows - OPEB	9,755,156	5,951,439	3,803,717	OPEB
Total Deferred Outflows of Resources	13,406,937	10,291,044	3,115,893	
Liabilities				
Accounts payable & accrued liabilities	271,510	(34,016)	305,526	
Net pension liability	9,854,249	9,596,705	257,544	
Net OPEB liability	28,599,258	26,895,555	1,703,703	
Funds held for others	53,528	47,958	5,570	Agency funds - groups, clubs, etc on campus
Deferred revenues	118,372	72,689	45,683	Grants paid in advance and fall registrations
Compensated absences	465,914	528,706	(62,792)	Entry made annually for change in liability
Bonds payable, net of premiums	4,752,264	6,562,444	(1,810,181)	Annual payment
Tax note payable, net of premiums	19,640,000	20,420,000	(780,000)	Annual payment
Total Liabilities	63,755,094	64,090,041	(334,947)	
Deferred Inflows of Resources				
Deferred inflows - pensions	1,499,947	1,911,006	(411,059)	TRS pension
Deferred inflow - OPEB	7,280,493	6,709,983	570,510	OPEB
Deferred inflow - premium on tax note	2,698,503	2,461,286	237,217	OPEB
Total Deferred Inflows of Resources	11,478,944	11,082,275	396,669	
Net Assets				
Fund Balance - Equity	17,699,087	2,124,175	15,574,912	
Total Net Assets	17,699,087	2,124,175	15,574,912	

Alvin Community College
Consolidated Statements of Revenue and Expense
 March 31, 2022 and March 31, 2021

	Year-To-Date					Prior Year-To-Date				
	All Other		M&O	Remaining	% of Budget	All Other		Amended M&O	Remaining	% of Budget
	Funds Actual	M&O Actual	Budget	Budget		Funds Actual	M&O Actual	Budget	Budget	
Revenues										
Operating revenues										
Tuition and fees	1,422,115	3,393,187	6,688,719	(1,295,536)	80.63%	1,626,219	5,571,353	6,052,116	(480,763)	92.06%
Federal grants and contracts	9,601,197	-	245,993	(245,993)	0.00%	6,461,173	-	1,138,749	(1,138,749)	0.00%
State grants	352,974	-	-	-	0.00%	348,012	-	-	-	0.00%
Local grants	196,067	-	-	-	0.00%	222,948	-	-	-	0.00%
Auxiliary enterprises	1,107,479	-	-	-	0.00%	1,067,897	-	-	-	0.00%
Other operating revenues	254,630	29,657	75,000	(45,343)	39.54%	193,066	36,589	52,500	(15,911)	69.69%
Total operating revenues	12,934,482	5,422,840	7,009,712	(1,586,872)	77.36%	9,919,315	5,607,942	7,243,365	(1,635,423)	77.42%
Expenses										
Operating expenses										
Administrative	-	4,312,124	7,869,087	3,556,963	54.80%	-	3,729,683	6,891,734	3,162,051	54.12%
Institutional	-	3,474,647	7,576,346	4,101,899	45.86%	-	3,921,281	6,854,512	2,883,231	57.94%
Designated for Institutional Reserve	-	-	-	-	0.00%	-	-	1,477,340	1,477,340	0.00%
Occupational Technical Instruction	-	3,069,234	6,341,151	3,271,917	48.40%	-	2,885,581	6,017,287	3,131,706	47.95%
University Parallel Instruction	-	4,293,407	8,296,763	4,003,356	51.75%	-	3,985,675	7,484,982	3,499,107	53.25%
Student Services	-	2,475,365	5,043,330	2,567,965	49.08%	-	2,314,893	4,756,104	2,441,211	48.67%
Physical Plant	-	1,553,666	3,301,962	1,748,296	47.05%	-	1,396,558	3,203,462	1,806,904	43.60%
Unbudgeted Unrestricted (Fund 12)	744,311	-	-	-	0.00%	860,184	-	-	-	0.00%
Continuing Education	503,553	-	-	-	0.00%	696,023	-	-	-	0.00%
Auxiliary Enterprises	1,460,342	-	-	-	0.00%	1,018,154	-	-	-	0.00%
Local Grants	5,027	-	-	-	0.00%	77,055	-	-	-	0.00%
TPEG	231,705	-	-	-	0.00%	198,619	-	-	-	0.00%
Institutional Scholarships	98,256	-	-	-	0.00%	148,501	-	-	-	0.00%
State Grants	352,974	-	-	-	0.00%	348,012	-	-	-	0.00%
Federal Grants	9,601,790	-	-	-	0.00%	6,461,173	-	-	-	0.00%
Donor Scholarships	273,143	-	-	-	0.00%	287,837	-	-	-	0.00%
Unexpended Plant Fund	756,113	-	-	-	0.00%	421,923	-	-	-	0.00%
Depreciation	-	-	-	-	0.00%	-	-	-	-	0.00%
Debt Retirement	156,101	-	-	-	0.00%	152,019	-	-	-	0.00%
Gain on Sale of Property	-	-	-	-	0.00%	-	-	-	-	0.00%
Tax maintenance Note	1,763,107	-	-	-	0.00%	9,060,211	-	-	-	0.00%
Total operating expenses	15,947,422	19,178,444	38,428,839	19,250,395	49.91%	19,729,711	18,283,671	36,683,421	18,401,750	49.84%
Operating Gain/(Loss)	(3,012,940)	(13,755,604)	(31,419,127)	(20,837,267)		(9,810,396)	(12,675,729)	(29,442,056)	(20,037,173)	
Nonoperating revenues										
State appropriations*	-	4,168,516	7,587,622	(3,419,106)	54.94%	-	4,081,788	7,772,636	(3,690,848)	52.51%
Property tax revenue - Current	1,494,176	21,666,780	23,617,061	(1,945,781)	91.76%	1,497,361	18,377,978	20,117,080	(1,739,102)	91.36%
Property tax revenue - Insult Reserve	-	144,444	144,444	-	-	-	1,477,340	1,477,340	-	-
Property tax revenue - Delinquent	7,200	88,674	88,674	-	0.00%	9,935	108,423	108,423	-	0.00%
Property tax revenue - Interest & Penalties	4,566	59,735	59,735	-	0.00%	6,070	89,061	89,061	-	0.00%
Investment income	478	32,257	75,000	(42,743)	43.01%	7,414	45,629	75,000	(29,371)	60.84%
Other non-operating revenues	353,318	13,334	-	13,334	0.00%	236,390	4,381	-	4,381	0.00%
Total nonoperating revenues	1,759,738	26,173,240	31,419,127	(5,245,887)	83.30%	1,757,170	24,184,600	29,442,056	(5,257,456)	82.14%
Provided by the State										
Revenue for Insurance and Retirement	-	1,202,904	-	1,202,904	0.00%	-	1,392,815	-	1,392,815	0.00%
State Insurance Match	-	(508,111)	-	(508,111)	0.00%	-	(640,160)	-	(640,160)	0.00%
State Retirement Match	-	(419,214)	-	(419,214)	0.00%	-	(366,944)	-	(366,944)	0.00%
State Retiree Insurance	-	(275,579)	-	(275,579)	0.00%	-	(385,711)	-	(385,711)	0.00%
Increase/(decrease) in net assets	(1,253,202)	12,417,636	-	(26,083,154)		(8,053,226)	11,508,871	-	(25,294,629)	

* State Appropriation generated by CE = 107,548

111,025

* Institutional Reserve 10,868,668

9,347,000

Alvin Community College
Consolidated Statements of Revenue and Expense
March 31, 2022 and March 31, 2021

	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										
Total operating revenues	12,934,482	5,422,840	7,009,712	(1,586,872)	77.36%	9,919,315	5,607,942	7,243,365	(1,635,423)	77.42%
Nonoperating revenues										
Total nonoperating revenues	1,759,738	26,173,240	31,419,127	(5,245,887)	83.30%	1,757,170	24,184,600	29,442,056	(5,257,456)	82.14%
Less Expenses										
Operating expenses										
Total operating expenses	(15,947,422)	(19,178,444)	(38,428,839)	(19,250,395)	49.91%	(19,729,711)	(18,283,671)	(36,685,421)	(18,401,750)	49.84%
Increase/(decrease) in net assets	(1,253,202)	12,417,636	-	(26,083,154)		(8,033,226)	11,508,871	-	(25,294,629)	

- State Approp portion generated by CE = 107,548 111,025
- Institutional Reserve 10,868,668 9,347,000

Alvin Community College
Consolidated Detail Expense by Type
March 31, 2022 and March 31, 2021

	Year-To-Date					Prior Year-To-Date				
	All Other Funds Actual	M&O Actual	M&O Budget	Remaining Budget	% of Budget Expended	All Other Funds Actual	M&O Actual	M&O Budget	Remaining Budget	% of Budget Expended
Administrative Sal	50,675	1,024,226	1,755,274	731,048	58.35%	38,041	942,726	1,664,975	722,749	56.39%
Professional Sal	342,550	2,741,137	5,490,048	2,748,911	49.93%	634,877	2,556,858	4,838,733	2,281,875	52.84%
Tech/Clerical Sal	427,937	2,639,823	5,135,350	2,495,527	51.40%	512,696	2,517,319	4,876,121	2,358,802	51.63%
Faculty Sal	172,735	6,278,368	12,289,001	6,010,633	51.09%	258,480	5,861,884	11,394,578	5,532,694	51.44%
Misc Sal	33,079	85,196	144,855	59,659	58.81%	35,423	43,655	64,980	21,325	67.18%
Reg Students Sal	16,557	24,111	161,279	137,168	14.95%	5,499	34,872	169,454	134,582	20.58%
Work Study Students Sal	30,254	-	-	-	0.00%	24,940	-	-	-	0.00%
Staff Benefits	154,268	2,159,652	4,305,770	2,146,118	50.16%	208,597	2,159,756	4,000,775	1,841,019	53.98%
Subtotal	1,228,055	14,952,513	29,281,577	14,329,064	51.06%	1,718,553	14,116,570	27,009,616	12,893,046	52.26%
Equipment	44,245	18,710	-	(18,710)	0.00%	58,511	17,032	43,400	26,368	39.24%
Computer Hardware	-	5,307	-	(5,307)	0.00%	272,103	23,373	93,050	69,677	25.12%
Capital Improvements	39,680	-	-	-	0.00%	-	-	-	-	0.00%
Designated for Insit Reserve	-	-	144,444	144,444	0.00%	-	-	1,477,340	1,477,340	0.00%
Travel/Prof Development	12,754	116,101	213,374	97,273	54.41%	11,645	58,533	440,524	381,991	13.29%
Supplies & Exp	1,230,265	3,978,713	6,574,244	2,595,531	60.52%	1,483,010	3,923,450	5,413,866	1,490,416	72.47%
Institutional Scholarships	98,256	107,100	333,700	226,600	32.09%	148,501	144,713	323,000	178,287	44.80%
Financial Aid	9,636,082	-	-	-	0.00%	5,713,161	-	-	-	0.00%
Donor Scholarships	273,143	-	-	-	0.00%	287,837	-	-	-	0.00%
Purchases (Store/Concession)	709,621	-	-	-	0.00%	402,237	-	-	-	0.00%
Contingency Expense	-	-	100,000	100,000	0.00%	-	-	100,000	100,000	0.00%
Depreciation	-	-	-	-	0.00%	-	-	-	-	0.00%
Debt Retirement (Int & Amort)	156,101	-	-	-	0.00%	15,019	-	-	-	0.00%
Tax Maintenance Note	1,763,107	-	1,781,500	1,781,500	0.00%	9,060,211	-	1,784,625	1,784,625	0.00%
Unexpended Plant	756,113	-	-	-	0.00%	421,923	-	-	-	0.00%
	15,947,422	\$ 19,178,444	\$ 38,428,839	\$ 19,250,395	49.91%	\$ 19,729,711	\$ 18,283,671	\$ 36,685,421	\$ 18,401,750	49.84%
State Insurance Match	-	508,111	-	(508,111)	0.00%	-	640,160	-	(640,160)	0.00%
State Retirement Match	-	419,214	-	(419,214)	0.00%	-	366,944	-	(366,944)	0.00%
State Retiree Insurance	-	275,579	-	(275,579)	0.00%	-	385,711	-	(385,711)	0.00%

Alvin Community College
Continuing Education Statement of Revenue and Expense
March 31, 2022

	Year-To-Date					
	Actual Revenue	TPEG	Exemptions	Net Revenue	Actual Expense	Net Margin
Administration	107,548	247	(4,124)	103,671	238,294	(134,622)
GED	1,862	-	-	1,862	464	1,398
Law Enforcement	-	-	-	-	-	-
Real Estate	817	-	-	817	-	817
Dental Assistant	33,985	(2,026)	-	31,959	40,167	(8,208)
Phlebotomy	27,990	(1,679)	-	26,311	9,048	17,263
Health and Medical	-	-	-	-	-	-
Certified Nursing / Medication Aide	44,040	(2,642)	-	41,398	7,228	34,170
Welding	83,009	(4,725)	(3,697)	74,587	63,069	11,518
Truck Driving	166,039	(8,032)	-	158,008	77,316	80,692
Center for Professional Workforce Dev	11,268	-	-	11,268	-	11,268
Education to Go	4,367	-	-	4,367	-	4,367
Concealed Handguns	348	-	-	348	-	348
Occupational Health & Safety	3,288	-	-	3,288	223	3,064
Community Programs	800	-	-	800	140	660
Clinical Medical Assistant	58,230	(3,494)	-	54,736	10,457	44,279
Vet Assistant	2,328	(83)	-	2,245	1,247	998
Yoga	1,430	-	-	1,430	700	730
Human Resource Program	-	-	-	-	-	-
Activity Director Program	2,070	(124)	-	1,946	-	1,946
Machinist Program	-	-	-	-	-	-
TWC Pipefitter Program	-	-	-	-	-	-
STRIVE	88,795	(4,947)	(6,254)	77,594	38,764	38,830
TWC INEOS/TEAM	-	-	-	-	-	-
TWC Ascend	7,400	796	-	8,196	11,600	(3,404)
Industrial Maintenance	-	-	-	-	-	-
TWC Building Construction Trades	-	-	-	-	4,836	(4,836)
Total	645,614	(26,708)	(14,074)	604,831	503,553	101,278

*2.58% of the state appropriation for FY21/22 is attributed to CE hours. This funding is used to offset administrative costs.

Departments highlighted generate the CE hours that contribute to the calculation of ACC's state appropriations.

Alvin Community College
Auxiliary Profit/(Loss) Statement Year-To-Date Through March 31, 2022 and March 31, 2021

	Parking	Student Activities	Bookstore	Vending	Childcare	Fitness Center	Total	Prior Year-To-Date
Revenue								
Sales & services	179,987		559,274	2,086	184,177	2,725	928,249	887,559
Student Fees		179,230					179,230	180,338
	179,987	179,230	559,274	2,086	184,177	2,725	1,107,479	1,067,897
Expenses								
Purchases & Returns			709,621	296			709,918	402,237
Salaries	60,139	53,776	116,929		159,337	5,184	395,265	354,460
Staff Benefits	17,274	9,139	30,006		53,447	247	110,113	111,511
Supplies & Other Operating Expenses	100,476	47,235	17,165		14,390	212	179,478	143,023
Equipment	39,680		14,788				54,468	-
Building Repairs							-	-
Bank Charges			4,685		2,214	2	6,901	6,923
Contingency							-	-
Scholarships		3,900					3,900	-
	217,569	114,050	893,195	296	220,588	5,644	1,460,342	1,018,154
Excess revenue over expenses	(37,582)	65,180	(333,921)	1,790	(45,011)	(2,920)	(352,263)	49,743
Assets:								
Cash & Petty Cash			2,513				2,513	2,513
Accounts Receivable							-	-
Interfund Receivables	230,736	458,460	313,866	5,079	(1,165)	73,117	1,080,092	972,125
Prepaid Expenses							-	-
Inventories			156,653				156,653	190,220
Total Assets	230,736	458,460	473,831	5,079	(1,165)	73,117	1,239,257	1,164,858
Liabilities:								
Accounts Payable/Gift Certificates	6,063	638	32,094		7,459		46,255	63,773
Deferred Revenue							-	-
Deposits							-	-
Total Liabilities	6,063	638	32,094		7,459		46,255	63,773
Restricted Fund Balance (includes inventories)			156,653				156,653	190,220
Unrestricted Fund Balance	224,673	457,822	284,284	5,079	(8,624)	73,116	1,036,350	910,865
Total Liabilities & Fund Balance	230,736	458,460	473,831	5,079	(1,165)	73,116	1,239,257	1,164,858

Alvin Community College
Auxiliary Profit/(Loss) Statement - Year-To Date Through March 31, 2021

	Parking	Student Activities	Bookstore	Vending	Childcare	Fitness Center	Total
Revenue							
Sales & services	179,565		560,911	962	143,511	2,610	887,559
Student Fees		180,338					180,338
	179,565	180,338	560,911	962	143,511	2,610	1,067,897
Expenses							
Purchases & Returns			402,237				402,237
Salaries	56,462	45,209	119,338		133,451		354,460
Staff Benefits	16,888	12,967	32,712		48,944		111,511
Supplies & Other Operating Expenses	82,897	25,772	17,293	3,926	13,135		143,023
Equipment							-
Building Repairs							-
Bank Charges			5,638		1,265		6,923
Contingency							-
Scholarships							-
	156,247	83,948	577,218	3,926	198,815	-	1,018,154
Excess revenue over expenses	23,318	96,390	(16,307)	(2,964)	(53,304)	2,610	49,743
Assets:							
Cash & Petty Cash			2,513				2,513
Accounts Receivable							-
Interfund Receivables	222,639	361,605	345,379	2,741	(9,884)	49,645	972,125
Prepaid Expenses							-
Inventory			189,905	315			190,220
Total Assets	222,639	361,605	537,797	3,056	(9,884)	49,645	1,164,858
Liabilities:							
Accounts Payable/Gift Certificates	4,523	885	46,177		12,188		63,773
Deferred Revenue							-
Deposits							-
Total Liabilities	4,523	885	46,177	-	12,188	-	63,773
Restricted Fund Balance (includes inventories)			189,905	315			190,220
Unrestricted Fund Balance	218,116	360,720	301,715	2,741	(22,072)	49,645	910,865
Total Liabilities & Fund Balance	222,639	361,605	537,797	3,056	(9,884)	49,645	1,164,858

19. **Adjournment**