



Mission

“Alvin Community College exists to improve the lives of its constituents by providing affordable, accessible, high quality and innovative academic, technical, and cultural educational opportunities for the diverse communities it serves.”

Vision

“As a premier college that provides high-quality academic, technical, and cultural programs, Alvin Community College’s focus will be to promote student success, enhance quality of life, and support economic development.”

Agenda
Board of Regents

Regular Meeting

May 23, 2019
6:00 PM

**BOARD OF REGENTS
ALVIN COMMUNITY COLLEGE
3110 Mustang Road
Alvin, Texas 77511**

**OFFICIAL AGENDA OF REGULAR MEETING
May 23, 2019 at 6:00 PM
NOLAN RYAN CENTER**

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1. Call to Order

- **Pledge**
- **Invocation**

A. Certification of Posting of Notice

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B. Executive Session

Obtain legal advice about pending litigation 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, in accordance with Tex. Gov't Code Section 551.074

C. Call to Order

D. Pledge

E. Invocation

F. Citizen Inquiries

In accordance with ACC Board Policy BOB (Local), time will be allotted at each regular meeting of the Board of Regents for public comment. Persons who wish to participate in the public comment portion of the meeting must sign up before the meeting begins and must indicate the topic about which they wish to speak. No presentation may exceed five minutes. Delegations of more than five persons must appoint one person to present their views before the Board.

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board may not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

A person addressing the Board who has a complaint or a concern who has not previously attempted to solve a matter administratively through resolution channels established by policy shall be referred to the appropriate policy to seek resolution.

G. Board Chairman Report/Comments

Board member reports/comments - Other reports from Board members concerning attendance or participation in a Board or ACC-related conference, event, activity, or committee; accolades for an ACC staff member or other deserving person

1. Approval of Minutes of Regular Board Meeting of April 25, 2019

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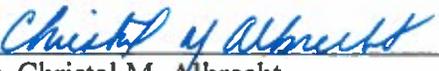
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Adjournment of meeting	

**CERTIFICATION OF POSTING OF NOTICE TO THE
REGULAR MEETING OF THE
ALVIN COMMUNITY COLLEGE DISTRICT
BOARD OF REGENTS
MAY 23, 2019**

It is hereby certified that a notice of this meeting was posted on the 16th day of May 2019, in a place convenient to the public on the Alvin Community College campus as required by Section 551.002, *Texas Government Code*.

Signed this 16th day of May, 2019.



Dr. Christal M. Albrecht
President

**ALVIN COMMUNITY COLLEGE
REGULAR MEETING OF APRIL 25, 2019
OFFICIAL MINUTES**

The Board of Regents of Alvin Community College met in regular session on the 25th day of April, 2019 at 6:00 p.m., with the following members, administrative personnel, and guests present:

Mike Pyburn	Chairman
'Bel Sanchez	Vice-Chair
Jody Droege	Secretary
Jim Crumm	Regent
Patty Hertenberger	Regent
Cheryl Knape	Regent
Kam Marvel	Regent
Roger Stuksa	Regent
Andy Tacquard	Regent
Christal M. Albrecht	President, Alvin Community College
Wendy Del Bello	Alvin Community College
Karl Stager	Alvin Community College
Jim Simpson	Alvin Community College
Karen Edwards	Alvin Community College
Stacy Ebert	Alvin Community College
Jerry Fliger	Alvin Community College

Adam Clapp	Chloe Creel	John Tompkins
Alex Ordonez	Cealia Gillis	Kelly Klimpt
Amos Byington	Ike Hamrick	Kristina Vinson
Takoda Ordonez	Joshua Durham	Kyle Marasckin
Cherie Richey	Debbie Kraft	Laurel Joseph
Charlotte Looten	Elijah Garcia	Lloyd Cox
Dennis LaValley	Garrett Page	Matt Graves
Sarah Currie	Gayland Capps	Randi Faust
Amber Gfiffith	Hameedah Majeed	Sydney Hildenburg
Mary Vlahovich	Jay Burton	Ronnie Phillips
LaVonna Saree	Jeannette Stuksa	Tammy Giffrow

1. Call to Order

The meeting was called to order by Chair Pyburn at 6:03 p.m.

2. Certification of Posting of Notice

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

Executive Session:

- *Obtain legal advice about pending litigation in accordance with Section 551.071; To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, in accordance with Tex. Gov't Code Section 551.074*

The Executive Session ended at 6:55 p.m.

3. Call to Order

The meeting was called to order by Chair Pyburn at 7:02 p.m.

- Pledge
- Invocation

Invocation by Vice Chair Sanchez.

Citizen Inquiries

Time will be allotted at each regular meeting of the Board of Regents for citizen inquiries. After registering with the Board Secretary prior to the meeting, a citizen shall have an opportunity to address the Board of Regents for the four specific purposes as designated by State laws governing opening meetings: (1) to discuss an item that appears on the agenda/notice of the meeting, (2) to make a request for specific, factual information, (3) to ask for a recitation of existing policy, (4) to redress grievances. In accordance with State law, no deliberation, discussion, or decision will be made other than to consider a proposal to place the subject on the agenda for a subsequent meeting, unless the subject is listed on the Board agenda, in which case it may be discussed by the Board of Regents. A written response / acknowledgment will be provided from the Board of Regents. Oral comments are limited to five minutes in length, unless extended by a majority of the Regents by vote, and must not mention any individuals by name or position or contain any personally identifiable reference (State of Texas Opening Meeting Law). In the event there is a charge or grievance to be made against a specific agent, employee, or student, then it shall be conducted in an Executive Session to comply with State law.

Board Chairman Report/Comments

Mr. Stuksa encouraged everyone to vote as the AISD School Board and City Council election is underway. Vice Chair Sanchez attended the recent Student Art show and said how great it was.

Mrs. Cheryl Knape thanked everyone for keeping her family in prayer and was glad to be back.

Mr. Andy Tacquard talked about the success of Empty Bowls fundraiser for Meals on Wheels.

Mr. Kam Marvel thanked the college for their part in student's success, is excited to attend the upcoming commencement and to send Dolphins on their way!

Dr. Patty Hertenberger agreed with Mr. Marvel.

Mrs. Jody Droege talked about attending the ACC Dolphins vs. Sugarland Skeeters game, Amazing Race for high school seniors, WGU signing ceremony and the UHCL-P luncheon with Dr. Blake.

Dr. Jim Crumm talked about the upcoming awarding of approximately \$100,000 in scholarships and how proud he was of the ACC Foundation their hard work.

Chair Pyburn recognized the following:

ACC police officer Joshua Durham and Sergeant Charlie Lootens helped diffuse a situation that involved a disoriented and disruptive individual which could have presented a danger to students and staff. Both Officer Durham and Sergeant Lootens are certified Mental Health Officers by the Texas Commission on Law Enforcement and they reflect the high standards of the ACC Police Department and were recognized for a job well done.

The second annual Empty Bowls fundraiser was hosted by the college on April 2. Students, faculty and staff produced more than 300 pieces handmade pottery that were sold and auctioned off to members of the community during the event. Thanks to the efforts of faculty and staff, Empty Bowls generated \$10,500 to benefit Alvin Meals on Wheels. The Board recognized the Art Department staff members Dennis LaValley, Cherie Richey and Alex Ordonez for coordinating the event.

Students in the Skilled Training Rewarding Independence and Vocational Education (STRIVE) held their annual fundraiser to support other organizations in the community. This year the STRIVE program sold tamales and raised money for a donation to the Ashley Hicks Memorial Scholarship Fund. STRIVE instructor Mary Vlahovich and some of the STRIVE students were recognized.

The Chair Academy recently awarded Jim Simpson, Executive Director and Dean of Continuing Education and Workforce Development, with the Ambassador Award for his dedication to student success and excellence in higher education. Mr. Simpson is only the fourth recipient of this award in the Academy's history and was recognized for this honor.

Approval of Minutes

Chair Pyburn said that if there were no corrections or additions to the minutes of the Regular Board meeting of March 28, 2019 and the Board Workshop of April 8, 2019, he would entertain a motion to approve. A motion to approve the minutes was made by Dr. Hertenberger. Seconded by Mr. Marvel. Motion passed unanimously.

Student Report

SGA partnered with Student Activities to bring awareness to the important topic of Sexual Assault. During Sexual Assault Awareness Month, students were informed about the "Do's and Do Not's" of healthy relationships, given resources regarding abusive relationships, and discussed the importance of consent.

On Denim Day, students learned the significance and the importance of consent. Denim Day pins were given out and encouraged students to show off their denim by taking pictures in a photo booth.

During the last week before finals, SGA, with the generous help of AG|CM, will kick off Mental Health Awareness Month by providing free t-shirts, fun games, useful resources, and numerous activities that will help to de-stigmatize mental health.

President's Report

Dr. Albrecht report the following:

ACC was proud to sponsor, and participate in, VOW22's 2019 Veteran Suicide Awareness Hike. Around 750 people attended the event including some ACC veterans. The hike was designed to link veterans to the numerous resources available to them in our community. ACC Veterans advisor Toby Herzog was also at the event to help veterans interested in attending the college.

Registration for the one-month Spring mini-semester and Summer semesters is now open. Registration for the Fall 2019 semesters will open on April 29.

State Rep. Ed Thompson delivered some kind remarks on the floor of the Texas House of Representatives. Thompson commended ACC on its 70th Anniversary.

The ACC Baseball team played the minor-league Sugar Land Skeeters during an exhibition game on April 19 at Constellation Field.

ACC and Western Governors University Texas signed an articulation agreement during a ceremony on April 4. The agreement establishes a transfer protocol which provides a clear pathway for ACC students to pursue a Bachelor's Degree program at WGU. The agreement will also allow a reduced tuition for ACC graduates and staff members.

The ACC Welding program donated five welding machines to the Danbury High School program on April 12. The machines will help expand the high school program to allow more students in a growing field.

Twenty six Texas Department of Criminal Justice inmates were honored with their Associates Degree from ACC during a commencement ceremony on March 23 at the Stringfellow Unit. Several inmates also received Bachelor's and Master's degrees from the University of Houston-Clear Lake. ACC was the first community college in Texas to educate students in the TDCJ system.

The Spring Student Art Show is now on display at the Fine Arts Gallery. The works include paintings, drawings, ceramics, jewelry and more. The exhibit will remain on display until April 26.

To prepare students for entering the workforce, the college hosted the annual Career Readiness Week on March 25-28. Students received free seminars on resume writing, mock interviews as well as a career fair.

Status Update Regarding Regular Maintenance and Renovation Projects - AGCM

Mr. Amos Byington, AGCM, presented the monthly report on the construction planning of the Maintenance Tax Note project. He presented two options for approaching the scope of work to be done on Building G and asked that the Board provide guidance on the long term strategy. The options included:

1) Option One

- Proceed with current \$1.8 million bond spending plan and schedule
- Initiate an architectural study for potential future use
- facility usage review
- proposed Schematic Design
- narrative of building upgrades
- high level cost estimate

Pros - AGCM would continue with the current schedule

Cons - AGCM will likely spend current bond money on items that will require rework at a later date

2) Option Two

- 1) Slow down current G building game plan and create a third design package and construction contract (approx. 2 month non critical delay)

- 2) Initiate an architectural study to guide current bond spending
 - facility usage review
 - proposed Schematic Design
 - narrative of building upgrades
 - high level cost estimate

Using either Path A or Path B and defined as follows:

PATH A

1. Using the architectural study, ACC could budget a long term G building improvement plan
2. We would continue the current G building renovation with a game plan that limits the amount of rework at a later date

PATH B

1. Review future G building replacement options
2. Then limiting the current G building renovation to only critical items, and diverting that money to other areas of the campus

After brief discussion, Vice Chair Sanchez made the motion to authorize AGCM to proceed with Option 2. Seconded by Mrs. Knape. Motion passed unanimously.

Update on President's Goal #3 – Work to Complete the Preparation and Timely Submission of SACSCOC Decennial Report

Dr. Albrecht presented an update on President's Goal #3 (relating to College Strategic Plan Goal 1.1.2.B – develop and implement process with timelines for SACSCOC submissions) which states that Alvin Community College will “work with Executive Leadership Team to complete pre-preparation and ensure timely submission of SACSCOC decennial report.” The update included the list of reaffirmation teams to guide and review all items for reaffirmation of accreditation, identified the QEP topic of Advising, as it was chosen for having the highest suggestion score, and gave the key dates for all parts of the reporting process to SACSCOC. This report was for information only.

Annual Grants Report – Grants Awarded in 2018-2019 and Projected for 2019-2020

Mr. Gayland Capps presented the report for awarded grants in 2018-2019 and projected grants for 2019-2020. This report was for information only.

Consider Approval of the Wagner Peyser Grant and Careers in Texas Industry Grant

Vice Chair Sanchez made the motion to approve the submittal of the Wagner Peyser 7(b) Grant Program Texas Talent Connection (3) Grant and the Careers in Texas Industry Grant. Seconded by Mr. Stuksa. Motion passed unanimously.

Revision to Board Policy BBE (LOCAL)

Dr. Albrecht talked about the SACSCOC requirement of a regular review of institution's mission statement and that ACC should update the current Board Policy to include a statement regarding the review. Dr. Hertenberger made the motion to approve the revision to board Policy BBE (LOCAL). Seconded by Mr. Marvel. Motion passed unanimously.

Personnel Action

The following six replacement personnel items were combined into one motion.

Vice Chair Sanchez made the motion to approve the following: Process Technology Faculty – Bob Ash, Associate Degree Nursing Faculty – Justin Morgan, English Faculty –Joshua Cowan, History Faculty – Hailey Fuller, Coordinator of Disability Services – Brett Haduch and Director of Distance Education and Instructional Design – Daniel Gonzalez. Seconded by Dr. Hertenberger. Motion passed unanimously.

Consider Approval of Contract Recommendations for 2019-2020

Mrs. Droege made the motion to approve the recommended Contracts for 2019-2020. Seconded by Dr. Hertenberger. Motion passed unanimously.

Consider Approval of Disability Services Contracts Renewals

Mrs. Knape made the motion to approve the contract renewals with Universe Technical Translation to provide interpreting services and Quick Caption to provide CART services. Seconded by Mr. Tacquard. Motion passed unanimously.

Consider Approval of the Firing Range Repairs and Upgrades

Mr. Tacquard made the motion to the expenditure of funds for repair and upgrades to the firing range from Meggitt Training Systems. Seconded by Mr. Marvel. Motion passed unanimously.

Consider Approval of Theatre Rigging and Fire Curtain

Mrs. Knape made the motion to the purchase of equipment and services for the rigging system upgrades and fire curtain from MainStage Theatrical Supply, Inc. Seconded by Mr. Tacquard. Motion passed unanimously.

Financial Report Ending March 2019

Chair Pyburn requested a report on the auxiliary accounts and that it could be presented in an upcoming Board meeting or Board Workshop. Mr. Marvel made the motion to approve the financial report for March 2019. Seconded by Dr. Hertenberger. Motion passed unanimously.

Adjournment

There being no further business before the Board, the meeting was adjourned at 8:22 p.m.

Jody Droege, Secretary

Mike Pyburn, Chairman



MEMORANDUM NO: 70-2019

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: May 13, 2019
SUBJECT: Personnel Action (TSCM): Custodian, Evening Shift

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

Candidate

Recommended: Leyah Acrey

Education: GED May 2012
Alvin Community College

Experience: Alvin Community College
Part Time Custodian December 2015 – Present

WalMart
Cake Decorator 2005 – 2013

Salary: \$21,279
Grade A / Step 2
2018-19 TSCM Salary Schedule

CMA:tg



ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	Evening Shift Custodian		
Department:	Physical Plant	Reports to:	Custodial Supervisor
Grade Level:	A	Job Category:	Full-Time
Salary Range:	TSCM Salary Schedule	FLSA Status:	Non-Exempt
HR Approved:	Karen Edwards	Date:	09/01/2018
Last Updated by:		Date:	

SUMMARY

This is an evening shift position with a shift differential. Performs duties related to the cleanliness and orderly condition of all College facilities. All other duties as assigned

ESSENTIAL DUTIES AND RESPONSIBILITIES

- 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
- 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 Housekeeper 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.

WORKING CONDITIONS

- Generally works in pleasant indoor surroundings
- Some outside work is required in the performance of duties; i.e., sweeping walkways, the cleaning of handrails, and the emptying of outside ash receivers and trash receptacles
- Other environmental exposures include noise, heat, dirt, grease, cold, dampness, cleaning agents and chemicals, and exposure to some mechanical cleaning equipment; i.e., vacuum cleaners, scrubbers, and buffers

DEXTERITY

- The Custodian is exposed from moderate to heavy lifting, along with an extreme amount of walking, pushing, pulling, standing, stooping, and reaching.

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.

ALVIN COMMUNITY COLLEGE
EMPLOYEE CATEGORIES
SPRING 2019

May

	Budgeted 2018-19	MAY 2019	Funded Vacancies
Administrative	11	10	1
Professional	69	61	8
Faculty	111	101	10
Technical Support, Clerical & Maintenance (TSCM)	112	105	7
Total Full-Time (FT) Employees	303	277	26

Resignation/Termination Report

	Name	Department	Last Day Worked	Reason
1	Gerald Crane	Instruction - Sociology	5/13/2019	Retirement
2	Jerry Fliger	Instruction - Dean	5/31/2019	Resignation
3	Laura Leal	Instruction - Economics	5/13/2019	Resignation

Alvin Community College Board of Regents
Calendar of Events

JUNE 2019

Monday, June 1	Summer Classes Begins		
Mon - Thurs, June 24 - 27	Summer Children's Theatre Festival	10:00 a.m.	ACC Theatre
Thursday, June 27	Summer Children's Theatre Festival	7:30 p.m.	ACC Theatre
Thursday, June 27	Board of Regents Meeting	6:00 p.m.	Nolan Ryan Center



ALVIN COMMUNITY COLLEGE 3110 Mustang Road Alvin, Texas 77511-4898

Dr. Christal M. Albrecht
President

Office 281 756 3598
Fax 281 756 3858

MEMORANDUM NO: 62-2019

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: May 1, 2019
SUBJECT: State of the College Report

According to Board Policy BFA (LOCAL), annually the CEO is required to present information to the Board on the State of the College. This presentation augments the many reports on the status of the college provided to the Board throughout the year.

This agenda item is for information only.

CMA:tg



MEMORANDUM NO: 65-2019

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: May 8, 2019
SUBJECT: Strategic Plan Update

In November 2015, the Board of Regents approved the five year (2016-2021) Strategic Plan for Alvin Community College. Mr. Karl Stager, Vice President of Administrative Services and Dr. Cynthia Griffith, Vice President of Instruction, will present an update on the status of the Strategic Plan Goal 2. This goal states that:

"Alvin Community College will plan and develop a campus in the vicinity of the west side of the college taxing district, and address facilities' needs and technology update for existing campus."

This report is for information only.

CMA:tg



MEMORANDUM NO: 68-2019

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: May 9, 2019
SUBJECT: 2018-2019 Budget Amendment #1

Attached is the first budget amendment for the 2018-2019 Fiscal Year. The items in light green have been requested in the 2019-2020 Preliminary Budget. It is recommended that we purchase them from the current year budget in order to work toward balancing the 2019-2020 Final Budget.

Other line items are 1) corrections of the beginning balance of certain budget line items as positions were filled during the year by employees with higher credentials than the initial credential estimate made during the budget development period and 2) movement of salaries from one department to another where reposting lines have changes or positions have been reallocated.

Finally, the third type of budget amendment is for an overage in the environmental department to accommodate expenditures for college HVAC systems as well as the purchase of upgraded software and accompanying hardware pieces that are used in two programs, Polysomnography and Electro Neuro Diagnostic Technology.

It is recommended that the Board approve the amendment to the 2018-2019 budget and authorize the administration to make the budget transfers.

CMA:tg

ALVIN COMMUNITY COLLEGE
BUDGET REVISION REQUEST
DATE: May 23, 2019

FROM: DR. CRISTAL ALBRECHT

TO: BOARD OF REGENTS

THE FOLLOWING CHANGES TO THE APPROVED BUDGET FOR THE 2018-19 SCHOOL YEAR ARE REQUESTED.

FROM:

TO:

Budget Code	Account Name	Transfer Out	Budget Code	Account Name	Transfer In	Purpose
11-3-14840-61105	Drama - Professional Salaries	(27,924.80)	11-7-10300-61105	Professional Salaries - Assistant to the President	27,924.80	Transfer of Special Projects Coordinator; 2018-19 Budget Item (Correction to Beginning Budget)
11-3-13200-61405	Court Reporting - Chair	(50,000.00)	11-5-1520-82000	IT - Expense Pool	50,000.00	Purchase of six True Touch Interactive Display Boards Computers; Fiscal Year 2019-20 Budget Request
11-3-13320-61405	Drafting - Instructor	(18,054.00)	11-3-13560-61405	Mental Health - Chair	10,052.00	Employee was hired in August at a PHD level. The budget was set at a Masters level. 2018-19 Budget Item (Correction to Beginning Budget)
			11-3-14720-61405	Psychology Instructor	2,802.00	Employee was raised to Masters + 18 at beginning of FY 18/19; 2018-19 Budget Item (Correction to Beginning Budget)
			11-3-13880-82000	Television - Expense Pool	3,400.00	Begin replacement of tungsten based studio lights; Fiscal Year 2019-20 Budget Request
			11-3-13400-82000	EMT - Expense Pool	1,800.00	Replace EKG monitor; Fiscal Year 2019-20 Budget Request
11-3-13400-61405	EMT - Instructor	(22,600.00)	11-3-13400-82000	EMT - Expense Pool	22,600.00	Replace EKG monitor and upgrade simulation manikin; Fiscal Year 2019-20 Budget Request
11-3-13640-61405	ADN - Instructor	(23,000.00)	11-7-15400-71100	Media Services - Expense Pool	9,000.00	New trailer for parade boats representing ACC; Fiscal Year 2019-20 Budget Request
			11-8-16160-71100	Grounds Maintenance - Expense Pool	14,000.00	Purchase riding mower and handheld grounds equipment; Fiscal Year 2019-20 Budget Request
11-3-13750-61405	Process Technology - Chair	(32,750.00)	11-7-16200-71100	Transportation - Expense Pool	7,000.00	Purchase 14000 lbs 4 post vehicle lift; Fiscal Year 2019-20 Budget Request
			11-3-13730-71100	NDT - Expense Pool	25,750.00	Purchase Grael HD-PSG/EEG Diagnostic Amplifier System (hardware and software); 2018-19 Budget Item Urgency
11-3-13770-61405	Health Information Technology - Director	(25,750.00)	11-3-13750-71100	Polysomnography - Expense Pool	25,750.00	Purchase Grael HD-PSG/EEG Diagnostic Amplifier System (hardware and software); 2018-19 Budget Item Urgency
11-3-14120-61405	Biology - Instructor	(10,800.00)	11-8-16120-82100	Environmental - Expense Pool	10,800.00	Maintenance costs, Evers Maintenance Co with in 2018-19
11-5-13060-61105	Allied Health - Professional Salaries	(46,337.50)	11-7-10450-61105	Institutional Effectiveness - Professional Salaries	46,337.50	Transfer of vacant position to temporary full-time position; 2018-19 Budget Item
TOTAL		(257,216.30)			257,216.30	

APPROVED on the 23rd day of May, 2019

Director, Fiscal Affairs

Chairman of ACC Board of Regents

Vice President of Administrative Services

Secretary of ACC Board of Regents

President

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MEMORANDUM NO: 69-2019

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: May 9, 2019
SUBJECT: Interactive Display Boards

The College relies heavily on technology to support our mission to serve students and the community. Prior to Spring 2019, the HSI-STEM grant funded the purchase of interactive display boards in the Learning Lab classrooms. These instructional tools have allowed deeper student engagement with course content. Instruction and Information Technology (IT) departments wish to build on the success of these devices by purchasing seven additional mobile TruTouch interactive display boards for shared use across instructional departments.

LCD Concepts, Inc. is an authorized dealer of Newline-Interactive equipment. Newline has a contract through the BuyBoard cooperative contracts program to provide technology equipment and supplies, contract number 579-19. Cooperative contracts comply with the competitive procurement requirement in Texas Education Code §44.031 and are permitted through Texas Government Code §791.011(g).

The estimated expenditure for this purchase is \$56,700 and will be funded by the IT department's operating budget.

It is recommended the Board of Regents approve expenditures to LCD Concepts, Inc. for the purchase of interactive display boards.

CMA:tg



MEMORANDUM NO: 66-2019

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: May 8, 2019
SUBJECT: Polysomnography and Neurodiagnostic Technology Hardware and Software

The Neurodiagnostic Technology (NDT) and Polysomnography (Polysom) programs utilize software and hardware necessary for training and analyzing electroencephalogram (EEG) signals in the brain. The College's current software program is outdated, no longer supported by the manufacturer, and will not operate on new computer systems. An upgrade to Compumedics USA, Inc.'s Profusion Sleep 4 software will enable the departments to continue instruction using existing equipment. Two sets of diagnostic amplifier hardware will also be replaced due to support no longer available by the manufacturer and operation with updated software is not recommended.

Compumedics USA, Inc. is the sole provider of their proprietary hardware and software systems. This is a component purchase that will allow the College to continue using existing Compumedics equipment. Sole source purchases are exempt from competitive bidding per Section 44.031(j) of the Texas Education Code. Sole source number 1901 has been assigned.

The estimated annual expenditure is \$70,900 and will be funded by the NDT and Polysom departments' operating budgets. Of this estimated annual expenditure, approximately \$19,400 has already been paid to Compumedics this fiscal year to replace other required equipment.

It is recommended the Board of Regents approve the expenditure of funds for NDT and polysom hardware and software.

CMA:tg

2019 - 2020 Fee Recommendations (Pending Board Approval)

2019 - 2020 Fee Recommendations (Pending Board Approval)							Tuition Fee
Division	Description of Request		Old Fee	Amt of Increase/Decrease	Updated or New Fee	Rationale	Course Fee Cashier Fee Bookstore Charge
USE OF COLLEGE DISTRICT FACILITIES							
	President's Office Wendy Del Bello Robin Dahms	Authority to add refundable Deposit fee	\$0.00	\$100	\$100	This refundable deposit was not included in the original fee chart	Rental Fee
	President's Office Wendy Del Bello Robin Dahms	Authority to add "Elmo" option under Equipment Category	\$0	\$50.00 per day	\$50.00 per day	Elmo was not included in the original fee chart	Rental Fee
	President's Office Wendy Del Bello Robin Dahms	Authority to change Gymnasium fee	\$55.00	-5.00	\$50.00 (2 hr min)	Consistency in hourly pricing structure	Rental Fee
	President's Office Wendy Del Bello Robin Dahms	Authority to Add "Serving of Wine/Beer/Champagne fee (not available to student use of facilities)	\$0	\$200.00	\$200.00	Consistency in "Services Offered"	Rental Fee
	President's Office Wendy Del Bello Robin Dahms	Authority to change Weekday rental fee	\$400.00 1-4 hours \$600.00 1-8 hours \$50.00 each additional hour	\$0.00	\$50.00 per hour (2 hr min)	Consistency in hourly pricing structure	Rental Fee
	President's Office Wendy Del Bello Robin Dahms	Authority to change Weekend rental fee	\$600.00 1-4 hours \$800.00 1-8 hours \$50.00 each additional hour	\$0.00	\$100.00 per hour (2 hr min)	Consistency in hourly pricing structure	Rental Fee
	President's Office Wendy Del Bello Robin Dahms	Authority to change Community Room (R-109A & R-109B) rental fee	\$400.00 1-4 hours \$600.00 1-8 hours \$50.00 each additional hour	\$0.00	\$100.00 per hour (2 hr min)	Consistency in hourly pricing structure	Rental Fee
	President's Office Wendy Del Bello Robin Dahms	Authority to change Room A (R-109A) rental fee	\$300.00 1-4 hours \$400.00 1-8 hours \$25.00 each additional hour	\$0.00	\$50.00 per hour (2 hr min)	Consistency in hourly pricing structure	Rental Fee

2019 - 2020 Fee Recommendations (Pending Board Approval)

2019 - 2020 Fee Recommendations (Pending Board Approval)							Tuition Fee Course Fee Cashier Fee Bookstore Charge
Division	Description of Request	Old Fee	Amt of Increase/Decrease	Updated or New Fee	Rationale		
	President's Office Wendy Del Bello Robin Dahms Authority to change Room B (R-109B) rental fee	\$300.00 1-4 hours \$400.00 1-8 hours \$25.00 each additional hour	\$0.00	\$50.00 per hour (2 hr min)	Consistency in hourly pricing structure	Rental Fee	
	President's Office Wendy Del Bello Robin Dahms Authority to add Non-Refundable Cleaning fee to Room R104	\$0.00	\$25.00	\$25.00	Consistency in rental pricing and requirements	Rental Fee	
	President's Office Wendy Del Bello Robin Dahms Authority to change Lecture Theaters: (S103, S203) rental fee	\$150.00 (3 hr min.) \$50.00 each addtl hour	\$0.00	\$50.00 per hour (3 hr min)	Consistency in hourly pricing structure	Rental Fee	
	President's Office Wendy Del Bello Robin Dahms Authority to change Lecture Theaters: (S105, S205) rental fee	\$150.00 (3 hr min.) \$50.00 each addtl hour	\$0.00	\$50.00 per hour (3 hr min)	Consistency in rental pricing	Rental Fee	
	President's Office Wendy Del Bello Robin Dahms Authority to change Nursing Labs: Skills lab rental fee	\$400.00 (4 hr min)	\$0.00	\$100.00 per hour (4 hr min)	Consistency in hourly pricing structure	Rental Fee	
	President's Office Wendy Del Bello Robin Dahms Authority to change Nursing Labs: Simulation lab rental fee	\$600.00 (4 hr min)	\$0.00	\$150.00 per hour (4 hr min)	Consistency in hourly pricing structure	Rental Fee	
	President's Office Wendy Del Bello Robin Dahms Authority to change S Building Lobby rental fee	\$150.00 (3 hr min.) \$75.00 each addtl hour	\$0.00	\$50.00 per hour (3 hr min)	Consistency in hourly pricing structure	Rental Fee	
	President's Office Wendy Del Bello Robin Dahms Authority to change Security Fee	\$100.00 4 hours minimum \$25.00 each additional hour	\$0.00	\$25.00 per hour (3 hr min)	Consistency in hourly pricing structure	Rental Fee	
	President's Office Wendy Del Bello Robin Dahms Authority to add Non-Refundable Cleaning fee to "S" Building rental facilities	\$50.00 per use	\$25.00 per use	\$75.00 per use	Consistency in rental pricing and requirements	Rental Fee	

2019 - 2020 Fee Recommendations (Pending Board Approval)

2019 - 2020 Fee Recommendations (Pending Board Approval)							Tuition Fee
Division	Description of Request	Old Fee	Amt of Increase/Decrease	Updated or New Fee	Rationale	Bookstore Charge	Course Fee
	President's Office Wendy Del Bello Robin Dahms Authority to change Theater rental fee	\$400.00 1-4 hours \$600.00 1-8 hours \$100.00 each additional hour	\$0.00	\$100.00 per hour (4 hr min)	Consistency in hourly pricing structure		Rental Fee
	President's Office Wendy Del Bello Robin Dahms Authority to change Theater Lobby rental fee	\$100.00 1-2 hours minimum \$50.00 each additional hour	\$0.00	\$50.00 per hour (4 hr min)	Consistency in hourly pricing structure		Rental Fee
	President's Office Wendy Del Bello Robin Dahms Authority to change Security Fee	\$100.00 4 hours minimum \$25.00 each additional hour	\$0.00	\$25.00 per hour (4 hr min)	Consistency in hourly pricing structure		Rental Fee
	President's Office Wendy Del Bello Robin Dahms Authority to change Custodial Service Fee	\$50.00 per housekeeper 2 hours minimum	-\$25.00/hour	\$25.00 per hour (4 hr min)	Consistency in hourly pricing structure. Custodial Service is an optional fee under dgd-01 Exhibit D. This change will ensure consistent pricing with all rental agreements for the same service		Rental Fee
	President's Office Wendy Del Bello Robin Dahms Authority to change "Other Charges...Box office operation during event" hourly fee	\$7.50 per hour	\$2.50 per hour	\$10.00 per hour (4 hr min)	Personnel requires training on handling money and box office procedures		Rental Fee
	President's Office Wendy Del Bello Robin Dahms Authority to change refundable Deposit "Lobby" fee	\$75.00	\$75.00	\$150.00	Consistency in rental pricing and requirements		Rental Fee
	President's Office Wendy Del Bello Robin Dahms Authority to change "Pyrotechnics Preparation" fee	\$10.00 per hour	\$5.00 per hour	\$15.00 per hour (4 hr min)	All pyrotechnics personnel must be professionally trained.		Rental Fee
ADN	Debra Fontenot Decrease in course fees for RNSG 1523	\$223	(\$64)	\$159	Fall 2019 change - Department will no longer be using this resource		Course Fee (FENUR)



MEMORANDUM NO: 73-2019

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: May 13, 2019

SUBJECT: Personnel Action (Replacement): Sociology Faculty

The individual listed below has been recommended to fill the full time position of Sociology Faculty.

Candidate

Recommended: Jennifer Graves

Education:	<u>M.A., Sociology</u> University of Houston	May 2008
	<u>B.A., Marketing</u> Bradley University	May 2005
Experience:	<u>Lone Star College</u> <i>Sociology Instructor (Part Time)</i>	August 2016 – Present
	<u>University of Houston</u> <i>Sociology Instructor (Part Time)</i>	August 2008 – Present
	<u>Houston Community College</u> <i>Sociology Professor</i>	August 2009 – May 2016

Salary: \$49,451
Master's / Step 6; 9-month Faculty Appointment
2018-19 Faculty Salary Schedule

CMA:tg



ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	Instructor, Sociology		
Department:	Psychology and Sociology	Reports to:	Dean of Arts and Sciences
Grade Level:		Job Category:	Full-Time
Salary Range:	Faculty Salary Schedule	FLSA Status:	Exempt
HR Approved:		Date:	5/1/2016
Last Updated by:	Human Resources	Date:	5/1/2016

SUMMARY

The instructor will teach a variety of courses within the Sociology Department including freshman and sophomore level courses.

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

- Instruct and supervise a diverse population of students in the classroom at various times and locations.
- Possess a commitment to student engagement, student success, and instructional excellence.
- Demonstrate effective communication skills, both written and oral.
- Prepare and utilize a course syllabus and assessments for each course using guidelines established by the institution.
- Maintain current knowledge of effective teaching methodologies and utilizes a variety of instructional delivery methods, classroom media, and educational resources.
- Assist in the recruitment and retention of students.
- Advise students in academic matters or refers students to appropriate resources.
- Assess students' performance through a range of measurement activities and keeps them informed of their progress in a timely manner.
- Engage students through posted office hours and electronic communication.
- Utilize technology to facilitate learning and to access data, maintain records, generate reports, and communicate with others.
- Assist in the development, distribution and collection of assessments for courses and program objectives.
- Build positive and professional relationship with students, colleagues, college administration, and the community.
- Submit timely college reports and forms to the appropriate divisions and departments.

- Provide recommendations to the Instructional Dean, Department Chair, and appropriate college committees regarding curriculum, instruction and division operations.
- Exhibit a commitment to lifelong learning through participation in professional development activities.
- Adhere to Alvin Community College's policies and procedures.
- Attend institutional meetings as required.

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 Sociology or Master's degree with 18 graduate hours in Sociology.

EXPERIENCE

Prior teaching experience at the college level preferred

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.

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: 71-2019

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: May 13, 2019

SUBJECT: Personnel Action (Replacement): College Recruiter

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

Candidate

Recommended: Daveon Gee

Education:	<u>M.A., Student Affairs & Higher Education</u> Stephen F Austin State University	May 2016
	<u>B.A., Political Science</u> Texas Southern University	December 2013
Experience:	<u>Lone Star College</u> <i>College Connections Advisor</i>	October 2018 – Present
	<u>Above the Test Tutoring</u> <i>College Counselor</i>	February 2017 – June 2018
	<u>Prairie View A&M University</u> <i>Learning Community Coordinator</i>	August 2016 – February 2017
	<u>Stephen F Austin State University</u> <i>Graduate Assistant for Leadership & Service</i>	August 2015 – May 2016

Salary: \$43,875
Grade 1 / Step 1
2018-19 Administrative / Professional Salary Schedule

CMA:tg



ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	College Recruiter	Reports to:	Director, Retention/Student Success
Department:	Student Services	Job Category:	Full-Time
Grade Level:	1	FLSA Status:	Exempt
Salary Range:	Professional		
HR Approved:		Date:	12/3/2018
Last Updated by:	Marilyn Dement	Date:	12/3/2018

SUMMARY

This position will focus on recruiting prospective students through the development and implementation of integrated marketing and recruitment strategies necessary to meet the enrollment goals of ACC. This is a highly visible position that represents the college's interests during high profile events and to a wide range of constituents and venues.

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

- Conduct information sessions on program offerings and admissions requirements for prospective students
- Attend recruitment functions of high schools, colleges, community fairs, etc.
- Attend community events with the goal of increasing community involvement and contacts;
- Seek out opportunities to engage and meet prospective students by participating in local, state-wide events, college fairs, community organizations, etc.
- Assist Events Coordinator to coordinate and lead on-campus recruiting events and activities;
- Develop a data management student tracking system to track prospects from these events and activities and determine yield of prospects to enrollees;
- Coordinate follow up with prospects via phone, text, email, and direct mail with a goal to convert prospects into actual students enrolled in classes
- Coordinate group and individual campus tour requests
- Coordinate the Ambassadors Program – Interviews, administers, trains and manages ACC Student Ambassadors that act as peer recruiters at on-site and off-site recruiting events, provide campus tours, and serve as New Student Orientation Leaders
- Collaborate with Student Activities Coordinator to administer New Student Orientation
- Schedule and supervise attendance of ACC’s Mascot, Blue, at on-campus and off-campus events
- Coordinate recruitment initiatives for targeted populations
- Establish and maintain relationships with students, parents, high school counselors, teachers, and administrators to provide information relative to the admissions process
- Develop and maintain the ACC recruiting, ambassador, mascot, and tour request calendar
- Generate and distribute recruitment reports for the college
- Collaborate with academic, technical, continuing education and other college departments on recruitment initiatives

- Analyze results of recruiting initiatives and modify activities as needed
- 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

- Minimum two years' experience in higher education student recruitment, admissions or similar area.
- Experience working with a diverse population.

KNOWLEDGE, SKILLS, AND ABILITIES

- Must have excellent written and verbal communication skills and excellent public speaking / public relation skills
- Self-motivated, resourceful, organized and excellent internet searching skills
- Ability to work with diverse groups and build and maintain collaborative relationships with college faculty and staff, administration, and students.
- Bilingual preferred
- Must be knowledgeable using Microsoft Office Suite and social media
- Ability to travel extensively within the college's service area
- Must be able to exercise discretion and independent judgment.
- Ability to work nights and weekends
- Ability to travel using college vehicle and/or personal vehicle (travel reimbursement provided)
- Able to lift 50 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.



MEMORANDUM NO: 72-2019

TO: Board of Regents

FROM: Dr. Christal M. Albrecht 

DATE: May 13, 2019

SUBJECT: Personnel Action (Replacement): Director of Financial Aid

The individual listed below has been recommended to fill the full time position of Director, Financial Aid.

Candidate

Recommended: **Gabriela Leon**

Education: B.A., Psychology **December 2009**
University of Houston Clear Lake

A.A., Desktop Publishing **May 1999**
Lee College

Experience: University of Saint Thomas
Assistant Director of Scholarships & Financial Aid **May 2012 – Present**

University of Houston Clear Lake
Assistant Director of Financial Aid **April 2011 – May 2012**
Financial Aid Loan Counselor **March 2006 – March 2011**
Financial Aid Specialist **August 2005 – February 2006**

Lee College
Recruiting & Retention / Job Placement Secretary **August 1999 – August 2005**

Salary: \$76,843
Grade 7 / Step 6
2018-19 Administrative / Professional Salary Schedule

CMA:tg



ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	Director, Financial Aid		
Department:	Financial Aid	Reports to:	Vice President, Student Services
Grade Level:	7	Job Category:	Full-Time
Salary Range:	Professional Salary Schedule	FLSA Status:	Exempt
HR Approved:		Date:	
Last Updated by:		Date:	

SUMMARY

The Director of Financial Aid is responsible to the Vice President of Student Services for the supervision and administration of the Office of Financial Aid. The Director of Financial Aid is responsible for developing, implementing and maintaining comprehensive financial aid services for students on the federal, state, institutional and private levels.

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

- Administer financial aid packaging for all qualified applicants in accordance with federal regulations and college policy. Coordinates selection of recipients.
- Monitors expenditures of all state and federal funds for compliance with federal and state regulations. Responsible for making applications for funding and for submitting all required reports to said agencies.
- Provide a full range of financial aid guidance and advice to students and parents; respond to questions about financial aid posed by the college and community personnel.
- Interprets and applies federal and state laws and regulations
- Supervises and oversees all financial aid processes for awarding students
- Supervises the awarding and placement of students for the federal Work-Study program. Supervises the awarding of federal loans.
- Serves as the college's expert on financial aid policies and regulations at the institutional, state and federal levels
- Manages all aspects of the Common Origination and Disbursement (COD)
- Maintains the Net Price Calculator on ACC College and THECB websites
- Prepare reports related to federal and state programs, including FISAP, prepare all, responses to federal, state, and independent auditing agencies; act as liaison with all outside agencies related to financial aid.
- Maintains college's financial aid data to assure timely and accurate submission of required federal, state, and local reports
- Utilizes and maintains the current Financial Aid module in the college's student information system, Colleague. Ensures that the system is used effectively and that processes and product enhancements are up to date.
- Ensures that students are informed about their eligibility for financial aid by developing and directing a system for collecting and evaluating applications.
- Administer Return to Title IV processes
- Maintains and updates the bookstore interface
- Gainful Employment reporting
- Allocates and monitors approved annual operating financial aid budget
- Develops and monitors the financial aid office budget

- Reconciles student receivable accounts with the business office
- Oversees the daily assignments and office work flow
- Ensures adherence with college policies
- Develop cost of attendance as required by THECB and federal Pell
- Develop and maintain a policies and procedure manual
- Develop written financial aid materials as needed
- Present financial aid information at college nights at area high schools
- Prepare information required for annual external audit
- Provide ongoing training and professional development for financial aid staff, ESC, and other college administrators
- Maintains confidentiality of information exposed to in the course of business regarding students and parents.
- Investigates and resolves problems that arise due to incomplete or fraudulent responses or documentation.
- Assist in the implementation of the Clearinghouse to ensure accurate student reporting for loans
- Other duties and tasks 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.
- Master's degree is preferred

REQUIRED EXPERIENCE

- Ten (10) years of progressive financial aid experience and at least five years of supervisory experience required.
- Experience in a higher education financial aid office.
- Ellucian colleague experience within the last five (5) years
- Texas Higher Education Coordinating Board reporting knowledge

KNOWLEDGE, SKILLS, AND ABILITIES

- Extensive knowledge of financial aid programs and regulations such as Pell; substantial experience in financial aid counseling, packaging awards, budgeting and financial aid accounting, reporting processes and financial aid computer systems.
- Planning, organization and direction of the operations and activities of the financial aid department.
- Demonstrated excellent supervisory, administrative, oral and written communication skills, interpersonal and leaderships skills using tact, patience, and courtesy
- Principles and practices of administration, supervision and training.
- Demonstrated knowledge of the rules, regulations and principles of the THECB, as well as other state and federal financial aid laws, regulations, codes, policies and procedures.
- Demonstrated organizational skills in handling and directing multiple and complex assignments and projects.
- Skilled in working effectively in a team environment and in collaboration with non-financial aid offices with a student solution focused outcome.
- Ability to respond and resolve financial aid related common inquiries or complaints from students, regulatory agencies, or community and campus members.
- Knowledge of requirements for scholarships, grants, loans and awards
- Operation of a computer and assigned software related to financial aid award processes.
- State and federal regulations and guidelines governing financial aid.
- Basic fiscal reporting techniques.
- Financial and statistical record keeping techniques.
- Outreach and communication strategies.
- Ability to effectively communicate with a culturally diverse student body and economically disadvantaged students.

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: 63-2019

TO: Board of Regents

FROM: Dr. Christal M. Albrecht 

DATE: May 10, 2019

SUBJECT: Consider Action Relating to the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline and/or Dismissal of a tenured ACC Professor

A tenured nine-month faculty member has exhausted all available leave for a health-related issue and is unable to return to work and does not expect to be able to return to work until January 2020. The employee is no longer in job protection status and has not been at work since mid-November of 2018.

It is recommended that the Board initiate the termination process on the faculty.

CMA:tg



MEMORANDUM NO: 64-2019

TO: Board of Regents

FROM: Dr. Christal M. Albrecht 

DATE: May 2, 2019

SUBJECT: Board Policy Update 36, Affecting Local Polices (See Attached List)

In June 2016, the Board of Regents adopted new Board Policies created with the assistance and guidance of Texas Association of School Board's (TASB) Policy Service. As a part of this service, as laws change or as needs are identified for additional local policies or changes to existing local policies, TASB Policy Services makes edits to policies and shares them with their participating member colleges.

The proposed policy changes are from TASB Update 36, several of which are not substantive. Included in the information is a list of the policies to be revised, instructions on how to read the annotated policies, explanatory notes providing rationale for the updates, and the policies recommended for revision showing the annotations.

Also included are updates to Legal Board Policies that reference relevant law and contain citations to the statutes, rules, and case law governing a particular topic. These changes are not adopted by the Board.

It is recommended that the Board approve to add these updated and revised policies, as recommended by TASB policy Service, to the Alvin Community College's Local Policy Manual.

CMA:tg

(LOCAL) Policy Action List

ALVIN COMMUNITY COLLEGE(020501) - Update / LDU 36

AB(LOCAL): COLLEGE DISTRICT NAME AND DEFINITIONS

BA(LOCAL): BOARD LEGAL STATUS

CIB(LOCAL): EQUIPMENT AND SUPPLIES MANAGEMENT - DISPOSAL OF PROPERTY

DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS - EMPLOYEE GRIEVANCES

DMC(LOCAL): TERMINATION OF EMPLOYMENT - REDUCTION IN FORCE

FLC(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - INTERROGATIONS AND SEARCHES

FLD(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT COMPLAINTS

GB(LOCAL): PUBLIC COMPLAINTS AND HEARINGS

GDA(LOCAL): COMMUNITY USE OF COLLEGE DISTRICT FACILITIES - CONDUCT ON COLLEGE DISTRICT PREMISES

Explanatory Notes

Community College Localized Policy Manual Update 36

Alvin Community College

ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

The following explanatory notes are intended to be read in conjunction with the annotated policies.

AB(LOCAL) COLLEGE DISTRICT NAME AND DEFINITIONS

Please review this policy to confirm that it reflects the college district's legal name. If you have revisions that you wish to submit, please contact your policy consultant for assistance with updating this policy.

Additionally, a nonsubstantive change to the policy template may appear tracked, even though the text remains the same. This change has been made at no charge.

BA(LOCAL) BOARD LEGAL STATUS

Please review this policy to confirm that it reflects the college district's legal name. If you have revisions that you wish to submit, please contact your policy consultant for assistance with updating this policy.

Additionally, a nonsubstantive change to the policy template may appear tracked, even though the text remains the same. This change has been made at no charge.

CIB(LOCAL) EQUIPMENT AND SUPPLIES MANAGEMENT: DISPOSAL OF PROPERTY

Recommended revisions to this policy are to clarify the methods by which the college district may dispose of unnecessary college district property that has value. The chief executive officer or designee may dispose of the property for fair market value or through a method expressly authorized by law. Alternatively, the chief executive officer or designee may propose a different method of disposal by the board after the board applies the gift of public funds test described by Texas Municipal League Intergovernmental Risk Pool, 74 S.W.3d 377 (Tex. 2002) and Texas Attorney General Opinion Number GA-76 (2003).

CR(LEGAL) TECHNOLOGY RESOURCES

Statutory citations have been updated in this legally referenced policy to reflect an Administrative Code amendment.

CT(LEGAL) INTELLECTUAL PROPERTY

Several revisions have been made throughout this legally referenced policy addressing intellectual property, including:

- A citation to a newly added section to the U.S. Copyright Law that extends most federal copyright protections to pre-1972 music recordings;
- The full list of infringing actions at Copyright Infringement;
- A prohibition on the Circumvention of Technological Measures; and
- The requirement for college districts to submit an Intellectual Property Policy to the Coordinating Board to receive state research funds.

CU(LEGAL) RESEARCH

This legally referenced policy has been revised to clarify the Institutional Review Board Common Rule for research involving human subjects.

Explanatory Notes

Community College Localized Policy Manual Update 36

Alvin Community College

DGBA(LOCAL) PERSONNEL-MANAGEMENT RELATIONS: EMPLOYEE GRIEVANCES

Recommended revisions to this policy at Other Complaint Processes are to clarify complaint processes concerning the withdrawal of consent to remain on campus, described in GDA further below.

DMC(LOCAL) TERMINATION OF EMPLOYMENT: REDUCTION IN FORCE

Revisions to this policy are recommended for consistency with policy style.

EFBA(LEGAL) DEGREES AND CERTIFICATES: ASSOCIATE DEGREES AND CERTIFICATES

Statutory citations have been updated in this legally referenced policy.

EFCB(LEGAL) SPECIAL PROGRAMS: ADULT EDUCATION AND LITERACY

This legally referenced policy has been revised to reflect recent amendments to Administrative Code Definitions pertaining to adult education and literacy programs.

FLC(LOCAL) STUDENT RIGHTS AND RESPONSIBILITIES: INTERROGATIONS AND SEARCHES

Provisions addressing the college district's authority to conduct searches of students and their belongings are recommended for inclusion in the college district's policy manual.

FLD(LOCAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT COMPLAINTS

Recommended revisions to this policy at Other Complaint Processes are to clarify complaint processes concerning the withdrawal of consent to remain on campus, described in GDA further below.

GB(LOCAL) PUBLIC COMPLAINTS AND HEARINGS

Recommended revisions to this policy at Other Complaint Processes are to clarify complaint processes concerning the withdrawal of consent to remain on campus, described in GDA further below.

GDA(LOCAL) COMMUNITY USE OF COLLEGE DISTRICT FACILITIES: CONDUCT ON COLLEGE DISTRICT PREMISES

Provisions addressing the Withdrawal of Consent to Remain on Campus are recommended for inclusion in the college district's policy manual.

COLLEGE DISTRICT NAME AND DEFINITIONS

AB
(LOCAL)

The corporate name of this college, as provided by law, is Alvin Community College~~Alvin Community College~~, herein referred to as "the College District."

The official title of the governing body of the College District shall be the Alvin Community College~~Alvin Community College~~ Board of Trustees, herein referred to as "the Board."

EQUIPMENT AND SUPPLIES MANAGEMENT
DISPOSAL OF PROPERTY

CIB
(LOCAL)

Disposal of College
District Property

The ~~College President~~ College President or designee is authorized to declare College District personal property, including materials, equipment, vehicles, and supplies, to be unnecessary.

~~If the and shall dispose of~~ unnecessary property has value, the College President or designee shall:

1. Dispose of the unnecessary property materials, equipment, and supplies for fair market value;
2. Dispose of the unnecessary property through a method expressly authorized by law; or
3. Recommend to the Board for approval an alternative method of disposal for less than fair market value. Before approving the disposal of the unnecessary property for less than fair market value, the Board shall determine that the conveyance is not a gift of public funds by making the following findings:
 - a. The predominant purpose of the alternative method of disposal is to accomplish a public purpose, not to benefit private parties;
 - b. The Board shall retain sufficient control over the disposed items to ensure the public purpose is accomplished and to protect the public's investment; and
 - c. The College District shall receive a return benefit.

~~If the unnecessary property has no value, the~~ College President ~~College President~~ or designee may dispose of such property according to administrative discretion.

Items obtained with federal funds or as federal surplus shall be managed according to federal regulations.

Disposal of
Abandoned or
Unclaimed Personal
Property

The College District chief of police ~~College District chief of police~~ is authorized to dispose of a third parties' abandoned and unclaimed personal property in accordance with College District regulations. These regulations shall address, but not be limited to, the following topics:

- ~~1.4.~~ Notices of lost and found locations posted at appropriate places or described in College District publications and that include procedures for reclaiming lost articles and time frames for the College District to dispose of unclaimed property.
- ~~2.5.~~ A range of options for locating owners of abandoned property that is not turned in to a lost and found location. These options may address such items as abandoned cars or other large items.

EQUIPMENT AND SUPPLIES MANAGEMENT
DISPOSAL OF PROPERTY

CIB
(LOCAL)

3.6. Disposal procedures including donations to charity or student organizations, sales, and auctions.

Any monies realized from disposal of unclaimed or abandoned personal property shall be deposited in the College District's general fund.

[For the applicability of the abandoned property procedures under Property Code Chapter 76, see CD]

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE GRIEVANCES

DGBA
(LOCAL)

Guiding Principles	
Informal Process	<p>The Board encourages employees to discuss their concerns with their supervisor or other appropriate administrator who has the authority to address the concerns.</p> <p>Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.</p> <p>Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.</p>
Formal Process	<p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.</p>
Complaints Against Supervisors	<p>Complaints alleging a violation of law by a supervisor may be made to the College President or designee. Complaint forms alleging a violation of law by the College President may be submitted directly to the Board or designee.</p>
Notice to Employees	<p>The College District shall inform employees of this policy through appropriate College District publications.</p>
Freedom from Retaliation	<p>Neither the Board nor any College District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.</p>
Whistleblower Complaints	<p>Whistleblower complaints shall be filed within the time specified by law. Such complaints shall first be filed in accordance with Level ThreeLEVEL THREE, below. Time lines for the employee and the College District set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the initiation of the complaint. [See DG]</p>
Complaints	<p>In this policy, the terms "complaint" and "grievance" shall have the same meaning.</p>
Other Complaint Processes	<p>Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:</p>

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE GRIEVANCES

DGBA
(LOCAL)

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability). [See DIAA and DIAB]
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violations of Title VII. [See DIAA and DIAB]
3. Complaints concerning retaliation relating to discrimination and harassment. [See DIAA and DIAB]
4. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CHA]
5. Complaints concerning an employment preference for former foster children. [See DC]
6. Complaints arising from the dismissal of term contract faculty members. [See DMAA]
7. Complaints concerning the nonrenewal of term contract employees and those arising from the nonrenewal of term contract faculty members. [See DMAB]

1. [Complaints concerning the withdrawal of consent to remain on campus.](#) [See GDA]

General Provisions
Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including ~~email~~ and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The College District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the College District may hold the conference and issue a decision in the employee's absence.

Response

At Levels One, Two, and Three, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's ~~email~~ address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed re-

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE GRIEVANCES

DGBA
(LOCAL)

	<p>sponses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>"Days" shall mean College District business days, unless otherwise noted. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>
Representative	<p>"Representative" means any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the College District at any level of this process. If the employee designates a representative with fewer than three days' notice to the College District before a scheduled conference or hearing, the College District may reschedule the conference or hearing to a later date, if desired, in order to include the College District's counsel. The College District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the College District may consolidate the complaints.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the College District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One con-</p>

ference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

~~4.8.~~ Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and

~~2.9.~~ With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees shall file Level One complaints with their immediate supervisor. If the only administrator who has authority to remedy the alleged problem is the Level Two or Level Three administrator, the complaint may begin at Level Two or Level Three, respectively, following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the College President or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the College District, within ten days of the date of the written Level

One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents presented by the employee at Level One and identified in the Level Two appeal notice. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the College District, within ten days after receipt of a response or, if no response was received, within ten days of the Level Two response deadline.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE GRIEVANCES

DGBA
(LOCAL)

The College President or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The College President or designee shall provide the Board with a record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One and Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The College District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BD]

The presiding officer may set reasonable time limits and guidelines for the presentation including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

TERMINATION OF EMPLOYMENT
REDUCTION IN FORCE

DMC
(LOCAL)

Definitions

Definitions used in this policy are as follows:

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

General Grounds for Dismissal

All contracts and tenure documents shall, unless excepted by the Board, contain a provision that a reduction in force may take place when the Board determines that a financial exigency or program change requires that the contract or tenure of one or more instructors, administrators, or other professional employees be terminated. Such a determination constitutes the necessary cause for dismissal.

Employment Areas

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

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

Criteria for Decisions

Using the following criteria, the College President shall determine which particular employees shall be RIFed and shall submit the recommendation to the Board. ~~These criteria are listed in order of importance; the College President shall apply~~

TERMINATION OF EMPLOYMENT
REDUCTION IN FORCE

DMC
(LOCAL)

~~them sequentially to the selected employment areas until the number of staff reductions necessary have been identified, i.e., if all necessary reductions can be accomplished by applying the certification criteria, it is not necessary to apply the performance or subsequent criteria.~~

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

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

Board Action

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

Appeals

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

Exception

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

**Rights of Employees
Subject to RIF**

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

Reemployment

Upon written request, an employee dismissed pursuant to this policy shall be notified in writing of any subsequent availability of the position for a period of one calendar year following the effective date of such dismissal. The notice shall be mailed to the address

TERMINATION OF EMPLOYMENT
REDUCTION IN FORCE

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(LOCAL)

that was on file for the former employee at the time of dismissal, unless the College District has been notified in writing of a change of address. A former employee so notified must respond to the Board in writing within ten calendar days of receipt of such notification if the person wishes to be considered for the position. Any individual who responds shall be considered for employment on the same basis as all other applicants.

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

FLC
(LOCAL)

<u>Searches in General</u>	<p><u>College District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and College District policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner.</u></p> <p><u>College District officials may initiate a search in accordance with law, including, for example, based on reasonable suspicion, voluntary consent, or pursuant to College District policy providing for suspicionless security procedures, including the use of metal detectors.</u></p> <p><u>In accordance with College District policies and procedures [see FLB], students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on College District property.</u></p>
<u>Reasonable Suspicion Searches</u>	<p><u>Searches should be reasonable at their inception and in scope. If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of College District policy and procedures, a College District official may conduct a search in accordance with law and College District regulations.</u></p>
<u>Suspicionless Searches</u>	<p><u>For purposes of this policy, a suspicionless search is a search carried out based on lawful security procedures, such as metal detector searches or random drug testing.</u></p>
<u>Use of Trained Dogs</u>	<p><u>The College District reserves the right to use trained dogs to conduct screening for concealed prohibited items. Such procedures shall be unannounced. The dogs shall not be used with students; however, students may be asked to leave personal belongings in an area that will be screened. If a dog alerts to an item or an area, it may be searched by College District officials.</u></p>
<u>College District Property</u>	<p><u>College District-provided technology, storage, and similar items are the property of the College District and are provided for student use as a matter of convenience. College District property is subject to search or inspection at any time without notice. Students have no expectation of privacy in College District property. Students shall be fully responsible for the security and contents of College District property assigned to them. Students shall not place or keep in College District-provided technology, storage, or similar item, any article or material prohibited by law or College District policy and procedures. A student shall be held responsible for any prohibited item found in College District property provided to the student.</u></p>
<u>Residence Hall Rooms</u>	<p><u>Searches of student residence hall rooms shall be conducted in accordance with administrative procedures established by the College President or designee. The procedures</u></p>

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

FLC
(LOCAL)

Searches Conducted
by Law Enforcement

shall describe the situations for which a search may be conducted and distinguish searches by College District officials from law enforcement searches.

Searches and interrogations shall be conducted by College District police consistent with law and police department procedures.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT COMPLAINTS

FLD
(LOCAL)

Guiding Principles	<p>The College District encourages students to discuss their concerns with the appropriate instructor or other campus administrator who has the authority to address the concerns.</p> <p>Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.</p> <p>Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.</p>
Informal Process	
Formal Process	<p>A student may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, students are encouraged to seek informal resolution of their concerns. A student whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.</p>
Freedom from Retaliation	<p>Neither the Board nor any College District employee shall unlawfully retaliate against any student for bringing a concern or complaint.</p>
Notice to Students	<p>The College District shall inform students of this policy through appropriate College District publications.</p>
Complaints	<p>In this policy, the terms "complaint" and "grievance" shall have the same meaning.</p>
Other Complaint Processes	<p>Student complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FLD after the relevant complaint process:</p> <ol style="list-style-type: none">1. Complaints alleging discrimination or harassment based on race, color, sex, gender, national origin, disability, age, or religion. [See FFDA and FFDB]2. Complaints concerning retaliation relating to discrimination and harassment. [See FFDA and FFDB]3. Complaints concerning disciplinary decisions. [See FMA]4. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CHA] <p><u>1. Complaints concerning the withdrawal of consent to remain on campus. [See GDA]</u></p>

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT COMPLAINTS

FLD
(LOCAL)

5. Complaints concerning grades. [See FLDB]

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, electronic communication, including ~~email~~ and fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The College District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student fails to appear at a scheduled conference, the College District may hold the conference and issue a decision in the student's absence.

Response

At Levels One, Two, and Three, "response" shall mean a written communication to the student from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's ~~email~~ address of record, or sent by U.S. Mail to the student's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

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

Representative

"Representative" shall mean any person who or organization that is designated by the student to represent the student in the complaint process.

The student may designate a representative through written notice to the College District at any level of this process. If the student designates a representative with fewer than three days' notice to the College District before a scheduled conference or hearing, the College District may reschedule the conference or hearing to a later date, if desired, in order to include the College District's counsel. The College District may be represented by counsel at any level of the process.

**Consolidating
Complaints**

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT COMPLAINTS

FLD
(LOCAL)

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student, at any point during the complaint process. The student may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the College District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student unless the student did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students shall file Level One complaints with the department chairperson or student services counselor. If the only administrator who has authority to remedy the alleged problem is the Level Two or Level Three administrator, the complaint may begin at Level Two or Level Three, respectively, following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT COMPLAINTS

FLD
(LOCAL)

The appropriate administrator shall investigate as necessary and schedule a conference with the student within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student did not receive the relief requested at Level One or if the time for a response has expired, the student may request a conference with the vice president, instruction or vice president, student services to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the College District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student may provide information concerning any documents or information relied on by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the student a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a deci-

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT COMPLAINTS

FLD
(LOCAL)

sion, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student did not receive the relief requested at Level Two or if the time for a response has expired, the student may request a conference with the [College President](#)~~College President~~ or designee to appeal the Level Two decision.

The appeal notice must be filed in writing, on a form provided by the College District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two complaint to the Level Three administrator. The student may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The written response issued at Level Two and any attachments.
3. All other documents relied upon by the Level Two administrator in reaching the Level Two decision.

The Level Three administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level Two. At the conference, the student may provide information concerning any documents or information relied on by the administration for the Level Two decision. The Level Three administrator may set reasonable time limits for the conference.

The Level Three administrator shall provide the student a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Three administrator may consider the Level One and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Level Three administrator believes will help resolve the complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT COMPLAINTS

FLD
(LOCAL)

Recordings of the Level One, Level Two, and Level Three conferences, if any, shall be maintained with the Level One, Level Two, and Level Three records.

Level Four

If the student did not receive the relief requested at Level Three or if the time for a response has expired, the student may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the College District, within ten days after receipt of the written Level Three response, or, if no response was received, within ten days of the Level Three response deadline.

The ~~College President~~ College President or designee shall inform the student of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The ~~College President~~ College President or designee shall provide the Board the record of the Level Three complaint. The student may request a copy of the Level Three record.

The Level Three record shall include:

1. The Level One record.
2. The Level Two record.
3. The written response issued at Level Three and any attachments.
4. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the student notice of the nature of the evidence at least three days before the hearing.

The College District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BD]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT COMPLAINTS

FLD
(LOCAL)

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Four presentation. The Level Four presentation, including the presentation by the student or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If for any reason the Board fails to reach a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.

PUBLIC COMPLAINTS AND HEARINGS

GB
(LOCAL)

Guiding Principles
Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any College District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

Complaints

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Other Complaint Processes

~~This policy shall apply to all complaints from the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies complaints regarding a commissioned peace officer who is an employee of the College District. [See CHA] The policy may require appeals to be submitted in accordance with GB after the relevant complaint process:~~

1. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CHA]
2. Complaints concerning the withdrawal of consent to remain on campus. [See GDA]

General Provisions
Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including ~~email~~ and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic

PUBLIC COMPLAINTS AND HEARINGS

GB
(LOCAL)

	<p>communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.</p>
Scheduling Conferences	<p>The College District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the College District may hold the conference and issue a decision in the individual's absence.</p>
Response	<p>At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>"Days" shall mean College District business days. In calculating time lines under this policy, the day a document is filed is "day zero." The following day is "day one."</p>
Representative	<p>"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.</p> <p>The individual may designate a representative through written notice to the College District at any level of this process. If the individual designates a representative with fewer than three days' notice to the College District before a scheduled conference or hearing, the College District may reschedule the conference or hearing to a later date, if desired, in order to include the College District's counsel. The College District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the</p>

PUBLIC COMPLAINTS AND HEARINGS

GB
(LOCAL)

complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the College District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refile is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the ~~College President~~ College President or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any relevant documents or information.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the ~~College President~~ College President or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the College District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

| The ~~College President~~ ~~College President~~ or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

| The ~~College President~~ ~~College President~~ or designee shall provide the Board with the record of the Level Two complaint. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The written response issued at Level Two and any attachments.
3. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The College District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BD]

The presiding officer may set reasonable time limits and guidelines for the presentation including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

COMMUNITY USE OF COLLEGE DISTRICT FACILITIES
CONDUCT ON COLLEGE DISTRICT PREMISES

GDA
(LOCAL)

Withdrawal of
Consent to Remain
on Campus

In accordance with law, during a period of disruption, the College President or designee may notify a person that consent to remain on a College District campus or facility has been withdrawn for no longer than 14 days if there is reasonable cause to believe that the person willfully disrupted the orderly operation of the College District and that his or her presence on College District property will constitute a substantial and material threat to the orderly operation of the College District.

Hearing Procedures

A party from whom consent has been withdrawn may request a hearing on the withdrawal to be held in accordance with law.

Appeal

The person may appeal the outcome of the hearing through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]

**Tobacco and
E-cigarettes**

The College District prohibits the use of tobacco products and e-cigarettes on College District property, in College District vehicles, and at College District-related activities, unless authorized by the College President or designee.

Field Code Changed

"E-cigarette" means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term does not include a prescription medical device unrelated to the cessation of smoking. The term includes:

1. A device described by this definition regardless of whether the device is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description; and
2. A component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Instruction Sheet
Community College Policy Reference Manual Update 36

Community College Policy Reference Manual

Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
CR	(LEGAL)	Replace policy	Revised policy
CT	(LEGAL)	Replace policy	Revised policy
CU	(LEGAL)	Replace policy	Revised policy
EFBA	(LEGAL)	Replace policy	Revised policy
EFCB	(LEGAL)	Replace policy	Revised policy

Explanatory Notes
Community College Policy Reference Manual Update 36

Community College Policy Reference Manual

ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

The following explanatory notes are intended to be read in conjunction with the annotated policies.

CR(LLEGAL) TECHNOLOGY RESOURCES

Statutory citations have been updated in this legally referenced policy to reflect an Administrative Code amendment.

CT(LLEGAL) INTELLECTUAL PROPERTY

Several revisions have been made throughout this legally referenced policy addressing intellectual property, including:

- A citation to a newly added section to the U.S. Copyright Law that extends most federal copyright protections to pre-1972 music recordings;
- The full list of infringing actions at Copyright Infringement;
- A prohibition on the Circumvention of Technological Measures; and
- The requirement for college districts to submit an Intellectual Property Policy to the Coordinating Board to receive state research funds.

CU(LLEGAL) RESEARCH

This legally referenced policy has been revised to clarify the Institutional Review Board Common Rule for research involving human subjects.

EFBA(LLEGAL) DEGREES AND CERTIFICATES: ASSOCIATE DEGREES AND CERTIFICATES

Statutory citations have been updated in this legally referenced policy.

EFCB(LLEGAL) SPECIAL PROGRAMS: ADULT EDUCATION AND LITERACY

This legally referenced policy has been revised to reflect recent amendments to Administrative Code Definitions pertaining to adult education and literacy programs.

Electronic Transactions

The Uniform Electronic Transactions Act (UETA), Business and Commerce Code Chapter 322, and 1 Administrative Code Chapter 203, Subchapter C apply to transactions between parties each of which has agreed to conduct transactions by electronic means. *Business and Commerce Code 322.005(b); 1 TAC 203.43–.4645*

Pursuant to Business and Commerce Code 322.017, the Department of Information Resources (DIR) and the Texas State Library and Archives Commission jointly formed the UETA Task Force to create rules and develop the Guidelines for the Management of Electronic Transactions and Signed Records. The Guidelines for the Management of Electronic Transactions and Signed Records are applicable to institutions of higher education that send and accept electronic records and electronic signatures to and from other persons and to other institutions of higher education and state agencies that otherwise create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures. These guidelines are available on the department's website. *1 TAC 203.40*

Electronic Signatures

An institution of higher education, including a college district, shall determine whether, and the extent to which, the institution will send and accept electronic or digital signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely on electronic or digital signatures. The institution may adopt rules and procedures governing the use of electronic or digital signatures.

To the extent of any conflict, this provision prevails over Business and Commerce Code Chapter 322, the UETA, and rules and guidelines adopted under that Chapter.

Education Code 51.9336

Electronic Payments

An institution of higher education, including a college district, may make any payment through electronic funds transfer or by electronic pay card. *Education Code 51.012*

Interagency Contracts for Information Resources Technologies

Each institution of higher education, including each college district, that proposes to receive information resources technologies under a contract from another state agency or institution of higher education shall comply with 1 Administrative Code Chapter 204, Subchapter C. *1 TAC 204.30–.32*

Access to Electronic CommunicationsElectronic
Communication
Privacy Act

Except as otherwise provided in the Electronic Communication Privacy Act (ECPA), 18 U.S.C. 2510–22, a person commits an offense if the person:

1. Intentionally intercepts, endeavors to intercept, or procures any other person to intercept or endeavor to intercept any wire, oral, or electronic communication;
2. Intentionally uses, endeavors to use, or procures any other person to use or endeavor to use any electronic, mechanical, or other device to intercept any oral communication when:
 - a. Such device is affixed to, or otherwise transmits a signal through, a wire, cable, or other like connection used in wire communication;
 - b. Such device transmits communications by radio or interferes with the transmission of such communication;
 - c. Such person knows, or has reason to know, that such device or any component thereof has been sent through the mail or transported in interstate or foreign commerce;
 - d. Such use or endeavor to use takes place on the premises of any business or other commercial establishment the operations of which affect interstate or foreign commerce; or obtains or is for the purpose of obtaining information relating to the operations of any business or other commercial establishment the operations of which affect interstate or foreign commerce; or
 - e. Such person acts in the District of Columbia, the Commonwealth of Puerto Rico, or any territory or possession of the United States.
3. Intentionally discloses, or endeavors to disclose, to any other person the contents of any wire, oral, or electronic communication, knowing or having reason to know that the information was obtained through the prohibited interception of a wire, oral, or electronic communication;
4. Intentionally uses, or endeavors to use, the contents of any wire, oral, or electronic communication, knowing or having reason to know that the information was obtained through the prohibited interception of a wire, oral, or electronic communication; or
5. Intentionally discloses, or endeavors to disclose, to any other person the contents of any wire, oral, or electronic communication, intercepted by means authorized by 18 U.S.C.

2511(2)(a)(ii), 2511(2)(b)–(c), 2511(2)(e), 2516, and 2518; knowing or having reason to know that the information was obtained through the interception of such a communication in connection with a criminal investigation; having obtained or received the information in connection with a criminal investigation; and with intent to improperly obstruct, impede, or interfere with a duly authorized criminal investigation.

It shall not be unlawful for a person not acting under color of law to intercept a wire, oral, or electronic communication where such person is a party to the communication or where one of the parties to the communication has given prior consent to such interception unless such communication is intercepted for the purpose of committing any criminal or tortious act in violation of the Constitution or laws of the United States or of any state.

18 U.S.C. 2511(1), (2)(d)

Stored Wire and Electronic Communications and Transactional Records Access Act

A college district must comply with the Stored Wire and Electronic Communications and Transactional Records Access Act, 18 U.S.C. 2701–12.

Whoever intentionally accesses without authorization a facility through which an electronic communication service is provided or intentionally exceeds an authorization to access that facility and thereby obtains, alters, or prevents authorized access to a wire or electronic communication while it is in electronic storage in such system commits an offense. *18 U.S.C. 2701(a)*

Exceptions

This section does not apply with respect to conduct authorized:

1. By the person or entity providing a wire or electronic communications service;
2. By a user of that service with respect to a communication of or intended for that user; or
3. By sections 18 U.S.C. 2703, 2704, or 2518.

18 U.S.C. 2701(c)

Definitions

“Electronic Communication”

“Electronic communication” means any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic, or photooptical system that affects interstate or foreign commerce. *18 U.S.C. 2510(12)*

“Electronic Storage”

“Electronic storage” means:

1. Any temporary, intermediate storage of a wire or electronic communication incidental to the electronic transmission thereof; and

2. Any storage of such communication by an electronic communication service for purposes of backup protection of such communication.

18 U.S.C. 2510(17)

The term encompasses only the information that has been stored by an electronic communication service provider. Information that an individual stores to the individual's hard drive or cell phone is not in electronic storage under the statute. *Garcia v. City of Laredo*, 702 F.3d 788 (5th Cir. 2012)

"Electronic Communications System"

"Electronic communications system" means any wire, radio, electromagnetic, photooptical, or photoelectronic facilities for the transmission of wire or electronic communications and any computer facilities or related electronic equipment for the electronic storage of such communications. *18 U.S.C. 2510(14)*

"Electronic Communications Service"

"Electronic communication service" means any service that provides to users thereof the ability to send or receive wire or electronic communications. *18 U.S.C. 2510(15)*

"Facility"

"Facility" includes servers operated by electronic communication service providers for the purpose of storing and maintaining electronic storage. The term does not include technology, such as cell phones and computers, that enables the use of an electronic communication service. *Garcia v. City of Laredo*, 702 F.3d 788 (5th Cir. 2012)

Drones

Federal Law

Small Unmanned Aircraft

"Small unmanned aircraft" means an unmanned aircraft weighing less than 55 pounds on takeoff, including everything that is on board or otherwise attached to the aircraft.

Small Aircraft Systems

"Small unmanned aircraft system" (small UAS) means a small unmanned aircraft and its associated elements (including communication links and the components that control the small unmanned aircraft) that are required for the safe and efficient operation of the small unmanned aircraft in the national airspace system.

The registration, airman certification, and operation of civil small UAS within the United States is subject to 14 C.F.R. Part 107. Part 107 does not apply to the following:

1. Air carrier operations;
2. Any aircraft subject to the provisions of 14 C.F.R. Part 101; or
3. Any operation that a remote pilot in command elects to conduct pursuant to an exemption issued under Section 333 of

Public Law 112–95, unless otherwise specified in the exemption.

14 C.F.R. 107.1, .3

Model Aircraft

A “model aircraft” is an unmanned aircraft that is capable of sustained flight in the atmosphere, flown within visual line of sight of the person operating the aircraft, and flown for hobby or recreational purposes.

Title 14 C.F.R. Part 101, Subpart E prescribes rules governing the operation of a model aircraft (or an aircraft being developed as a model aircraft) that meets all of the following conditions:

1. The aircraft is flown strictly for hobby or recreational use;
2. The aircraft is operated in accordance with a community-based set of safety guidelines and within the programming of a nationwide community-based organization;
3. The aircraft is limited to not more than 55 pounds unless otherwise certified through a design, construction, inspection, flight test, and operational safety program administered by a community-based organization;
4. The aircraft is operated in a manner that does not interfere with and gives way to any manned aircraft; and
5. When flown within five miles of an airport, the operator of the aircraft provides the airport operator and the airport air traffic control tower (when an air traffic facility is located at the airport) with prior notice of the operation.

No person may operate a model aircraft so as to endanger the safety of the national airspace system.

14 C.F.R. 101.1(5), .41, .43

State Law

Regulation Limited

A political subdivision, including a college district, may not adopt or enforce any ordinance, order, or other similar measure regarding the operation of an unmanned aircraft. An ordinance, order, or other similar measure that violates this provision is void and unenforceable. *Gov’t Code 423.009(b), (d)*

Exception

A political subdivision may adopt and enforce an ordinance, order, or other similar measure regarding:

1. The use of an unmanned aircraft during a special event;
2. The political subdivision’s use of an unmanned aircraft; or

3. The use of an unmanned aircraft near a facility or infrastructure owned by the political subdivision, if the political subdivision:
 - a. Applies for and receives authorization from the Federal Aviation Administration to adopt the regulation; and
 - b. After providing reasonable notice, holds a public hearing on the political subdivision's intent to apply for the authorization.

"Special event" means a festival, celebration, or other gathering that involves the reservation and temporary use of all or a portion of a public park, road, or other property of a political subdivision; and entertainment, the sale of merchandise, food, or beverages, or mass participation in a sports event; and requires a significant use or coordination of a political subdivision's services.

Gov't Code 423.009(a)(2), (c)

Privacy Law

It is lawful to capture an image using an unmanned aircraft in this state for the reasons listed in Government Code 423.002, including:

1. For the purpose of professional or scholarly research and development or for another academic purpose by a person acting on behalf of an institution of higher education or a private or independent institution of higher education, as those terms are defined by Section 61.003, Education Code, including a person who:
 - a. Is a professor, employee, or student of the institution; or
 - b. Is under contract with or otherwise acting under the direction or on behalf of the institution;
2. With the consent of the individual who owns or lawfully occupies the real property captured in the image; or
3. From a height no more than eight feet above ground level in a public place, if the image was captured without using any electronic, mechanical, or other means to amplify the image beyond normal human perception.

Gov't Code 423.002(a)

**Cybersecurity
Information Sharing
Act**

A non-federal entity, including a college district may, for a cybersecurity purpose and consistent with the protection of classified information, share with, or receive from, any other non-federal entity or the federal government a cyber threat indicator or defensive meas-

ure. A non-federal entity receiving a cyber threat indicator or defensive measure from another non-federal entity or a federal entity shall comply with otherwise lawful restrictions placed on the sharing or use of such cyber threat indicator or defensive measure by the sharing non-federal or federal entity. *6 U.S.C. 1503(c)*

Protection and Use
of Information
Security

A non-federal entity monitoring an information system, operating a defensive measure, or providing or receiving a cyber threat indicator or defensive measure under 6 U.S.C. 1503 shall implement and utilize a security control to protect against unauthorized access to or acquisition of such indicator or measure. *6 U.S.C. 1503(d)(1)*

*Removal of
Personal
Information*

A non-federal entity sharing a cyber threat indicator pursuant to 6 U.S.C. Chapter 6, Subchapter I shall, prior to sharing:

1. Review such cyber threat indicator to assess whether such cyber threat indicator contains any information not directly related to a cybersecurity threat that the non-federal entity knows at the time of sharing to be personal information of a specific individual or information that identifies a specific individual and remove such information; or
2. Implement and utilize a technical capability configured to remove any information not directly related to a cybersecurity threat that the non-federal entity knows at the time of sharing to be personal information of a specific individual or information that identifies a specific individual.

6 U.S.C. 1503(d)(2)

*Use of
Information*

A cyber threat indicator or defensive measure shared or received may, for cybersecurity purposes:

1. Be used by a non-federal entity to monitor or operate a defensive measure that is applied to an information system of the non-federal entity, or an information system of another non-federal entity or a federal entity upon written consent of that other non-federal entity or federal entity; and
2. Be otherwise used, retained, and further shared by a non-federal entity subject to an otherwise lawful restriction placed by the sharing non-federal entity or federal entity on such cyber threat indicator or defensive measure, or an otherwise applicable provision of law.

6 U.S.C. 1503(d)(3)

Exception

A cyber threat indicator or defensive measure shared with a state, tribal, or local government under 6 U.S.C. Chapter 6, Subchapter I

shall not be used by any state, tribal, or local government to regulate, including an enforcement action, the lawful activity of any non-federal entity or any activity taken by a non-federal entity pursuant to mandatory standards, including an activity relating to monitoring, operating a defensive measure, or sharing of a cyber threat indicator. A cyber threat indicator or defensive measure shared as described in this provision may, consistent with a state, tribal, or local government regulatory authority specifically relating to the prevention or mitigation of cybersecurity threats to information systems, inform the development or implementation of a regulation relating to such information systems. *6 U.S.C. 1503(d)(4)(C)*

Law Enforcement Use

A college district that receives a cyber threat indicator or defensive measure under 6 U.S.C. Chapter 6, Subchapter I, may use such indicator or measure for the purposes described in 6 U.S.C. 1504(d)(5)(A). [See CKE] *6 U.S.C. 1503(d)(4)(A)*

Exemption from Public Disclosure

A cyber threat indicator or defensive measure shared by or with a state, tribal, or local government, including a component of a state, tribal, or local government that is a private entity, under 6 U.S.C. 1503 shall be deemed voluntarily shared information and exempt from disclosure under any provision of state, tribal, or local freedom of information law, open government law, open meetings law, open records law, sunshine law, or similar law requiring disclosure of information or records. *6 U.S.C. 1503(d)(4)(B)*

A cyber threat indicator or defensive measure shared with the federal government under 6 U.S.C. Chapter 6, Subchapter I, shall be:

1. Deemed voluntarily shared information and exempt from disclosure under 5 U.S.C. 552 and any state, tribal, or local provision of law requiring disclosure of information or records; and
2. Withheld, without discretion, from the public under 5 U.S.C. 552(b)(3)(B) and any state, tribal, or local provision of law requiring disclosure of information or records.

6 U.S.C. 1504(d)(3) [See GCA]

No Duty

Nothing in this section shall be construed to create a duty to share a cyber threat indicator or defensive measure or a duty to warn or act based on the receipt of a cyber threat indicator or defensive measure; or to undermine or limit the availability of otherwise applicable common law or statutory defenses. *6 U.S.C. 1505(c)*

Definitions

“Non-Federal Entity”

“Non-federal entity” means any private entity, non-federal government agency or department, or state, tribal, or local government (including a political subdivision, department, or component thereof). *6 U.S.C. 1501(14)*

<i>"Cyber Security Purpose"</i>	"Cybersecurity purpose" means the purpose of protecting an information system or information that is stored on, processed by, or transiting an information system from a cybersecurity threat or security vulnerability. <i>6 U.S.C. 1501(4)</i>
<i>"Cybersecurity Threat"</i>	"Cybersecurity threat" means an action, not protected by the First Amendment to the U.S. Constitution, on or through an information system that may result in an unauthorized effort to adversely impact the security, availability, confidentiality, or integrity of an information system or information that is stored on, processed by, or transiting an information system. The term does not include any action that solely involves a violation of a consumer term of service or a consumer licensing agreement. <i>6 U.S.C. 1501(5)</i>
<i>"Cyber Threat Indicator"</i>	<p>"Cyber threat indicator" means information that is necessary to describe or identify:</p> <ol style="list-style-type: none"> 1. Malicious reconnaissance, as defined in 6 U.S.C. 1501(12), including anomalous patterns of communications that appear to be transmitted for the purpose of gathering technical information related to a cybersecurity threat or security vulnerability; 2. A method of defeating a security control or exploitation of a security vulnerability; 3. A security vulnerability, including anomalous activity that appears to indicate the existence of a security vulnerability; 4. A method of causing a user with legitimate access to an information system or information that is stored on, processed by, or transiting an information system to unwittingly enable the defeat of a security control or exploitation of a security vulnerability; 5. Malicious cyber command and control, as defined in 6 U.S.C. 1501(11); 6. The actual or potential harm caused by an incident, including a description of the information exfiltrated as a result of a particular cybersecurity threat; 7. Any other attribute of a cybersecurity threat, if disclosure of such attribute is not otherwise prohibited by law; or 8. Any combination thereof. <p><i>6 U.S.C. 1501(6)</i></p>
<i>"Defensive Measure"</i>	"Defensive measure" means an action, device, procedure, signature, technique, or other measure applied to an information system

or information that is stored on, processed by, or transiting an information system that detects, prevents, or mitigates a known or suspected cybersecurity threat or security vulnerability. The term does not include a measure that destroys, renders unusable, provides unauthorized access to, or substantially harms an information system or information stored on, processed by, or transiting such information system not owned by the private entity operating the measure or another entity or federal entity that is authorized to provide consent and has provided consent to that private entity for operation of such measure. *6 U.S.C. 1501(7)*

“Information System”

“Information system” has the meaning given the term in 44 U.S.C. 3502 and includes industrial control systems, such as supervisory control and data acquisition systems, distributed control systems, and programmable logic controllers. *6 U.S.C. 1501(9)*

“Security Control”

“Security control” means the management, operational, and technical controls used to protect against an unauthorized effort to adversely affect the confidentiality, integrity, and availability of an information system or its information. *6 U.S.C. 1501(16)*

“Security Vulnerability”

“Security vulnerability” means any attribute of hardware, software, process, or procedure that could enable or facilitate the defeat of a security control. *6 U.S.C. 1501(17)*

Copyrighted Material Copyright protection subsists, in accordance with United States Copyright Law, 17 U.S.C. 101–~~1332~~[1401](#), in original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Works of authorship include the following categories:

1. Literary works;
2. Musical works, including any accompanying words;
3. Dramatic works, including any accompanying music;
4. Pantomimes and choreographic works;
5. Pictorial, graphic, and sculptural works;
6. Motion pictures and other audiovisual works;
7. Sound recordings; and
8. Architectural works.

In no case does copyright protection for an original work of authorship extend to any idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of the form in which it is described, explained, illustrated, or embodied in such work.

17 U.S.C. 102

**Ownership of
Copyright**

Copyright in a work protected under United States Copyright Law vests initially in the author or authors of the work. The authors of a joint work are co-owners of copyright in the work. *17 U.S.C. 201(a)*

Work for Hire

In the case of a work made for hire, the employer or other person for whom the work was prepared is considered the author for purposes of United States Copyright Law, and, unless the parties have expressly agreed otherwise in a written instrument signed by them, owns all of the rights comprised in the copyright. *17 U.S.C. 201(b)*

A “work made for hire” is:

1. A work prepared by an employee within the scope of his or her employment; or
2. A work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as

answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

A “supplementary work” is a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, such as forewords, afterwords, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes.

An “instructional text” is a literary, pictorial, or graphic work prepared for publication and with the purpose of use in systematic instructional activities.

17 U.S.C. 101

*Transfer
Ownership*

The ownership of a copyright may be transferred in whole or in part by any means of conveyance or by operation of law, and may be bequeathed by will or pass as personal property by the applicable laws of intestate succession.

Any of the exclusive rights comprised in a copyright, including any subdivision of any of the rights specified by 17 U.S.C. 106, may be transferred and owned separately. The owner of any particular exclusive right is entitled, to the extent of that right, to all of the protection and remedies accorded to the copyright owner.

17 U.S.C. 201(d)

*Registering a
Copyright*

At any time during the subsistence of the first term of copyright in any published or unpublished work in which the copyright was secured before January 1, 1978, and during the subsistence of any copyright secured on or after that date, the owner of copyright or of any exclusive right in the work may obtain registration of the copyright claim by registering in accordance with 17 U.S.C. 408–409 and 708. Such registration is not a condition of copyright protection. *17 U.S.C. 408(a)*

Exclusive Rights

Subject to 17 U.S.C. 107–122, the owner of a copyright has the exclusive rights:

1. To reproduce the copyrighted work in copies or phonorecords;
2. To prepare derivative works based upon the copyrighted work;
3. To distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;

4. In the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the copyrighted work publicly;
5. In the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly; and
6. In the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.

17 U.S.C. 106

Fair Use

An exception to the exclusive rights enjoyed by copyright owners is the doctrine of fair use. The fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by 17 U.S.C. 106, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. The following factors shall be considered in determining fair use:

1. The purpose and character of the use, including whether the use is of a commercial nature or for nonprofit educational purposes.
2. The nature of the copyrighted work.
3. The amount and importance of the portion used in relation to the copyrighted work as a whole.
4. The effect of the use upon the potential market for or value of the copyrighted work.

17 U.S.C. 107

Performances and Displays

Face-to-Face Teaching Activities

Additional exceptions related to performances and displays include performance or display of a work by instructors or pupils in the course of face-to-face teaching activities of a nonprofit educational institution, in a classroom or similar place devoted to instruction, unless, in the case of a motion picture or other audiovisual work, the performance, or the display of individual images, is given by means of a copy that was not lawfully made under United States Copyright Law, and that the person responsible for the performance knew or had reason to believe was not lawfully made.

17 U.S.C. 110(1)

*Distance
Education*

Except with respect to a work produced or marketed primarily for performance or display as part of mediated instructional activities transmitted via digital networks, or a performance or display that is given by means of a copy or phonorecord that is not lawfully made and acquired under this title, and the transmitting government body or accredited nonprofit educational institution knew or had reason to believe was not lawfully made and acquired, the performance of a nondramatic literary or musical work or reasonable and limited portions of any other work, or display of a work in an amount comparable to that which is typically displayed in the course of a live classroom session, by or in the course of a transmission, is not a copyright infringement if:

1. The performance or display is made by, at the direction of, or under the actual supervision of an instructor as an integral part of a class session offered as a regular part of the systematic mediated instructional activities of a governmental body or an accredited nonprofit educational institution;
2. The performance or display is directly related and of material assistance to the teaching content of the transmission;
3. The transmission is made solely for, and, to the extent technologically feasible, the reception of such transmission is limited to students officially enrolled in the course for which the transmission is made or officers or employees of governmental bodies as a part of their official duties or employment; and
4. The transmitting body or institution:
 - a. Institutes policies regarding copyright, provides informational materials to faculty, students, and relevant staff members that accurately describe, and promote compliance with, the laws of the United States relating to copyright, and provides notice to students that materials used in connection with the course may be subject to copyright protection; and
 - b. In the case of digital transmissions:
 - (1) Applies technological measures that reasonably prevent retention of the work in accessible form by recipients of the transmission from the transmitting body or institution for longer than the class session; and unauthorized further dissemination of the work in accessible form by such recipients to others; and
 - (2) Does not engage in conduct that could reasonably be expected to interfere with technological measures used by copyright owners to prevent

such retention or unauthorized further dissemination.

17 U.S.C. 110(2)

"Mediated instructional activities" with respect to the performance or display of a work by digital transmission under 17 U.S.C. section 110 refers to activities that use such work as an integral part of the class experience, controlled by or under the actual supervision of the instructor and analogous to the type of performance or display that would take place in a live classroom setting. The term does not refer to activities that use, in one or more class sessions of a single course, such works as textbooks, course packs, or other material in any media, copies or phonorecords of which are typically purchased or acquired by the students in higher education for their independent use and retention or are typically purchased or acquired for elementary and secondary students for their possession and independent use. *17 U.S.C. 110*

Guidelines

The purpose of the "Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions" and "Guidelines for Educational Uses of Music" is to state the minimum and not the maximum standards of educational fair use under 17 U.S.C 107. The guidelines are not intended to limit the types of copying permitted under the standards of fair use under judicial decision and which are stated in Section 107. There may be instances in which copying that does not fall within the guidelines may nonetheless be permitted under the criteria of fair use.

Prohibitions

Notwithstanding the fair use guidelines, the following shall be prohibited:

1. Copying of print materials and sheet music to create or replace or substitute for anthologies, compilations, or collective works. This prohibition against replacement or substitution applies whether copies of various works or excerpts are accumulated or reproduced and used separately.
2. Copying of or from works intended to be "consumable" in the course of study or teaching. These works include workbooks, exercises, standardized tests, test booklets, answer sheets, and like consumable material.

Copying shall not substitute for the purchase of books, publishers' reprints, or periodicals; be directed by higher authority; or be repeated with respect to the same item by the same teacher from term to term.

No charge shall be made to the student beyond the actual cost of the photocopying.

Additional prohibitions regarding the use of music are:

1. Copying for the purpose of performance, except as permitted under the "Guidelines for Educational Use of Music."
2. Copying for the purpose of substituting for the purchase of music, except as permitted under the "Guidelines for Educational Use of Music."
3. Copying without inclusion of the copyright notice that appears on the printed copy.

Reference

"Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions" and "Guidelines for Educational Use of Music" are contained in the historical note following 17 U.S.C. 107.

Broadcast Programs

Broadcast programs, including commercial and public television and radio, shall not be videotaped or tape recorded for reuse without permission, except within the following guidelines:

1. A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained by the college district for a period not to exceed the first 45 consecutive calendar days after date of recording. At the end of that retention period, off-air recordings shall be erased or destroyed.
2. Off-air recordings may be used once by individual teachers in the course of relevant teaching activities and repeated once only when instructional reinforcement is necessary during the first ten consecutive school days within the 45-calendar-day retention period. "School days" are actual days of instruction, excluding examination periods.
3. Off-air recordings shall be made at the request of and used by individual teachers and shall not be regularly recorded in anticipation of requests. No broadcast program shall be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program is broadcast.
4. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. Each such additional copy shall be subject to all provisions governing the original recording. All copies of off-air recordings shall include the copyright notice on the broadcast program as recorded.
5. After the first ten consecutive school days, off-air recordings may be used up to the end of the 45-calendar-day retention

period only to determine whether or not to include the broadcast program in the teaching curriculum and shall not be used in the college district for student exhibition or any other non-evaluative purpose without authorization.

6. Off-air recordings need not be used in their entirety, but the recorded programs shall not be altered from their original content. Off-air recordings shall not be physically or electronically combined or merged to constitute teaching anthologies or compilations.

17 U.S.C. 107 historical note

Copyright
Infringement

Anyone who violates any of the exclusive rights of the copyright owner [as provided by 17 U.S.C. 106–122](#) or of the author as provided in 17 U.S.C. 106A(a), [or who imports copies or phonorecords into the United States in violation of 17 U.S.C. 602](#), is an infringer of the copyright or right of the author. The legal or beneficial owner of an exclusive right under a copyright is entitled, subject to the requirements of 17 U.S.C. 411, to institute an action for any infringement of that particular right committed while he or she is the owner of it. *17 U.S.C. 501(a)–(b)*

Online Copyright
Infringement

*Limitation of
Liability*

A "service provider" (regarding online services) under 17 U.S.C. 512(k) that meets the conditions in 17 U.S.C. 512 shall not be liable for monetary relief or certain injunctive or other equitable relief, except as allowed under 17 U.S.C. 512(j), for copyright infringement in certain online services (transitory communications, system caching, storage of information on systems or networks at the instruction of users, and information location tools) provided by the service provider. *17 U.S.C. 512*

*Eligibility for
Limitations on
Liability*

The limitations on liability established by 17 U.S.C. 512 shall apply to a service provider only if the service provider:

1. Has adopted and reasonably implemented, and informs subscribers and account holders of the service provider's system or network of, a policy that provides for the termination in appropriate circumstances of subscribers and account holders of the service provider's system or network who are repeat infringers; and
2. Accommodates and does not interfere with standard technical measures. The term "standard technical measures" means technical measures that are used by copyright owners to identify or protect copyrighted works and:
 - a. Have been developed pursuant to a broad consensus of copyright owners and service providers in an open, fair, voluntary, multi-industry standards process;

- b. Are available to any person on reasonable and nondiscriminatory terms; and
- c. Do not impose substantial costs on service providers or substantial burdens on their systems or networks.

*17 U.S.C. 512(i)**Limited Liability*

Information
Residing on
Systems or
Networks at
Direction of
Users

Generally, a service provider shall not be liable for monetary relief, or for injunctive or other equitable relief, for infringement of copyright by reason of the storage at the direction of a user of material that resided on a system or network controlled or operated by or for the service provider, if the service provider:

1. Does not have actual knowledge that the material or activity using the material on the system or network is infringing; in the absence of such actual knowledge, is not aware of facts or circumstances from which infringing activity is apparent; or upon obtaining such knowledge or awareness, acts expeditiously to remove, or disable access to, the material;
2. Does not receive a financial benefit directly attributable to the infringing activity, in a case in which the service provider has the right and ability to control such activity;
3. Upon notification of claimed infringement as described in 17 U.S.C. 512(c)(3), responds expeditiously to remove, or disable access to, the material that is claimed to be infringing or to be the subject of infringing activity; and
4. Has designated an agent to receive notifications of claimed infringement described in 17 U.S.C. 512(c)(3), by making available through its service, including on its website in a location accessible to the public, and by providing to the Copyright Office, certain contact information.

17 U.S.C. 512(c)(1)–(2); 37 C.F.R. 201.38

Faculty
Performing
Teaching or
Research
Functions

When a public or other nonprofit institution of higher education, including a college district, is a service provider, and when a faculty member is performing a teaching or research function, for the purposes of 17 U.S.C. 512(a) and 512(b), such faculty member shall be considered to be a person other than the institution, and for the purposes of 17 U.S.C. 512(c) and 512(d) such faculty member's knowledge or awareness of his or her infringing activities shall not be attributed to the institution if:

1. Such faculty member's infringing activities do not involve the provision of online access to instructional materials that are or were required or recommended, within the preceding three-

year period, for a course taught at the institution by such faculty member;

2. The institution has not, within the preceding three-year period, received more than two notifications described in 17 U.S.C. 512(c)(3) of claimed infringement by such faculty member, and such notifications of claimed infringement were not actionable under 17 U.S.C. 512(f); and
3. The institution provides to all users of its system or network informational materials that accurately describe, and promote compliance with, the laws of the United States relating to copyright.

17 U.S.C. 512(e)

Other Online
Services

Generally, liability of a service provider for copyright infringement may also be limited upon certain conditions for transitory communications, system caching, and information location tools services. *17 U.S.C. 512(a)–(b), (d)*

*Disabling or
Removing
Access*

Generally, a service provider shall not be liable to any person for any claim based on the service provider's good faith disabling of access to, or removal of, material or activity claimed to be infringing or based on facts or circumstances from which infringing activity is apparent, regardless of whether the material or activity is ultimately determined to be infringing. *17 U.S.C. 512(g)*

Circumvention of
Technological
Measures

With the exception of persons described by 17 U.S.C. 1201(d)–(j) and persons who engage in noninfringing uses of the classes of copyrighted works described by 37 C.F.R. 201.40, no person shall circumvent a technological measure that effectively controls access to a work protected under U.S.C. Title 17. "Circumvent a technological measure" means to descramble a scrambled work, to decrypt an encrypted work, or otherwise to avoid, bypass, remove, deactivate, or impair a technological measure, without the authority of the copyright owner. A technological measure "effectively controls access to a work" if the measure, in the ordinary course of its operation, requires the application of information, or a process or a treatment, with the authority of the copyright owner, to gain access to the work. 17 U.S.C. 1201; 37 C.F.R. 201.40

Note: [Further information regarding copyrights and the Digital Millennium Copyright Act¹](#) can be found on the U.S. Copyright Office website.

**Trademarked
Material Under
Federal Law****"Trademark"**

The term "trademark" includes any word, name, symbol, or device, or any combination thereof, used by a person or which a person has a bona fide intention to use in commerce and applies to register on the principal register to identify and distinguish his or her goods, including a unique product, from those manufactured or sold by others and to indicate the source of the goods, even if that source is unknown.

"Service Mark"

The term "service mark" means any word, name, symbol, or device, or any combination thereof, used by a person or which a person has a bona fide intention to use in commerce and applies to register on the principal register to identify and distinguish the services of one person, including a unique service, from the services of others and to indicate the source of the services, even if that source is unknown. Titles, character names, and other distinctive features of radio or television programs may be registered as service marks notwithstanding that they, or the programs, may advertise the goods of the sponsor.

"Certification Mark"

The term "certification mark" means any word, name, symbol, or device, or any combination thereof, used by a person other than its owner or which its owner has a bona fide intention to permit a person other than the owner to use in commerce and files an application to register on the principal register to certify regional or other origin, material, mode of manufacture, quality, accuracy, or other characteristics of such person's goods or services or that the work or labor on the goods or services was performed by members of a union or other organization.

"Collective Mark"

The term "collective mark" means a trademark or service mark used by the members of a cooperative, an association, or other collective group or organization or which such cooperative, association, or other collective group or organization has a bona fide intention to use in commerce and applies to register on the principal register and includes marks indicating membership in a union, an association, or other organization.

15 U.S.C. 1127

Registering a Mark

Trademarks, service marks, collective marks, and certification marks may be registered in accordance with the Trademark Act of 1946, 15 U.S.C. 1051–1142. *15 U.S.C. 1051–1054*

**Assignment of a
Mark**

A registered mark or a mark for which an application to register has been filed shall be assignable with the goodwill of the business in which the mark is used, or with that part of the goodwill of the business connected with the use of and symbolized by the mark in accordance with 15 U.S.C. 1060. *15 U.S.C. 1060(a)(1)*

Liability

Any person shall be liable in a civil action by the registrant for the remedies provided in 15 U.S.C. 1114 if the person, without the consent of the registrant:

1. Uses in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive; or
2. Reproduces, counterfeits, copies or colorably imitates a registered mark and applies such reproduction, counterfeit, copy, or colorable imitation to labels, signs, prints, packages, wrappers, receptacles, or advertisements intended to be used in commerce upon or in connection with the sale, offering for sale, distribution, or advertising of goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive.

Under item 2 above, the registrant shall not be entitled to recover profits or damages unless the acts have been committed with knowledge that such imitation is intended to be used to cause confusion, or to cause mistake, or to deceive.

15 U.S.C. 1114(1)

Note: [Further information regarding trademarks²](#) can be found on the U.S. Patent and Trademark Office (USPTO) website.

**Trademarked
Material Under State
Law**

The term "service mark" means a word, name, symbol, or device, or any combination of those terms, used by a person to identify and distinguish the services of one person, including a unique service, from the services of another; and indicate the source of the services, regardless of whether the source is unknown; and includes the titles, character names used by a person, and other distinctive features of radio or television programs, regardless of whether the titles, character names, or programs advertise the sponsor's goods. *Business and Commerce Code 16.001(8)*

The term "trademark" means a word, name, symbol, or device, or any combination of those terms, used by a person to identify and distinguish the person's goods, including a unique product, from the goods manufactured or sold by another; and indicate the source of the goods, regardless of whether the source is unknown. *Business and Commerce Code 16.001(10)*

Registration

A service mark or trademark may be registered in accordance with Business and Commerce Code Chapter 16 and 1 Administrative Code Chapter 93. *Business and Commerce Code 16.051-.066; 1 TAC 93.31-.124, .141-.144*

Assignment of a Mark and Registration

A mark and its registration are assignable with the goodwill of the business in which the mark is used, or with that part of the goodwill of the business connected with the use of, and symbolized by, the mark. An assignment must be made by a properly executed written instrument and may be recorded with the Texas Secretary of State in accordance with Business and Commerce Code 16.061. *Business and Commerce Code 16.061; 1 TAC 93.131*

Infringement

Subject to Business and Commerce Code 16.107, a person commits an infringement if the person:

1. Without the registrant’s consent, uses anywhere in this state a reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with selling, offering for sale, or advertising goods or services when the use is likely to deceive or cause confusion or mistake as to the source or origin of the goods or services; or
2. Reproduces, counterfeits, copies, or colorably imitates a registered mark and applies the reproduction, counterfeit, copy, or colorable imitation to a label, sign, print, package, wrapper, receptacle, or advertisement intended to be used in selling or distributing, or in connection with the sale or distribution of, goods or services in this state.

A registrant may sue for damages and to enjoin an infringement.

Business and Commerce Code 16.102(a)–(b)

Note: [Further information regarding state trademarks](#)³ can be found on the Texas Secretary of State website.

Patents

“Invention”

The term “invention” means invention or discovery. *35 U.S.C. 100(a)*

“Process”

The term “process” means process, art, or method, and includes a new use of a known process, machine, manufacture, composition of matter, or material. *35 U.S.C. 100(b)*

Obtaining a Patent

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement, may obtain a patent, subject to the conditions and requirements of 35 U.S.C. 1-376. *35 U.S.C. 101*

**Assignment of
Patent**

Applications for patent, patents, or any interest therein, shall be assignable in law by an instrument in writing. The applicant, patentee, or his assigned or legal representatives may in like manner grant and convey an exclusive right under his application for patent, or patents, to the whole or any specified part of the United States. 35 U.S.C. 261

**Infringement of
Patents**

Except as otherwise provided in 35 U.S.C. 1-376, whoever without authority makes, uses, offers to sell, or sells any patented invention, within the United States, or imports into the United States any patented invention during the term of the patent, infringes the patent.

Whoever actively induces infringement of a patent shall be liable as an infringer.

Whoever offers to sell or sells within the United States or imports into the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use, shall be liable as a contributory infringer.

35 U.S.C. 271(a)-(c)

Note: [Further information regarding patents](#)⁴ can be found on the USPTO website.

**Intellectual Property
Policy**

It is a policy of the state that each institution of higher education shall at all times have a current copy of its intellectual property policies that meet the following minimum standards on file with the Coordinating Board or posted on the institution's website on the internet in a manner available to the public:

1. Disclosure of scientific and technological developments, including inventions, discoveries, trade secrets, and computer software;
2. Institutional review of scientific and technological disclosures, including consideration of ownership and appropriate legal protection;
3. Guidelines for licensing scientific and technological developments;
4. Clear identification of ownership and licensing responsibilities for each class of intellectual property;

5. Royalty participation by inventors and the institution; and

6. Equity and management participation on the part of the inventor or inventors in business entities that utilize technology created at the institution of higher education.

Education Code 51.680(a), (c)

¹ U.S. Copyright Office: <http://www.copyright.gov>

² USPTO on Trademarks: <https://www.uspto.gov/trademark>

³ Texas Secretary of State on Trademarks and Service Marks:
<http://www.sos.state.tx.us/corp/tradepatents.shtml>

⁴ USPTO on Patents: <https://www.uspto.gov/patent>

Disclosure of Sponsors	In any public communication the content of which is based on the results of sponsored research, a faculty member or other employee or appointee of an institution of higher education, including a college district, who conducted or participated in conducting the research shall conspicuously disclose the identity of each sponsor of the research. <i>Education Code 51.954(a)</i>
Definitions <i>"Public Communication"</i>	<p>"Public communication" means oral or written communication intended for public consumption or distribution, including:</p> <ol style="list-style-type: none"> 1. Testimony in a public administrative, legislative, regulatory, or judicial proceeding; 2. Printed matter including a magazine, journal, newsletter, newspaper, pamphlet, or report; or 3. Posting of information on a website or similar internet host for information. <p><i>Education Code 51.954(b)(2)</i></p>
<i>"Sponsor"</i>	"Sponsor" means an entity that contracts for or provides money or materials for research. <i>Education Code 51.954(b)(3)</i>
<i>"Sponsored Research"</i>	<p>"Sponsored research" means research:</p> <ol style="list-style-type: none"> 1. That is conducted under a contract with, or that is conducted under a grant awarded by and pursuant to a written agreement with, an individual or entity other than the institution conducting the research; and 2. In which payments received or the value of materials received under that contract or grant, or under a combination of more than one such contract or grant, constitutes at least 50 percent of the cost of conducting the research. <p><i>Education Code 51.954(b)(4)</i></p>
Restriction on State Agency Contracts	A state agency that expends appropriated funds may not enter into a research contract with an institution of higher education, including a college district, if that contract contains a provision precluding public disclosure of any final data generated or produced in the course of executing the contract unless the agency reasonably determines that the premature disclosure of such data would adversely affect public safety, the protection of intellectual property rights of the institution of higher education, publication rights in professional scientific publications, or valuable confidential information of the institution of higher education or a third party. This prohibition does not apply to a research contract between an institution of higher education and the Cancer Prevention and Research Institute of Texas. <i>Education Code 51.955(b)-(c)</i>

**Research Involving
Human Subjects –
Institutional Review
Board Common Rule**

~~Title 45 C.F.R. Part 46, Subpart A~~ The Common Rule applies to all research involving human subjects conducted, supported, or otherwise subject to regulation by any federal department or agency which takes appropriate administrative action to make the policy applicable to such research. This includes research conducted by federal civilian employees or military personnel, except that each department or agency head may adopt such procedural modifications as may be appropriate from an administrative standpoint. It also includes research conducted, supported, or otherwise subject to regulation by the federal government outside the United States. Institutions that are engaged in research described in this paragraph and institutional review boards (IRBs) reviewing research that is subject to the Common Rule must comply with the Common Rule.

~~Research that is conducted or supported by a federal department or agency, whether or not it is regulated as defined in 45 C.F.R. 46.102(e), must comply with all sections of 45 C.F.R. Part 46, Subpart A.~~

~~Research that is neither conducted nor supported by a federal department or agency but is subject to regulation as defined in 45 C.F.R. 46.102(e) must be reviewed and approved, in compliance with 45 C.F.R. 46.101, 46.102, and 46.107 through 46.117, by an institutional review board (IRB) that operates in accordance with the pertinent requirements of 45 C.F.R. Part 46, Subpart A.~~

~~45 C.F.R. 46.101(a)~~

Exception

6 C.F.R. Part 46 (Department of Homeland Security); 7 C.F.R. Part 1c (Department of Agriculture); 10 C.F.R. Part 745 (Department of Energy); 14 C.F.R. Part 1230 (NASA); 15 C.F.R. Part 27 (Department of Commerce); 20 C.F.R. Part 431 (Social Security Administration); 22 C.F.R. Part 225 (Agency for International Development); 24 C.F.R. Part 60 (Department of Housing and Urban Development); 29 C.F.R. Part 21 (Department of Labor); 32 C.F.R. Part 219 (Department of Defense); 34 C.F.R. Part 97 (Department of Education); 38 C.F.R. Part 16 (Department of Veterans Affairs); 40 C.F.R. Part 26 (Environmental Protection Agency); 45 C.F.R. Part 46 (Department of Health and Human Services); 45 C.F.R. Part 690 (National Science Foundation); 49 C.F.R. Part 11 (Department of Transportation)

Exceptions

Unless otherwise required by department or agency heads, research activities in which the only involvement of human subjects will be in one or more of the **following** categories below are exempt from the requirements of the Common Rule, except that such activities must comply with the requirements of this policy: section and as specified in each category.

6 C.F.R. 46.104(a); 7 C.F.R. 1c.104(a); 10 C.F.R. 745.104(a); 14 C.F.R. 1230.104(a); 15 C.F.R. 27.104(a); 20 C.F.R. 431.104(a); 22 C.F.R. 225.104(a); 24 C.F.R. 60.104(a); 29 C.F.R. 21.104(a); 32 C.F.R. 219.104(a); 34 C.F.R. 97.104(a); 38 C.F.R. 16.104(a); 40 C.F.R. 26.104(a); 45 C.F.R. 46.104(a), 690.104(a); 49 C.F.R. 11.104(a)

Research That Does Not Adversely Impact Education

Research, conducted in established or commonly accepted educational settings, ~~involving that specifically involves~~ normal educational practices, ~~such as that are not likely to adversely impact students' opportunity to learn required educational content or the assessment of educators who provide instruction is exempt.~~ This includes most research on regular and special education instructional strategies, or research on the effectiveness of or the comparison among instructional techniques, curricula, or classroom management methods.

6 C.F.R. 46.104 (d); 7 C.F.R. 1c.104 (d); 10 C.F.R. 745.104(d); 14 C.F.R. 1230.104(d); 15 C.F.R. 27.104(d); 20 C.F.R. 431.104(d); 22 C.F.R. 225.104(d); 24 C.F.R. 60.104(d); 29 C.F.R. 21.104(d); 32 C.F.R. 219.104(d); 34 C.F.R. 97.104(d); 38 C.F.R. 16.104(d); 40 C.F.R. 26.104(d); 45 C.F.R. 46.104(d), 690.104(d); 49 C.F.R. 11.104(d)

Research Involving Tests, Surveys, Interviews, or Observation of Public Behavior

Research that only includes interactions involving the use of educational tests (cognitive, diagnostic, aptitude, achievement), survey procedures, interview procedures, or observation of public behavior, ~~unless~~ (including visual or auditory recording) is exempt if at least one of the following criteria is met:

1. The information obtained is recorded by the investigator in such a manner that the identity of the human subjects cannot readily be identified/ascertained, directly or through identifiers linked to the subjects; and any
- ~~2. Any disclosure of the human subjects' responses outside the research could reasonably place the subjects at risk of criminal or civil liability or be damaging to the subjects' financial standing, employability, educational advancement, or reputation; or~~
- ~~1. Research involving the use of educational tests (cognitive, diagnostic, aptitude, achievement), survey procedures, interview procedures, or observation of public behavior that is not exempt under item 2, if the human subjects are elected or appointed public officials or candidates for public office; or federal statute(s) require(s) without exception that the confidentiality of the personally identifiable information will be maintained throughout the research and thereafter.~~

- ~~3. Research, involving the collection or study of existing data, documents, records, pathological specimens, or diagnostic specimens, if these sources are publicly available or if the information~~ The information obtained is recorded by the investigator in such a manner that the identity of the human subjects can readily be ascertained, directly or through identifiers linked to the subjects, and an IRB conducts a limited IRB review to make the determination that, when appropriate, there are adequate provisions to protect the privacy of subjects and to maintain the confidentiality of data.

6 C.F.R. 46.104 (d); 7 C.F.R. 1c.104 (d); 10 C.F.R. 745.104(d); 14 C.F.R. 1230.104(d); 15 C.F.R. 27.104(d); 20 C.F.R. 431.104(d); 22 C.F.R. 225.104(d); 24 C.F.R. 60.104(d); 29 C.F.R. 21.104(d); 32 C.F.R. 219.104(d); 34 C.F.R. 97.104(d); 38 C.F.R. 16.104(d); 40 C.F.R. 26.104(d); 45 C.F.R. 46.104(d), 690.104(d); 49 C.F.R. 11.104(d)

Benign
Behavioral
Interventions

Research involving benign behavioral interventions in conjunction with the collection of information from an adult subject through verbal or written responses (including data entry) or audiovisual recording is exempt if the subject prospectively agrees to the intervention and information collection and at least one of the following criteria is met:

- ~~2.1.~~ The information obtained is recorded by the investigator in such a manner that the identity of the human subjects cannot readily be identified ~~ascertained~~, directly or through identifiers linked to the subjects.;
2. Any disclosure of the human subjects' responses outside the research would not reasonably place the subjects at risk of criminal or civil liability or be damaging to the subjects' financial standing, employability, educational advancement, or reputation; or
3. The information obtained is recorded by the investigator in such a manner that the identity of the human subjects can readily be ascertained, directly or through identifiers linked to the subjects, and an IRB conducts a limited IRB review to make the determination that, when appropriate, there are adequate provisions to protect the privacy of subjects and to maintain the confidentiality of data.

For the purpose of this provision, benign behavioral interventions are brief in duration, harmless, painless, not physically invasive, not likely to have a significant adverse lasting impact on the subjects, and the investigator has no reason to think the subjects will find the interventions offensive or embarrassing. Provided all such

criteria are met, examples of such benign behavioral interventions would include having the subjects play an online game, having them solve puzzles under various noise conditions, or having them decide how to allocate a nominal amount of received cash between themselves and someone else.

If the research involves deceiving the subjects regarding the nature or purposes of the research, this exemption is not applicable unless the subject authorizes the deception through a prospective agreement to participate in research in circumstances in which the subject is informed that he or she will be unaware of or misled regarding the nature or purposes of the research.

6 C.F.R. 46.104 (d); 7 C.F.R. 1c.104 (d); 10 C.F.R. 745.104(d); 14 C.F.R. 1230.104(d); 15 C.F.R. 27.104(d); 20 C.F.R. 431.104(d); 22 C.F.R. 225.104(d); 24 C.F.R. 60.104(d); 29 C.F.R. 21.104(d); 32 C.F.R. 219.104(d); 34 C.F.R. 97.104(d); 38 C.F.R. 16.104(d); 40 C.F.R. 26.104(d); 45 C.F.R. 46.104(d), 690.104(d); 49 C.F.R. 11.104(d)

Secondary
Research for
Which Consent is
not Required

Secondary research for which consent is not required: Secondary research uses of identifiable private information or identifiable biospecimens is exempt if at least one of the following criteria is met:

1. The identifiable private information or identifiable biospecimens are publicly available;
2. Information, which may include information about biospecimens, is recorded by the investigator in such a manner that the identity of the human subjects cannot readily be ascertained directly or through identifiers linked to the subjects, the investigator does not contact the subjects, and the investigator will not re-identify subjects;
3. The research involves only information collection and analysis involving the investigator's use of identifiable health information when that use is regulated under 45 C.F.R. Parts 160 and 164, Subparts A and E, for the purposes of "health-care operations" or "research" as those terms are defined at 45 C.F.R. 164.501 or for "public health activities and purposes" as described under 45 C.F.R. 164.512(b); or
4. The research is conducted by, or on behalf of, a federal department or agency using government-generated or government-collected information obtained for nonresearch activities, if the research generates identifiable private information that is or will be maintained on information technology that is subject to and in compliance with Section 208(b) of the E-Government Act of 2002, 44 U.S.C. 3501 note, if all of the

identifiable private information collected, used, or generated as part of the activity will be maintained in systems of records subject to the Privacy Act of 1974, 5 U.S.C. 552a, and, if applicable, the information used in the research was collected subject to the Paperwork Reduction Act of 1995, 44 U.S.C. 3501 et seq.

6 C.F.R. 46.104 (d); 7 C.F.R. 1c.104 (d); 10 C.F.R. 745.104(d); 14 C.F.R. 1230.104(d); 15 C.F.R. 27.104(d); 20 C.F.R. 431.104(d); 22 C.F.R. 225.104(d); 24 C.F.R. 60.104(d); 29 C.F.R. 21.104(d); 32 C.F.R. 219.104(d); 34 C.F.R. 97.104(d); 38 C.F.R. 16.104(d); 40 C.F.R. 26.104(d); 45 C.F.R. 46.104(d), 690.104(d); 49 C.F.R. 11.104(d)

Public Benefit or
Service
Programs

Research and demonstration projects which are conducted ~~by or~~ supported by a federal department or agency, or otherwise subject to the approval of department or agency heads, ~~and which~~ (or the approval of the heads of bureaus or other subordinate agencies that have been delegated authority to conduct the research and demonstration projects), and that are designed to study, evaluate, improve, or otherwise examine public benefit or service programs, including procedures for obtaining benefits or services under those programs; possible changes in or alternatives to those programs or procedures; or possible changes in methods or levels of payment for benefits or services under those programs are exempt. Such projects include, but are not limited to, internal studies by federal employees, and studies under contracts or consulting arrangements, cooperative agreements, or grants. Exempt projects also include waivers of otherwise mandatory requirements using authorities such as Sections 1615 and 1615A of the Social Security Act, as amended. Each federal department or agency conducting or supporting the research and demonstration projects must establish, on a publicly accessible federal website or in such other manner as the department or agency head may determine, a list of the research and demonstration projects that the federal department or agency conducts or supports under this provision. The research or demonstration project must be published on this list prior to commencing the research involving human subjects.

6 C.F.R. 46.104 (d); 7 C.F.R. 1c.104 (d); 10 C.F.R. 745.104(d); 14 C.F.R. 1230.104(d); 15 C.F.R. 27.104(d); 20 C.F.R. 431.104(d); 22 C.F.R. 225.104(d); 24 C.F.R. 60.104(d); 29 C.F.R. 21.104(d); 32 C.F.R. 219.104(d); 34 C.F.R. 97.104(d); 38 C.F.R. 16.104(d); 40 C.F.R. 26.104(d); 45 C.F.R. 46.104(d), 690.104(d); 49 C.F.R. 11.104(d)

Taste and Food
Quality Studies

Taste and food quality evaluation and consumer acceptance studies, are exempt if wholesome foods without additives are consumed or if a food is consumed that contains a food ingredient at or below the level and for a use found to be safe, or agricultural chemical or environmental contaminants at or below the level found to be safe, by the U.S. Food and Drug Administration or approved by the U.S. Environmental Protection Agency or the Food Safety and Inspection Service of the U.S. Department of Agriculture.

~~45 C.F.R. 46.101(b)~~ 6 C.F.R. 46.104 (d); 7 C.F.R. 1c.104 (d); 10 C.F.R. 745.104(d); 14 C.F.R. 1230.104(d); 15 C.F.R. 27.104(d); 20 C.F.R. 431.104(d); 22 C.F.R. 225.104(d); 24 C.F.R. 60.104(d); 29 C.F.R. 21.104(d); 32 C.F.R. 219.104(d); 34 C.F.R. 97.104(d); 38 C.F.R. 16.104(d); 40 C.F.R. 26.104(d); 45 C.F.R. 46.104(d), 690.104(d); 49 C.F.R. 11.104(d)

Storage or
Maintenance for
Secondary
Research for
Which Consent is
Required

Storage or maintenance for secondary research for which broad consent is required: Storage or maintenance of identifiable private information or identifiable biospecimens for potential secondary research use is exempt if an IRB conducts a limited IRB review and makes the following determinations:

1. Broad consent for storage, maintenance, and secondary research use of identifiable private information or identifiable biospecimens is obtained in accordance with the requirements of the Common Rule;
2. Broad consent is appropriately documented or waiver of documentation is appropriate, in accordance with the Common Rule; and
3. If there is a change made for research purposes in the way the identifiable private information or identifiable biospecimens are stored or maintained, there are adequate provisions to protect the privacy of subjects and to maintain the confidentiality of data.

6 C.F.R. 46.104 (d); 7 C.F.R. 1c.104 (d); 10 C.F.R. 745.104(d); 14 C.F.R. 1230.104(d); 15 C.F.R. 27.104(d); 20 C.F.R. 431.104(d); 22 C.F.R. 225.104(d); 24 C.F.R. 60.104(d); 29 C.F.R. 21.104(d); 32 C.F.R. 219.104(d); 34 C.F.R. 97.104(d); 38 C.F.R. 16.104(d); 40 C.F.R. 26.104(d); 45 C.F.R. 46.104(d), 690.104(d); 49 C.F.R. 11.104(d)

Secondary
Research for
Which Broad
Consent is
Required

Secondary research for which broad consent is required: Research involving the use of identifiable private information or identifiable biospecimens for secondary research use, if the following criteria are met:

1. Broad consent for the storage, maintenance, and secondary research use of the identifiable private information or identifiable biospecimens was obtained in accordance with the Common Rule;
2. Documentation of informed consent or waiver of documentation of consent was obtained in accordance with the Common Rule;
3. An IRB conducts a limited IRB review and makes the determination that, when appropriate, there are adequate provisions to protect the privacy of subjects and to maintain the confidentiality of data and makes the determination that the research to be conducted is within the scope of the broad consent referenced at Storage or Maintenance for Secondary Research for Which Consent is Required, above; and
4. The investigator does not include returning individual research results to subjects as part of the study plan. This provision does not prevent an investigator from abiding by any legal requirements to return individual research results.

6 C.F.R. 46.104(a), (d); 7 C.F.R. 1c.104(a), (d); 10 C.F.R. 745.104(a), (d); 14 C.F.R. 1230.104(a), (d); 15 C.F.R. 27.104(a), (d); 20 C.F.R. 431.104(a), (d); 22 C.F.R. 225.104(a), (d); 24 C.F.R. 60.104(a), (d); 29 C.F.R. 21.104(a), (d); 32 C.F.R. 219.104(a), (d); 34 C.F.R. 97.104(a), (d); 38 C.F.R. 16.104(a), (d); 40 C.F.R. 26.104(a), (d); 45 C.F.R. 46.104(a), (d), 690.104(a), (d); 49 C.F.R. 11.104(a), (d)

Definitions	
"Academic Associate Degree"	An "academic associate degree" is an associate degree that will satisfy the lower-division requirements for a baccalaureate degree in a specific discipline. <i>19 TAC 9.1(1)</i>
"Academic Courses"	"Academic courses" are semester credit courses included or allowed under the provisions of the Lower-Division Academic Course Guide Manual designed for college transfer to institutions of higher education in completion of associate and baccalaureate degree programs. <i>19 TAC 9.1(2)</i>
"Applied Associate Degree"	An "applied associate degree" is an associate degree intended to lead directly to employment following graduation and may satisfy the lower-division requirements for a baccalaureate degree in a specific discipline. <i>19 TAC 9.1(3)</i>
"Associate Degree Program"	An "associate degree program" is a grouping of courses designed to lead the individual directly to employment in a specific career or to transfer to an upper-level baccalaureate program. This specifically refers to the associate of arts (AA), associate of science (AS), associate of applied arts (AAA), associate of applied science (AAS), and associate of occupational studies (AOS) degrees. The term "applied" in an associate degree name indicates a program designed to qualify students for immediate employment. <i>19 TAC 9.1(4)</i>
"Career Technical / Workforce Program"	"Career technical/workforce program" is an applied associate degree program or a certificate program for which semester credit hours, quarter credit hours, or continuing education units are awarded and which is intended to prepare students for immediate employment or a job upgrade in a specific occupation. <i>19 TAC 9.1(5)</i>
"Certificate Program"	"Certificate program" means workforce programs designed for entry-level employment or for upgrading skills and knowledge within an occupation. Certificate programs serve as building blocks and exit points for AAS degree programs. <i>19 TAC 9.1(7)</i>
"Continuing Education Unit or CEU"	A "continuing education unit or CEU" is defined as ten contact hours of participation in an organized continuing education experience under responsible sponsorship, capable direction, and qualified instruction, as outlined in the Guidelines for Instructional Programs in Workforce Education. <i>19 TAC 9.1(11)</i>
"Technical Courses or Programs"	"Technical courses or programs" mean workforce education courses or programs for which semester/quarter credit hours are awarded. <i>19 TAC 9.1(28)</i>

“Workforce Continuing Education Course”	“Workforce continuing education course” means a course offered for CEUs with an occupationally specific objective and supported by state funding. A career technical/workforce continuing education course differs from a community service course offered for recreational or vocational purposes and is not supported by state funding. <i>19 TAC 9.1(31)</i>
“Workforce Education”	“Workforce education” means career technical/workforce courses and programs for which semester/quarter credit hours and/or CEUs are awarded and vocational courses and programs for which CEUs are awarded. Workforce career technical/workforce education courses and programs prepare students for immediate employment or a job upgrade within specific occupational categories. <i>19 TAC 9.1(32)</i>
Academic Associate Degree Programs	An academic associate degree may be called an associate of arts (AA), an associate of science (AS), or an associate of arts in teaching (AAT) degree. <i>19 TAC 9.183(a)</i>
AA Only	The AA is the default title for an academic associate degree program if the college district offers only one type of academic degree program. <i>19 TAC 9.183(a)(1)</i>
AA and AS	If a college district offers both AA and AS degrees, the degree programs may be differentiated in one of two ways, including: <ol style="list-style-type: none"> 1. The AA program may have additional requirements in the liberal arts and/or the AS program may have additional requirements in disciplines such as science, mathematics, or computer science; or 2. The AA program may serve as a foundation for the bachelor of arts (BA) degree and the AS program for the bachelor of science (BS) degree. <p>Each academic associate degree must provide a clearly-articulated curriculum that can be associated with a discipline or field of study leading to a baccalaureate degree, and must be identified as such in the institution’s program inventory.</p> <p><i>19 TAC 9.183(a)(2)</i></p>
AAT	The AAT is a specialized academic associate degree program designed to transfer in its entirety to a baccalaureate program that leads to initial Texas teacher certification. This title should only be used for an associate degree program that consists of a Coordinating Board-approved AAT curriculum. <i>19 TAC 9.183(a)(3)</i>
Semester Credit Hours	Academic associate degree programs must consist of 60 semester credit hours (SCH). If the number of SCH required to complete a

proposed academic associate's degree exceeds 60, the institution must provide detailed written documentation describing the compelling academic reason for the number of required hours, such as programmatic accreditation requirements, statutory requirements, or licensure/certification requirements that cannot be met without exceeding the 60-hour limit. The Coordinating Board will review the documentation provided and make a determination to approve or deny a request to exceed the 60-hour limit. Institutions of higher education must be in compliance with this subsection on or before the 2015 fall semester. *19 TAC 9.183(b)-(c)*

Curriculum

Except as provided below, academic associate degree programs must incorporate the institution's approved core curriculum as prescribed by 19 Administrative Code 4.28, relating to Core Curriculum, and 19 Administrative Code 4.29, relating to Core Curricula Larger than 42 SCH.

1. A college may offer a specialized academic associate degree that incorporates a Coordinating Board-approved field of study curriculum as prescribed by 19 Administrative Code 4.32, relating to Field of Study Curricula, and a portion of the college's approved core curriculum if the coursework for both would total more than 60 SCH; or
2. A college may offer a specialized academic associate degree that incorporates a voluntary statewide transfer compact and a portion of the college's approved core curriculum if the coursework for both would total more than 60 SCH.
3. A college that has a signed articulation agreement with a General Academic Teaching Institution to transfer a specified curriculum may offer a specialized AA or AS, but not AAT, degree program that incorporates that curriculum.

19 TAC 9.183(d)

New Academic
Associate Degree
Programs

New academic associate degree programs shall be approved if all of the conditions set out below are met.

The institution shall certify that the following criteria have been met:

1. The program has institution and governing board approval.
2. There is recent evidence of both short-term and long-term student demand for the program.
3. Enrollment projections reflect student demand estimates to ensure the financial self-sufficiency of the program.
4. The institution has an enrollment management plan for the program.

5. If the program does not follow a Coordinating Board-approved field of study curriculum or a Coordinating Board-approved statewide articulation transfer curriculum, the institution has or will initiate a process to establish transfer of credit articulation agreements for the program with senior-level institutions.
6. The program is designed to be consistent with the standards of the Southern Association of Colleges Commission on Colleges (SACSCOC), other applicable accrediting agencies, and is in compliance with applicable licensing authority requirements.
7. Adequate funding is available to cover all new costs to the institution over the first five years after the implementation of the program.
8. The program complies with all applicable provisions contained in divisions of 19 Administrative Code Chapter 9, Subchapter J and adheres to the Standards for Academic Associate Degree Programs approved by the Coordinating Board.

The institution proposing the program shall notify all public institutions within 50 miles of the teaching site of their intention to offer the program at least 30 days prior to submitting their request to the Coordinating Board. If no objections are received, the Coordinating Board staff shall update the institution's program inventory accordingly. If objections occur, the proposed program shall not be implemented until all objections are resolved. If the proposing institution cannot resolve the objection(s), the proposing institution may request the assistance of the assistant commissioner of workforce, academic affairs and research to mediate the objections and determine whether the proposing institution may implement the proposed program.

The Coordinating Board delegates to the commissioner final approval authority for all certificate programs, applied associate degree programs, and academic associate degrees that meet board policies for approval as outlined in the Guidelines for Instructional Programs in Workforce Education and 19 Administrative Code Chapter 9, Subchapter J. The commissioner may delegate this final authority.

19 TAC 9.184(a)

Audits

The Coordinating Board reserves the right to audit a certificate or degree program at any time to ensure compliance with any of the requirements of 19 Administrative Code Chapter 9, Subchapter J.
19 TAC 9.184(b)

**Multidisciplinary
Studies Associate
Degree Program**

The governing board of each public junior college district shall establish a multidisciplinary studies associate degree program which meets the requirements of 19 Administrative Code Chapter 9, Subchapter L at each junior college in the district. A multidisciplinary studies associate degree program is a coordinating board-approved associate of arts or associate of science degree composed of the college's core curriculum and enough additional courses to equal 60 semester credit hours (SCH). The SCH beyond the core curriculum must be selected by the student, in consultation with an academic adviser, and transfer to a specific field of study or major at a university of the student's choice.

A multidisciplinary studies associate degree program established at a junior college under 19 Administrative Code 9.553 must require a student to successfully complete:

1. The junior college's core curriculum adopted under Education Code 61.822(b); and
2. After completion of the core curriculum described above, the courses selected by the student in the student's completed degree plan accounts for all remaining credit hours required for the completion of the degree program; and
3. Emphasizes the student's transition to a particular four-year college or university that the student chooses; and prepare for the student's intended field of study or major at the four-year college or university.

Education Code 130.0104(a)–(b); 19 TAC 9.552(5), .553.–554

Notwithstanding Education Code 51.9685, before the beginning of the regular semester or term immediately following the semester or term in which a student successfully completes a cumulative total of 30 or more semester credit hours for coursework in a multidisciplinary studies associate degree program established under this section, the student must meet with an academic adviser to complete a degree plan, as defined by [19 Administrative Education Code 9.55351.9685\(a\)\(1\)](#) [see [EFBAEFBC](#)], that:

1. Accounts for all remaining credit hours required for the completion of the degree program; and
2. Emphasizes the student's transition to a particular four-year college or university that the student chooses; and
3. Preparations for the student's intended field of study or major at the four-year college or university.

Education Code 130.0104(c); 19 TAC 9.555

Academic Certificate

Institutions of higher education, including college districts, are encouraged to develop undergraduate academic certificate programs of less than degree length. Undergraduate academic certificates may be awarded upon the completion of:

1. The Coordinating Board-approved core curriculum of the institution;
2. A Coordinating Board-approved field of study curriculum; or
3. Fifty percent of the courses specified in a voluntary statewide transfer compact.

Undergraduate academic certificates that meet one of the criteria above require Coordinating Board notification and are automatically approved.

19 TAC 4.36, 9.185

**Career Technical /
Workforce Degree
and Certificate
Programs**

Requests for new associate degree and certificate programs shall be made in accordance with the procedures stipulated in 19 Administrative Code 9.93(b), below.

Public two-year colleges shall request new associate degree and certificate programs using the appropriate degree program request form. Public two-year colleges must submit documentation sufficient to establish that the new program meets all of the criteria listed below. Coordinating Board staff will review all requests for new programs within five business days of receipt. If Coordinating Board staff determines that the request is incomplete and additional information or documentation is needed, the institution must respond with all of the requested information or documentation within ten working days or the request will be returned to the institution. An institution may resubmit a request that was incomplete as soon as it has obtained the requested information or documentation.

New associate degree and certificate programs shall be approved if all of the following conditions are met, provided that the number of SCH required to complete a proposed associate degree program does not exceed 60 SCH.

1. The institution shall certify that:
 - a. The program has institutional and governing board approval.
 - b. The institution has researched and documented current job market need for the program and/or that the program would lead to opportunities for further education.

- c. There is recent evidence of both short-term and long-term student demand for the program.
 - d. Enrollment projections reflect student demand estimates to ensure the financial self-sufficiency of the program.
 - e. Basic and career technical/workforce skills have been integrated into the curriculum.
 - f. The institution has an enrollment management plan for the program.
 - g. The institution has or will initiate a process to establish articulation agreements for the program with secondary and/or senior-level institutions.
 - h. The program is designed to be consistent with the standards of the SACSCOC, and with the standards of other applicable accrediting agencies, and is in compliance with appropriate licensing authority requirements.
 - i. The program would not unnecessarily duplicate existing programs at other institutions.
 - j. Representatives from private sector business and industry have been involved in the creation of the program through participation in an advisory committee.
 - k. Adequate funding is available to cover all new costs to the institution over the first five years after the implementation of the program.
 - l. New costs during the first five years of the program would not exceed \$2 million.
 - m. The institution has an improvement plan in place for all career technical/workforce programs that do not currently meet Coordinating Board standards for both graduation and placement.
 - n. The appropriate Higher Education Regional Council has been notified in writing of the proposal for a new program, and no unresolved objections to the program have been reported.
 - o. Skill standards recognized by the Texas Skill Standards Board, if they exist for the discipline, have been reviewed and considered for inclusion in the curriculum for the program.
2. If a proposed two-year career technical/workforce education program or certificate program meets the stipulated conditions, the institution shall submit a request to the assistant commissioner for workforce, academic affairs and research to

add the program. If a proposed program does not meet the stipulated conditions, the institution must submit a proposal using the standard electronic new program application process.

3. If the number of SCH required to complete a proposed associate's program exceeds 60, the institution must provide detailed written documentation describing the compelling academic reason for the number of required hours, such as programmatic accreditation requirements, statutory requirements, or licensure/certification requirements that cannot be met without exceeding the 60-hour limit. The Coordinating Board will review the documentation provided and make a determination to approve or deny a request to exceed the 60-hour limit. Institutions of higher education must be in compliance with this paragraph on or before the 2015 fall semester.
4. The institution proposing the program shall notify all public institutions within 50 miles of the teaching site of their intention to offer the program at least 30 days prior to submitting their request to the Coordinating Board. If no objections are received, the Coordinating Board staff shall update the institution's program inventory accordingly. If objections occur, the proposed program shall not be implemented until all objections are resolved. If the proposing institution cannot resolve the objection(s), the proposing institution may request the assistance of the assistant commissioner of workforce, academic affairs and research to mediate the objections and determine whether the proposing institution may implement the proposed program.
5. If objections to the proposed program are received by the Coordinating Board staff, the proposed program shall not be implemented until all objections are resolved.

The commissioner shall forward a program to the Coordinating Board for consideration at an appropriate quarterly meeting if either of the following conditions is met: the proposed program is the subject of an unresolved grievance or dispute between institutions; or the commissioner has disapproved the proposed program and the institution has requested a Coordinating Board review.

19 TAC 9.93(a)–(b), (e)

Revisions

Revision of an existing associate degree or certificate program shall be approved if all of the requirements above at item 1 at Career Technical / Workforce Degree and Certificate Programs are met. To request a change of Classification of Instructional Programs (CIP) code for an existing degree or certificate program, the institution shall notify the Coordinating Board staff and certify that

the revised program meets the requirements listed above at item 1. If the revision of an existing degree or certificate program meets the conditions stipulated at item 1, the institution shall submit a request to the assistant commissioner for academic affairs and research to revise the program. The Coordinating Board staff shall update the institution's program inventory accordingly. If a program revision does not meet the conditions stipulated, the institution shall submit a revision request using the standard electronic program revision request process. *19 TAC 9.93(f)-(i)*

Audits

The Coordinating Board reserves the right to audit a certificate or degree program at any time to ensure compliance with any of the requirements in 19 Administrative Code Chapter 9, Subchapter E. *19 TAC 9.93(m)*

Administrative Officials

All programs must be under the direction of an administrator having appropriate authority to ensure that quality is maintained and that programs are conducted in compliance with all applicable laws and rules. Administrative officers must possess credentials, work experience, and/or demonstrated competence appropriate to their areas of responsibility as specified by the SACSCOC. *19 TAC 9.93(j)*

Faculty and Staff

Faculty and staff must be approved by the postsecondary institution. *19 TAC 9.93(k)*

Limitation on SCH Requirements

To earn an associate degree, a student may not be required by an institution of higher education, including a college district, to complete more than the minimum number of SCH required for the degree by the ~~Southern Association of Colleges and Schools-~~ [SACSCOC](#) or its successor unless the institution determines that there is a compelling academic reason for requiring completion of additional SCH for the degree. The Coordinating Board may review one or more of an institution's associate degree programs to ensure compliance with this section.

This section does not apply to an associate degree awarded by an institution to a student enrolled in the institution before the 2015 fall semester. This provision does not prohibit the institution from reducing the number of SCH the student must complete to receive the degree.

Education Code 61.05151

State Funding

No funds appropriated to any public two-year college or other institution providing certificate or associate degree programs shall be expended for any program that has not been approved by the commissioner or the assistant commissioner for workforce, academic

affairs and research or, when applicable, by the Coordinating Board. 19 TAC 9.96

Definitions

"Adult Education and Literacy"

"Adult Education and Literacy" (AEL) means ~~services designed to provide adults with sufficient basic~~ academic instruction and education services below the postsecondary level that ~~enables them to effectively~~ increase an individual's ability to:

- ~~1. Acquire the basic educational skills necessary for literate functioning;~~
1. Read, write, and speak in English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent;
- ~~1.2. Participate in job training and retraining programs; or transition to postsecondary education and training; and~~
- ~~2.3. Obtain and retain employment; and,~~
- ~~2. Continue their education to at least the level of completion of secondary school and preparation for postsecondary education.~~

~~40 TAC 800.2(1), 805.1~~

"Adult ~~Basic~~ Education"

"Adult ~~basic~~ education" (ABE) is ~~instruction in reading, writing programs, activities, and speaking~~ services that include adult education, literacy, workplace adult education and comprehending English, and solving quantitative problems, including functional context, designed for adults who:

- ~~1. Have minimal competence in reading, writing, and solving quantitative problems;~~
- ~~2. Are not sufficiently competent to speak, read, or write the~~ literacy activities, family literacy activities, English language; or
- ~~3. Are not sufficiently competent to meet the requirements of adult life in the United States, including employment commensurate with the adult's real ability.~~

acquisition activities, integrated English literacy and civics education, workforce preparation activities, or integrated education and training. 40 TAC 805.2(1)(A)

"Adult Secondary Education"

"Adult secondary education" (ASE) is ~~comprehensive secondary instruction below the college credit level in reading, writing and literature, mathematics, science, and social studies, including functional context, and instruction for adults who do not have a high school diploma or its equivalent. 40 TAC 805.2(1)(B)~~

"English Literacy Education"

"English literacy education" (EL) is ~~instruction designed to help adults with limited English proficiency achieve competence in the English language. 40 TAC 805.2(1)(C)~~

**Adult Education
Programs**

Adult education programs must be provided by public school districts, public junior colleges, regional education service centers, nonprofit agencies, and community-based organizations approved in accordance with state statutes and the regulations and rules adopted by the Texas Workforce Commission. The programs must be designed to meet the education and training needs of adults to the extent possible using available public and private resources. Bilingual education may be used to instruct students who do not function satisfactorily in English whenever it is appropriate for those students' optimum development. *Labor Code 315.003; 40 TAC 805*



MEMORANDUM NO: 75-2019

TO: Board of Regents

FROM: Dr. Christal M. Albrecht 

DATE: May 15, 2019

SUBJECT: Resolution of Payment for Personnel During Closure on May 10, 2019

According to ACC Board Policy DEA (LOCAL) states that:

"If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure;"

Due to the threat of flooding and poor driving conditions, the college administration closed the campus at 8:00 a.m. on Friday May 10, 2019 for one day. The resolution that follows authorizes the payment of employees for that day.

CMA:tg

**RESOLUTION OF THE BOARD OF REGENTS
OF ALVIN COMMUNITY COLLEGE**

WHEREAS, the Alvin Community College (“ACC” or the “College”) Board of Regents recognizes that the territory included within the College recently suffered inclement weather conditions and significant damage associated with Hurricane Harvey and its aftermath;

WHEREAS, in order to prepare for poor weather conditions, including its strong winds, precipitation (including flooding), and hazardous road conditions, ACC ceased operations beginning on Friday, May 10, 2019 at 8:00 a.m. for the day;

WHEREAS, ACC Board Policy DEA (Local) provides, “If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure;”

WHEREAS, the Board of Regents of Alvin Community College seeks to retain its employees, facilitate efficient operation of educational activities, assist with emergency operations, staff and support of shelter operations and for any and all reasonable support services due to this state and federally determined disaster;

WHEREAS, the Board of Regents of Alvin Community College finds that compensating employees for work days missed as a result of inclement weather serves an important public purpose in that continued retention of such employees shall enable the school district to continue efficient operation(s) of educational and community activities; and

WHEREAS, the Board of Regents of Alvin Community College also finds that there is a public purpose in the continued retention and morale for such employees to be compensated for workdays missed as a result of the College’s closure.

IT IS THEREFORE:

RESOLVED that the Board of Regents of Alvin Community College hereby authorizes the administration to compensate all employees for the workday when the College was closed due to inclement weather at their regular hourly or daily rate of pay, according to the regular duty schedule the employee would have otherwise worked if not for the closure, or other schedule(s), as determined by the College President. Substitutes and independent contractors are not eligible for the emergency pay outlined herein; and

FURTHER RESOLVED that the Board of Regents of Alvin Community College hereby authorizes the College President to award additional pay to non-exempt employees who were required to report to duty during the College’s closure, at their regular rate of pay. Substitutes and independent contractors are not eligible for the additional emergency pay outlined herein.

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Regents of Alvin Community College during the May 23, 2019 Board Meeting. A quorum of the Board of Regents being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____ Nays: _____ Abstentions: _____

Passed the **23rd** day of **May, 2019**. This Resolution may be signed electronically and in counterparts.

Mike Pyburn
Chairman, Board of Regents
Alvin Community College

Attest: _____
Jody Droege
Secretary, Board of Regents
Alvin Community College

Alvin Community College
Consolidated Statement of Net Assets

	<u>April 30, 2019</u>	<u>April 30, 2018</u>	<u>Variance</u>	<u>Explanations/Descriptions</u>
Current Assets				
Cash and cash equivalents	1,650,199	1,825,574	(175,375)	
Short-term investments	38,786,739	12,250,000	26,536,739	
Accounts receivable, net	1,939,341	1,816,867	122,474	Installment Plans outstanding, billing outstanding to sponsors and third parties, grant billings, and CE billings
Inventories	417,815	719,239	(301,424)	
Prepays	64,802	294,241	(229,439)	Travel advances and prepaid expenses
Total Current Assets	42,858,896	16,905,921	25,952,975	
Noncurrent assets				
Restricted cash	-	2	(2)	
Long-term investments	1,500,000	500,000	1,000,000	
Capital assets, net	27,157,972	26,716,826	441,146	
Total Assets	71,516,868	44,122,749	27,394,119	
Deferred Outflows of Resources				
Deferred charge on refunding	303,794	455,691	(151,897)	Bonds
Deferred outflows - pensions	673,306	1,452,579	(779,273)	TRS pension
Deferred outflows - OPEB	793,739	-	793,739	OPEB
Total Deferred Outflows of Resources	1,770,839	1,908,270	(137,431)	
Liabilities				
Accounts payable & accrued liabilities	(4,375)	(33,849)	29,474	
PARS	327,043	654,086	(327,043)	Annual Payment
Net pension liability	5,761,791	6,596,001	(834,210)	GASB 68
Net OPEB liability	28,072,470	-	28,072,470	GASB 75
Funds held for others	39,176	39,583	(407)	Agency funds - groups, clubs, etc on campus
Deferred revenues	460,691	301,339	159,352	Grants paid in advance and fall registrations
Compensated absences	428,516	414,799	13,717	Entry made annually for change in liability
Bonds payable	9,521,486	10,886,007	(1,364,521)	Annual payment
Tax note payable	21,870,000	-	21,870,000	Annual payment
Capital Lease Payable	-	11,916	(11,916)	Annual payment
Total Liabilities	66,476,798	18,869,882	47,606,916	
Deferred Inflows of Resources				
Deferred inflows - pensions	806,996	807,559	(563)	TRS pension
Deferred inflows - OPEB	6,206,958	-	6,206,958	OPEB
Deferred inflows - premium on tax note	2,734,762	-	2,734,762	Tax Note
Total Deferred Inflows of Resources	9,748,716	807,559	8,941,157	
Net Assets				
Fund Balance - Equity	(2,937,807)	26,353,578	(29,291,385)	
Total Net Assets	(2,937,807)	26,353,578	(29,291,385)	

Alvin Community College
Consolidated Statement of Revenue and Expense
April 30, 2019 and April 30, 2018

	Year-To-Date					Prior Year-To-Date				
	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget
Revenues										
Operating revenues										
Tuition and fees	1,973,218	6,890,206	7,546,142	(655,936)	91.31%	1,697,432	6,948,169	7,744,783	(796,614)	89.71%
Federal grants and contracts	5,609,591	-	-	-	0.00%	5,300,555	-	-	-	0.00%
State grants	558,512	-	-	-	0.00%	244,990	-	-	-	0.00%
Local grants	285,991	-	-	-	0.00%	261,822	-	-	-	0.00%
Auxiliary enterprises	1,491,788	-	-	-	0.00%	1,632,366	-	-	-	0.00%
Other operating revenues	247,959	64,554	105,000	(40,446)	61.48%	238,705	63,860	105,000	(41,140)	60.82%
Total operating revenues	10,167,059	6,954,760	7,651,142	(696,382)	90.90%	9,375,870	7,012,029	7,849,783	(837,754)	89.33%
Expenses										
Operating expenses										
Administrative	-	3,764,805	5,811,407	2,046,602	64.78%	-	3,437,030	5,598,812	2,161,782	61.39%
Institutional	-	4,217,161	6,553,258	2,336,097	64.35%	-	2,947,558	4,807,265	1,859,707	61.31%
Designated for Institutional Reserve	-	-	150,000	150,000	0.00%	-	-	750,000	750,000	0.00%
Occupational Technical Instruction	-	3,728,232	6,111,901	2,383,669	61.00%	-	4,011,618	6,159,768	2,148,150	65.13%
University Parallel Instruction	-	4,364,826	6,991,658	2,626,832	62.43%	-	4,343,321	6,841,035	2,497,714	63.49%
Student Services	-	2,662,231	4,249,129	1,586,898	62.65%	-	2,372,209	3,992,080	1,619,871	59.42%
Physical Plant	-	1,699,952	3,054,853	1,354,901	55.65%	-	1,708,744	2,986,995	1,278,251	57.21%
Unbudgeted Unrestricted	1,138,141	-	-	-	0.00%	1,286,463	-	-	-	0.00%
Continuing Ed (Fund 13)	776,462	-	-	-	0.00%	818,582	-	-	-	0.00%
Auxiliary enterprises	1,432,016	-	-	-	0.00%	1,430,635	-	-	-	0.00%
Local Grants	14,575	-	-	-	0.00%	14,249	-	-	-	0.00%
TPEG	114,983	-	-	-	0.00%	148,117	-	-	-	0.00%
Institutional Scholarships	95,590	-	-	-	0.00%	88,393	-	-	-	0.00%
State Grants	558,512	-	-	-	0.00%	244,990	-	-	-	0.00%
Federal Grants	5,609,591	-	-	-	0.00%	5,300,555	-	-	-	0.00%
Donor Scholarships	148,536	-	-	-	0.00%	214,103	-	-	-	0.00%
Unexpended Plant Fund	227,785	-	-	-	0.00%	1,027,615	-	-	-	0.00%
Depreciation	-	-	-	-	0.00%	-	-	-	-	0.00%
Debt Retirement	(183,729)	-	-	-	0.00%	223,381	-	-	-	0.00%
Gain on Sale of Property	-	-	-	-	0.00%	-	-	-	-	0.00%
Construction in Progress	-	-	-	-	0.00%	-	-	-	-	0.00%
Total operating expenses	9,932,462	20,437,207	32,922,206	12,484,999	62.08%	10,797,083	18,820,480	31,135,955	12,315,475	60.45%
Operating Gain/(Loss)	234,597	(13,482,447)	(25,271,064)	(13,181,381)		(1,421,213)	(11,808,451)	(23,286,172)	(13,153,229)	
Nonoperating revenues										
State appropriations*	-	4,918,605	7,930,935	(3,012,330)	62.02%	-	4,932,772	7,930,935	(2,998,163)	62.20%
Property tax revenue - Current	1,495,584	15,936,139	17,065,129	(1,128,990)	93.38%	1,472,182	13,444,191	14,580,237	(1,136,046)	92.21%
Property tax revenue/Instiit Reserve	-	150,000	150,000	-		-	750,000	750,000	-	
Property tax revenue - Delinquent	14,240	131,769	-	131,769	0.00%	13,437	116,178	-	116,178	0.00%
Property tax revenue - Interest & Penalties	6,384	77,065	-	77,065	0.00%	4,961	55,425	-	55,425	0.00%
Investment income	381,158	147,031	125,000	22,031	117.62%	1,003	63,257	25,000	38,257	253.03%
Other non-operating revenues	424,853	10,659	-	10,659	0.00%	285,207	15,729	-	15,729	0.00%
Total nonoperating revenues	2,322,219	21,371,268	25,271,064	(3,899,796)	84.57%	1,776,790	19,377,552	23,286,172	(3,908,620)	83.21%
Provided by the State										
Revenue for Insurance and Retirement	-	1,423,076	-	1,423,076	0.00%	-	1,376,260	-	1,376,260	0.00%
State Insurance Match	-	(706,925)	-	(706,925)	0.00%	-	(668,053)	-	(668,053)	0.00%
State Retirement Match	-	(332,505)	-	(332,505)	0.00%	-	(381,891)	-	(381,891)	0.00%
State Retiree Insurance	-	(383,646)	-	(383,646)	0.00%	-	(326,316)	-	(326,316)	0.00%
Increase/(decrease) in net assets	2,556,816	7,888,821	-	(17,081,177)		355,577	7,569,101	-	(17,061,849)	

* State Approp portion generated by CE = 195,760

* Institutional Reserve 6,771,294

197,311

5,520,431

Alvin Community College
Consolidated Statement of Revenue and Expense
 April 30, 2019 and April 30, 2018

	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	10,167,059	6,954,760	7,651,142	(696,382)	90.90%	9,375,870	7,012,029	7,849,783	(837,754)	89.33%
Nonoperating revenues										
Total nonoperating revenues	2,322,219	21,371,268	25,271,064	(3,899,796)	84.57%	1,776,790	19,377,552	23,286,172	(3,908,620)	83.21%
Less Expenses										
Operating expenses										
Total operating expenses	(9,932,462)	(20,437,207)	(32,922,206)	(12,484,999)	62.08%	(10,797,083)	(18,820,480)	(31,135,955)	(12,315,475)	60.45%
Increase/(decrease) in net assets	2,556,816	7,888,821	-	(17,081,177)		355,577	7,569,101	-	(17,061,849)	

* State Approp portion generated by CE = 195,760 197,311

* Institutional Reserve 6,771,294 5,520,431

Alvin Community College
Consolidated Detail Expense by Type
April 30, 2019 and April 30, 2018

	Year-To-Date					Prior Year-To-Date				
	All Other Funds Actual	M&O Actual	Amended 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	74,169	842,041	1,303,599	461,558	64.59%	71,204	858,068	1,271,774	413,706	67.47%
Professional Sal	696,279	2,904,601	4,608,193	1,703,592	63.03%	543,598	2,617,489	4,136,260	1,518,771	63.28%
Tech/Clerical Sal	556,714	2,781,539	4,384,603	1,603,064	63.44%	532,238	2,723,446	4,340,693	1,617,247	62.74%
Faculty Sal	372,934	6,968,813	11,119,932	4,151,119	62.67%	411,730	7,258,759	11,112,065	3,853,306	65.32%
Misc Sal	57,879	64,833	79,195	14,362	81.87%	42,818	67,950	84,761	16,811	80.17%
Reg Students Sal	24,901	63,205	200,028	136,823	31.60%	44,137	65,400	222,839	157,439	29.35%
Work Study Students Sal	38,522	-	-	-	0.00%	45,265	-	-	-	0.00%
Staff Benefits	274,659	2,212,586	3,844,695	1,632,109	57.55%	228,684	2,266,882	3,841,664	1,574,782	59.01%
Subtotal	2,096,057	15,837,618	25,540,245	9,702,627	62.01%	1,919,674	15,857,994	25,010,056	9,152,062	63.41%
Equipment	234,684	33,067	20,000	(13,067)	165.34%	207,394	39,661	15,000	(24,661)	264.41%
Computer Hardware	325,260	17,712	52,460	34,748	33.76%	315,024	1,251	73,460	72,209	1.70%
Capital Improvements	-	-	-	-	0.00%	71,699	-	-	-	0.00%
Designated for Instit Reserve	-	-	1,917,000	1,917,000	0.00%	-	-	750,000	750,000	0.00%
Travel/Prof Development	81,717	272,937	479,411	206,474	56.93%	31,335	266,510	474,479	207,969	56.17%
Supplies & Exp	1,580,769	4,197,158	4,797,760	600,602	87.48%	1,567,882	2,575,081	4,714,060	2,138,979	54.63%
Institutional Scholarships	131,202	78,715	115,330	36,615	68.25%	117,427	79,983	98,900	18,917	80.87%
Financial Aid	4,753,264	-	-	-	0.00%	4,489,675	-	-	-	0.00%
Donor Scholarships	148,536	-	-	-	0.00%	214,103	-	-	-	0.00%
Purchases (Store/Concession)	534,517	-	-	-	0.00%	607,099	-	-	-	0.00%
Contingency Expense	2,400	-	-	-	0.00%	4,775	-	-	-	0.00%
Depreciation	-	-	-	-	0.00%	-	-	-	-	0.00%
Debt Retirement (Int & Amort)	(183,729)	-	-	-	0.00%	223,381	-	-	-	0.00%
Construction In Progress	-	-	-	-	0.00%	-	-	-	-	0.00%
Unexpended Plant	227,785	-	-	-	0.00%	1,027,615	-	-	-	0.00%
	9,932,462	\$ 20,437,207	\$ 32,922,206	\$ 12,484,999	62.08%	10,797,083	\$ 18,820,480	\$ 31,135,955	\$ 12,315,475	60.45%
State Insurance Match	-	706,925	-	(706,925)	0.00%	-	668,053	-	(668,053)	0.00%
State Retirement Match	-	332,505	-	(332,505)	0.00%	-	381,891	-	(381,891)	0.00%
State Retiree Insurance	-	383,646	-	(383,646)	0.00%	-	326,316	-	(326,316)	0.00%

Alvin Community College
Continuing Education Statement of Revenue and Expense (Fund 13)
April 30, 2019

	Year-To-Date					
	Actual Revenue	TPEG	Exemptions	Net Revenue	Actual Expense	Net Margin
Administration	195,760			195,760	306,274	(110,514)
Motorcycle Safety	6,115			6,115	7,877	(1,762)
GED	11,975			11,975	7,848	4,127
Law Enforcement	699	(42)		657	-	657
Real Estate	2,457			2,457	-	2,457
Dental Assistant	74,855	(4,437)		70,418	48,198	22,220
Information Technology Training	-	-		-	-	-
Phlebotomy	39,800	(2,388)		37,412	10,602	26,810
Medication Aide	39,871	(2,392)		37,479	4,966	32,513
Welding	150,214	(8,498)	(7,386)	134,330	70,986	63,344
Certified Nursing	27,662	(1,649)		26,013	50,856	(24,843)
Truck Driving	54,775	(3,012)		51,763	69,370	(17,607)
Center for Professional Workforce Dev	5,048			5,048	-	5,048
Education to Go	3,946			3,946	1,606	2,340
Concealed Handguns	222			222	-	222
Occupational Health & Safety	5,475			5,475	1,270	4,205
Community Programs	6,874	(204)		6,670	4,268	2,402
Clinical Medical Assistant	52,200	(3,132)		49,068	10,931	38,137
Vet Assistant	28,614	(1,626)		26,988	15,701	11,287
Yoga	4,275			4,275	2,100	2,175
Human Resource Program	-	-		-	-	-
Activity Director Program	3,335	(200)		3,135	6	3,129
Machinist Program	12,504	(750)		11,754	54,747	(42,993)
TWC Pipefitter Program	27,717	(1,663)		26,054	45,944	(19,890)
STRIVE	75,150	(4,299)	(3,274)	67,577	50,417	17,160
TWC INEOS/TEAM	-	-		-	-	-
TWC Ascend	-	-		-	-	-
TWC Pipefitting/Welding	-	-		-	-	-
TWC Fast Start IV	24,840	(1,189)		23,651	604	23,047
Industrial Maintenance	520	(30)		490	211	279
TWC Building Construction Trades	41,042	(1,963)	-	39,079	11,680	27,399
Total	895,945	(37,473)	(10,660)	847,813	776,462	71,351

*3.98% of the state appropriation for FY2018/19 is attributed to CE hours. This funding is used to offset administrative costs. It is recorded as revenue in M&O (Fund 11).

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

Alvin Community College
Auxiliary Profit/(Loss) Statement as of April 30, 2019 and April 30, 2018

	Unaudited						Total	Prior Year-To-Date
	Parking	Student Activities	Bookstore	Vending	Childcare	Fitness Center		
Revenue								
Sales & services	256,189		749,331	5,466	208,655	17,956	1,237,597	1,388,074
Student Fees		254,191					254,191	244,292
	256,189	254,191	749,331	5,466	208,655	17,956	1,491,788	1,632,366
Expenses								
Purchases & Returns			533,778	739			534,517	607,099
Salaries	58,774	49,296	159,780		138,404	20,140	426,394	402,477
Staff Benefits	15,199	14,047	48,027		53,543	524	131,340	117,563
Supplies & Other Operating Expenses	175,917	34,143	65,284	1,972	18,126		295,442	221,945
Equipment	3,304						3,304	6,680
Building Repairs							-	25,170
Bank Charges			14,448		1,665	106	16,219	21,886
Contingency		2,400					2,400	4,775
Scholarships		22,400					22,400	23,040
	253,194	122,286	821,317	2,711	211,738	20,770	1,432,016	1,430,635
Excess revenue over expenses	2,995	131,905	(71,986)	2,755	(3,083)	(2,814)	59,772	201,731
Assets:								
Cash & Petty Cash			12,013			55	12,068	14,046
Accounts Receivable			28				28	10,387
Interfund Receivables	263,846	336,007	685,172	2,755	3,956	48,338	1,340,074	1,203,322
Prepaid Expenses							-	-
Inventory			417,815				417,815	719,239
Total Assets	263,846	336,007	1,115,028	2,755	3,956	48,393	1,769,985	1,946,994
Liabilities:								
Accounts Payable/Gift Certificates	2,744	733	36,352		4,557	170	44,556	30,069
Deferred Revenue	7,200	7,200					14,400	15,660
Deposits							-	-
Total Liabilities	9,944	7,933	36,352	-	4,557	170	58,956	45,729
Restricted Fund Balance (includes inventories)		-	417,815	-			417,815	719,239
Unrestricted Fund Balance	253,902	328,074	660,861	2,755	(601)	48,223	1,293,214	1,182,026
Total Liabilities & Fund Balance	263,846	336,007	1,115,028	2,755	3,956	48,393	1,769,985	1,946,994

Alvin Community College
Auxiliary Profit/(Loss) Statement as of April 30, 2018

	Parking	Student Activities	Bookstore	Vending	Childcare	Fitness Center	Total
Revenue							
Sales & services	246,828		925,318	5,924	183,455	26,549	1,388,074
Student Fees		244,292					244,292
	246,828	244,292	925,318	5,924	183,455	26,549	1,632,366
Expenses							
Purchases & Returns			606,788	311			607,099
Salaries	45,972	43,241	165,444		124,863	22,957	402,477
Staff Benefits	11,175	10,154	48,840		47,027	367	117,563
Supplies & Other Operating Expenses	81,397	51,543	70,797		18,023	185	221,945
Equipment	6,680						6,680
Building Repairs	25,170						25,170
Bank Charges			15,879		5,859	148	21,886
Contingency		4,775					4,775
Scholarships		23,040					23,040
	170,394	132,753	907,748	311	195,772	23,657	1,430,635
Excess revenue over expenses	76,434	111,539	17,570	5,613	(12,317)	2,892	201,731
Assets:							
Cash & Petty Cash			13,991			55	14,046
Accounts Receivable			10,387				10,387
Interfund Receivables	350,284	245,461	524,529	8,074	26,066	48,908	1,203,322
Prepaid Expenses							-
Inventory			719,239				719,239
Total Assets	350,284	245,461	1,268,146	8,074	26,066	48,963	1,946,994
Liabilities:							
Accounts Payable/Gift Certificates	693	1,138	24,783	11	3,177	267	30,069
Deferred Revenue	7,830	7,830					15,660
Deposits							-
Total Liabilities	8,523	8,968	24,783	11	3,177	267	45,729
Restricted Fund Balance (includes inventories)		-	719,239	-			719,239
Unrestricted Fund Balance	341,761	236,493	524,124	8,063	22,889	48,696	1,182,026
Total Liabilities & Fund Balance	350,284	245,461	1,268,146	8,074	26,066	48,963	1,946,994