



Academic Committee Meeting
Thursday, February 13, 2025 at 12:00 p.m.

Meeting ID: 886 2698 9982
Passcode: 281820

Agenda

Item	Description	Presenters
1	Consideration and possible action on approval of annual lease for fully equipped patrol vehicles	Mr. Richard Mesquias Dr. Angelica Fuentes
2	Consideration and possible action on approval of an affiliation agreement with Neighbors in Need of Services (NINOS) for the Child Care and Development Program.	Dr. Christopher Alves

Consideration and possible action on agreement approval for fully equipped patrol vehicles annual lease.



Texas Southmost College District

BOARD AGENDA ITEM REQUEST FORM

Department/Division: Workforce Training & Continuing Education	Board Meeting Date: 02/20/2025
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Presenters:

Mr. Richard Mesquias, Vice President of External Relations and Workforce Development, and Dr. Angelica Fuentes, Associate Vice President of Workforce Development and Continuing Education

Agenda Item:

1	Consideration and possible action on approval of annual lease for fully equipped patrol vehicles	Mr. Richard Mesquias Dr. Angelica Fuentes
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Rationale/Background:

The college is seeking approval for two (2) fully equipped patrol vehicles through an annual lease agreement from American National Leasing Company. The vehicles are 2025 Ford Police Interceptor Utility All-Wheel Drive (AWD). Vehicles will be used for the driving portion of the Basic Peace Officers Course and will also be used during practical application exercises.

The recommendation is to approve the agreement with American National Leasing Company through TIPS contract. TSC joined the Local Government Purchasing Cooperative (TIPS) in March 2006. In accordance to the authorized cooperative purchasing program method as defined in the Texas Education Code 44.031 (a) and Texas Southmost College (TSC) Board Policy Manual for Purchasing and Acquisition procedures (CF Legal and CF Local). This purchasing method satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

In addition, this recommendation is also in compliance with the policy requirement of presenting and obtaining approval from the TSC Board for contracts and purchases valued at \$50,000 or more.

Recommended Action:

To approve the lease agreement for two fully equipped patrol vehicles with American National Leasing Company through TIPS contract in the amount of \$41,801 annually for three years and authorize President Rodriguez to execute the agreement, as presented.

Fiscal Implications:

Budgeted Item: ☐ N/A ☒ Yes ☐ No If no, explain:

These expenses will be coming from the Perkins Basic grant approved budget for fiscal year 2024-2025 and two subsequent years.

FOR OFFICE USE ONLY:

Board Action: Approved: ☐ Yes ☐ No ☐ N/A (Informational) ☐ Tabled for action on:

Certified by: _____ Title: _____ Date: _____

Attachments

TSC Presentation Fully Equipped Patrol Vehicles

Fully Equipped Patrol Vehicles Annual Lease

Presented By:

Mr. Richard Mesquias

Vice President of Exterior Relations and Workforce Development

Dr. Angelica Fuentes

Associate Vice President of Workforce Development and Continuing Education

February 20, 2025



Applicable Law- TIPS

This purchase is in accordance to the authorized purchasing methods as defined in the Texas Southmost College (TSC) Board Policy Manual for Purchasing and Acquisition procedures. In addition, this recommendation is also in compliance with the policy requirement of presenting and obtaining approval from the TSC Board for contracts and purchases valued at \$50,000 or more.

TSC Board Policy	Definition	Law	Authorized Purchasing Method
Cooperative Purchasing Program	<p>A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative stating that the signing local government will:</p> <ol style="list-style-type: none"> 1.Designate a person to act under the direction of, and on behalf of, that local government in all matters relating to the program; 2.Make payments to another participating local government or local cooperative organization or directly to a vendor under a contract made under Local Government Code Chapter 271, Subchapter F, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and 3.Be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, to the ex-tent provided in the agreement between the participating local governments or between a local government and a local cooperative organization. <p>A local government that purchases goods or services under Local Government Code Chapter 271, Subchapter F satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.</p>	Local Gov't Code 271.102; Atty. Gen. Op. JC-37 (1999)	<ul style="list-style-type: none"> -Allied States -Buyboard -Choice Partners -GoodBuy -OMNIA Partners -Texas Cooperative Purchasing Network (TCPN) -TIPS/TAPS -US Communities

Fully Equipped Patrol Vehicles



- 2025 Ford Explorer (2) Fully Equipped Patrol Vehicles
- Basic Peace Officers Course Use
- 3 Year Contract with \$1 Buyout

These expenses will be coming from the Perkins Basic Grant approved budget for fiscal year 2024-2025 and two subsequent years.

Proposal



To approve agreement for two fully equipped patrol vehicles annual lease with American National Leasing Company through TIPS contract in the amount of \$41,801 annually for three years and authorize President Rodriguez to execute the agreement, as presented.

Nino's Headstart MOU



Texas Southmost College District BOARD AGENDA ITEM REQUEST FORM

Department/Division: Instruction	Board Meeting Date: 02/20/2025
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Presenters:

Dr. Christopher Alves, Interim Dean of Arts and Sciences
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Agenda Item:

2	Consideration and possible action on approval of an affiliation agreement with Neighbors in Need of Services (NINOS) for the Child Care and Development Program.	Dr. Christopher Alves
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Rationale/Background:

<p>Texas Southmost College had an agreement in place allowing NINOS/Head Start employees to complete their practicum hours at the student's workplace (NINOS). NINOS backed out of the MOU which had a start date of September 1, 2016, 2018.</p> <p>We propose a start date of June 1, 2025, to offer the summer class to students enrolled in the Child Care and Development Program that cannot take the course due to limitations that this MOU will address.</p> <p>The agreement has been reviewed and approved by both the College and Board Legal Counsel.</p>
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Recommended Action:

Approval to approve the affiliation agreement with NINOS for students enrolled in the Child Care and Development program and authorize President to execute agreement as presented.

Fiscal Implications:

Budgeted Item: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:
If "No", give an explanation of the source of funds to be used.

FOR OFFICE USE ONLY:

Board Action: Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Informational) <input type="checkbox"/> Tabled for action on:
Certified by: _____ Title: _____ Date: _____

Attachments

Ninos Agreement

Child Care and Development
External Experience
PROGRAM AGREEMENT

WHEREAS, Texas Southmost College (“College”) and **Neighbors In Need of Services, INC.** (“Facility”) (collectively “the Parties”) intend to enter into an agreement to support student education and training that shall begin on June 01, 2025; and

WHEREAS, Facility operates facilities located in Cameron County and Willacy County;
and

WHEREAS, College and Facility desire to implement the provisions of such Affiliation Agreement by providing College students (“Students”) enrolled in the following College Certificate/Degree Programs:

- Child Care and Development

with the opportunity to gain educational experience utilizing the personnel, equipment, and facilities of Facility;

NOW, THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the Parties agree as follows:

1. PROGRAM

A representative from Facility (“Facility Liaison”) and College (“College Representative”) will be appointed to oversee and design an educational experience program (“Program”) for Students enrolled in the above referenced College Certificate/Degree Program(s) and shall ensure that:

- a) The duration of the Programs will be consistent with the curriculum requirements of College and with the standards of the accrediting entity for the school or division of the College in which the students are enrolled.
- b) The Program(s) will be reviewed periodically by the Facility Liaison and College Representative and, when appropriate, will be revised to meet the College curriculum requirements and the standards of the accrediting entity.
- c) The Program(s) will be an integral part of the services provided by Facility. Students will be under the direct supervision of College Instructors and/or Facility personnel who are licensed or otherwise qualified to perform such services.
- d) All notices that are provided by Facility to College pursuant to this Agreement Party shall be mailed or faxed to the College. Representative designated by the College for the External Experience(s) Child Care and Development Program. All notices that

are provided by College to Facility pursuant to this Agreement shall be mailed or faxed to the Facility Liaison designated by the Facility for the Child Care and Development Program.

2. COLLEGE OBLIGATIONS

- a) Assure that all students selected for participation in the External Experience(s) have satisfactorily completed all portions of the College curriculum that are a prerequisite for participation in the Program(s).
- b) Develop criteria for the evaluation of the performance of College students participating in the External Experience(s) and provide those criteria, with appropriate reporting forms, to the Facility personnel and College Instructors who are responsible for supervising those students.
- c) Assign grades to Students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- d) Inform all Students and College Instructors who will be onsite at the Facility as part of the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.
- e) Provide information requested by Facility related to Students necessary for Program purposes unless prohibited by federal or state law.
- f) Remove a Student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has engaged in conduct that disrupts the activities carried on by the Facility; or threatens the safety of Facility personnel or students.

3. FACILITY OBLIGATIONS

- a) Assign appropriate space, if College Instructors will be assigned to maintain an on-site presence at Facility, on Facility premises for offices, lectures, and other non-experience related activities of the Program to be conducted at the Facility site.
- b) Provide the equipment, supplies, qualified personnel, and supervised access to students required for the experience related activities of the Program.
- c) Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.

- d) Assume sole responsibility for the quality of students care.
- e) Provide orientation sessions to inform College students and personnel concerning the rules and regulations of Facility.
- f) Permit representatives of the accrediting entity for the school or division of the College in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.
- g) Cooperate fully with College in matters related to academic performance and student conduct related to the Program experience.

4. GENERAL PROVISIONS

- a) College Students and College Instructors will be responsible for their own transportation, meals, and health care while participating in the Program.
- b) This Program Agreement and the Affiliation Agreement constitute the entire Agreements between the parties, with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- c) College and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.
- d) The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- e) The term of this Agreement (“Term”), shall be one (1) year commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term shall be automatically extended for additional terms of one (1) year each (a “Term Extension”), unless either party provides the other with written notice of termination of one hundred-eighty (180) days, as provided herein. As used herein, “Term” shall mean the period of time beginning on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

5. CRIMINAL BACKGROUND CHECKS: PHOTOGRAPHIC IDENTIFICATION

Prior to commencement of any External Experience(s), Facility shall perform a criminal background check (DFPS minimal fee required and paid by each participant) for each Program Participant, the results of which shall be available to Institution upon request. At the time Student initially presents to Facility, all Students shall provide to Facility Photo Identification (e.g., Valid Driver's License, State Identification, etc.), TB Test and Affidavit.

6. INSURANCE

- a) STUDENTS. College shall obtain and maintain in force, for each Student throughout the duration of the participation of the Student in the Program professional liability insurance with a minimum coverage of \$1,000,000 per individual occurrence and \$3,000,000 in the aggregate covering College which shall name as the insured each Student. Such insurance shall be with an insurance company reasonably acceptable to the Facility and in accordance with the provisions and requirements of any applicable laws of the State of Texas. The College shall provide the Facility as of the date hereof and at least annually thereafter an acceptable certificate of insurance for the benefit of the Facility evidencing such coverage which shall include an endorsement if available from College's carrier which shall provide that such insurance shall not be modified, non-renewed or canceled except upon thirty (30) days prior written notice to the Facility.
- b) COLLEGE FACULTY OR OTHER STAFF. College will provide defense and indemnification to its instructors which include College Faculty or other College staff assigned to Facility under this Agreement, for damages, attorney's fees, and court costs adjudged against them when the damages are based on an act or omission in the course and scope of the Instructor's employment by College.

7. HIPAA

The Parties agree that:

- a) the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulations");
- b) to the extent that Students are participating in the Program and College Instructors are providing supervision at the Facility as part of the Program all such Students and Instructors shall
 - 1) be considered part of the Neighbors In Need of Services, INC. Head Start/Early Head Start workforce for HIPPA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of the Facility;

- 2) receive training by the Facility on, and be subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
- 3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to College which a Student has accessed through Neighbors In Need of Services, INC. Head Start/Early Head Start participation or a College Instructor has accessed through the provision of supervision to a student at the Facility that has not first been de-identified as provided in 45 CFR § 164.514(a);
- c) College shall never access or seek to access any Protected Health Information held or collected by or on behalf of the Facility from a Student or Instructor who is acting as a part of the Facility's workforce as set forth in subsection (b)(I) of this section or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
- d) No services are being provided to the Facility by the College pursuant to this agreement and therefore this Agreement does not create a "Business Associate" relationship between Facility and College as that term is defined in 45 CFR §160.103.

8. FERPA

For purpose of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the College hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provision of FERPA.

FACILITY by

COLLEGE by

Signature: _____
Name: David Kowalski
Title: Executive/Head Start Director
Date: _____

Signature: _____
Name: Dr. Jesus Roberto Rodriguez
Title: TSC President
Date: _____