



Board of Trustees

Adela G. Garza
Chair

Delia Saenz
Vice Chair

Norma Lopez Harris, PharmD
Secretary

Dr. Tony Zavaleta

Alejandra Aldrete, M.Ed.

Edgar E. Garcia, MPAS PA-C

Edward C. Camarillo, M.P.P.M.

TSC President

Jesus Roberto Rodriguez, Ph.D.

Take notice that a Public Hearing and Regular Meeting of the

BOARD OF TRUSTEES

OF

TEXAS SOUTHMOST COLLEGE DISTRICT

will be held in the

Gorgas Board Room at Texas Southmost College,

1801 May St., Brownsville, Texas 78520

Commencing at 5:30 p.m. on Thursday, August 28, 2025

to consider and act on the following Agenda:

PUBLIC HEARING AGENDA

1. Call to Order
2. Pledges of Allegiance
3. Public Hearing on proposed 2025 Ad Valorem Tax Rate for Texas Southmost College District
4. Adjournment of Public Hearing

**REGULAR BOARD MEETING
AMENDED AGENDA**

1. Call to Order
2. Pledges of Allegiance
3. Public Comment
 - a. If you wish to address the Board of Trustees during the Public Comment portion of today's meeting about an item on this agenda or another issue, please print your name and the agenda item or topic of discussion you wish to address on the sign-in sheet located at the

entrance of the Gorgas Board Room. If an item is not on the agenda it will be limited to a discussion of placing the topic/item on the agenda for a subsequent meeting. Tex. Gov. Code §551.042

- b. In accordance with TSC Policy, only those persons who have signed up on the list shall be heard. The speaker must limit remarks to three minutes. The Board shall allot no more than 30 minutes for the Public Comment portion of the meeting and a total of no more than 12 minutes for any specific agenda item and 3 minutes per person. If there are more than four (4) individuals wishing to speak on a specific agenda item, those signing the request must allocate the time amongst themselves so as not to exceed 12 minutes per agenda item.
- c. A complaint against a specific employee or officer of Texas Southmost College shall be heard in a Closed Meeting, as authorized by the *Texas Government Code Title 5-Sections 551.074(1) and (2)*. If your topic concerns a complaint against a specific employee or officer, please note this on the sign-in sheet. The presiding officer or designee shall determine whether a person addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the presiding officer or designee shall refer the individual to the appropriate policy to seek resolution:

TSC Policies

Employee Complaints: DGBA

Student Complaints: FLD

Public Complaints: GB

- d. You must make your point on issues in a constructive and courteous fashion pursuant to *Robert's Rules of Order*.

- 4. Chairwoman's Report
- 5. President's Report
- 6. Rotary Club of Brownsville Sunrise Presentation
- 7. Consideration and possible action on approval of the Minutes of the following meetings:
 - a. Regular Meeting - June 26, 2025
 - b. Special Board Meeting - August 14, 2025
- 8. Consideration and possible action on approval of the Texas Southmost College District Budget for Fiscal Year 2025-2026

9. Consideration and possible action on the Adoption of the 2025 TSC District Ad Valorem Tax Rate
10. Consideration and possible action on approval of Budget Amendment 25-004 in the amount of \$10,000,000
11. Finance Committee
 - a. Consideration and possible action to approve a Memorandum of Understanding (MOU) between Texas Southmost College and the Texas Southmost College Foundation
 - b. Monthly Financial Statement Report for the month ended June 30, 2025
 - c. Third Quarter Investment Report for Fiscal Year 2025
 - d. Report on the Grants awarded to Texas Southmost College for the Month of June
12. Facilities Committee
 - a. Consideration and possible action to approve a Facility Assessment and Facility Dashboard Access with the Texas Association of School Boards (TASB)
 - b. Consideration and possible action on award for architectural design services for Fort Brown Campus and ITECC Building Roof Renovation Projects
 - c. Facilities Update
13. Academic Committee
 - a. Consideration and possible action on approval to pursue an associate of applied science in Culinary Arts, a certificate-level 2 in Catering and Private Chef and a certificate-level 1 in Baking and Pastry
14. Student Services Committee
 - a. Consideration and possible action to approve a Memorandum of Understanding with the 2025-2026 Matching Funds Agreement between the Stars Scholarship Fund and Texas Southmost College

15. Policies Committee

- a. Consideration and possible action to approve the revisions to the following LOCAL policies:

CG (LOCAL) Safety Program

CGF (LOCAL) Safety Program: Security Personnel

ECC (LOCAL) Instructional Arrangements: Course Load and Schedules

FFDA (LOCAL) - Freedom from Discrimination, Harassment, and Retaliation Sex and Sexual Violence

FFE (LOCAL) - Student Welfare Freedom from Bullying

FLD (LOCAL) - Student Rights and Responsibilities Student Complaints

FMA (LOCAL) - Discipline and Penalties Discipline Procedure

16. Executive Session


- a. Consultation with Attorney on Pending or Contemplated Litigation, Section 551.071 Texas Government Code
- b. Consultation with Attorney on Pending Real Estate Issues, Section 551.072 Texas Government Code
- c. Deliberation on Personnel Matters, Section 551.074 Texas Government Code
 - Consideration on FY 24-25 Salary Schedule
 - Consideration on President's evaluation
 - Consideration on legal counsel contracts
 - Consideration on FY 25-26 TSC Strategic Priorities
- d. Deliberation regarding security devices or security audits, Section 551.089 Texas Government Code
- e. Deliberation on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, Section 551.071 Texas Government Code

17. Action on Executive Session Matters

18. Announcement of Next Meeting Dates

- a. Regular Board Meeting – Thursday, September 18, 2025, 5:30 p.m.
- b. Regular Board Meeting – Thursday, October 16, 2025, 5:30 p.m.

19. Adjournment

This notice was posted in compliance with the Texas Open Meetings Act on 08/25/2025 at 4:45 pm by Dr. Stella E. Garcia. .

Individuals with disabilities are entitled to have access to and participate in public meetings. An individual requiring an accommodation for access to the meeting must notify the Texas Southmost College District in writing 24 hours prior to the scheduled meeting of the necessity of an accommodation. Upon receipt of this request, the Texas Southmost College District will furnish appropriate auxiliary aids and services when necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of the Board meeting as non-handicapped individuals enjoy.

Chairwoman's Report

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President's Report

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Rotary Club of Brownsville Sunrise Presentation

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Minutes

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Minutes for Regular Meeting of June 26, 2025

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Board of Trustees

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TSC President

Jesús Roberto Rodríguez, Ph.D.

TEXAS SOUTHMOST COLLEGE DISTRICT

Regular Meeting of the Board of Trustees

June 26, 2025

The Board of Trustees of the Texas Southmost College District convened in open session on June 26, 2025 at 5:49 p.m. Board Members present were Ms. Adela Garza, Chair; Ms. Delia Saenz, Vice Chair; Dr. Norma Lopez Harris, Secretary; Ms. Alejandra Aldrete; Dr. Tony Zavaleta, Mr. Edgar Garcia; and Mr. Edward Camarillo. Also present was Dr. Jesús Roberto Rodríguez, President of Texas Southmost College.

REGULAR MEETING MINUTES

1. Call to Order

The meeting was called to order by Chair Garza at 5:49 p.m. She called role and confirmed a quorum.

2. Pledges of Allegiance

Trustee Zavaleta led the United States Pledge of Allegiance and the Texas Pledge of Allegiance.

3. Public Comment

Chair Garza asked if there were any speakers signed up for public comment. There were no public speakers.

4. Chairwoman's Report

Chair Garza presented the following items:

State of the Port event

Chair Garza, Vice Chair Saenz, Secretary Lopez Harris, Trustee Aldrete, and President Rodríguez attended the State of the Port event last month at the Brownsville Events Center. Brownsville Navigation District Chairman Esteban Guerra delivered the address and highlighted the Port's role in growing the local economy. During the event, Chair Garza met with Ana Garcia, who is the long-time Regional Director for Senator John Cornyn's office and has been a good friend to Texas Southmost College.

TSC Strategic Planning

Over the past several months, the Board and many stakeholder groups have been engaged in a strategic planning process.

- In April, the facilitator held focus groups with students, faculty, staff, and community members.
- Electronic surveys were emailed to gather input from as many stakeholders as possible.

- The Board of Trustees Strategic Planning Committee, consisting of Secretary Lopez Harris and Trustee Camarillo, held two meetings to review all of the data gathered, and moved forward recommendations for strategic goals and priorities.
- The full Board of Trustees held three workshops to review the data and the Strategic Planning Committee's recommendations for the 2026-2030 strategic plan.
- Tonight, the Board of Trustees will consider approval of the new strategic plan, which is on the agenda for consideration.

Chair Garza thanked the entire Scorpion Community for participating in the process. She noted that she is excited about Texas Southmost College's next chapter, as the college approaches its 100th year of service to its communities.

5. President's Report

Criminal Justice TCOLE results

President Rodríguez announced that the TSC Criminal Justice Institute Advisory Board was notified that all 31 spring graduates successfully passed their TCOLE licensing exam. He said this achievement is a testament to the dedication, professionalism, and unwavering support demonstrated by our Workforce Training and Continuing Education (WTCE) Leaders and instructors, led by Vice President Richard Mesquias and Associate Vice President (AVP) Angelica Fuentes. Their collective efforts have been incredible in cultivating successful cadets and contributing to a safer, stronger workforce for local communities. President Rodríguez thanked the Trustees for their investment in the program, which has produced an exceptional return on investment (ROI).

Graduation ceremonies

Since the Board's last meeting, TSC has held a number of ceremonies to honor its graduating students. During the Spring Commencement Ceremony, TSC honored a graduating class that was 988 students strong. Mrs. Theresa Ann Capistran, Superintendent of Point Isabel Independent School District, served as the commencement speaker, encouraging students to have confidence in all of the knowledge and skills they have gained, as they go out to conquer the world. In addition, over the past month TSC celebrated the graduations of ACE students, Health Professions students, and Criminal Justice Institute cadettes. President Rodríguez extend his thanks to Chair Garza, Secretary Lopez Harris, Trustee Aldrete, Trustee Camarillo, and Trustee Garcia for participating in the events, and to all of the trustees for supporting TSC students.

IT Conference Presentations

TSC's IT employees, including Vice President Luis Villarreal, Randy Wallace, Miriam Garza, and Conrad Perfett participated in the Ellucian Live Conference held during the spring semester in Orlando, Florida, during which they led three conference sessions. President Rodríguez congratulated the team and thanked them for sharing the good work that is taking place at Texas Southmost College on the national stage.

TASB Training

TSC was granted a Risk Management Education Grant from TASB (Texas Association of School Board) to fund tuition for Human Resources (HR) and Facilities staff to engage in training on a wide variety of topics, from managing FMLA to electrical safety in the workplace. President Rodríguez thanked Keila Tuttle, Director of Operations for Safety and Risk Management, for spearheading the opportunity.

Scorpion Youth Soccer Camp

TSC held its third annual Scorpion Youth Soccer Camp in early June. Approximately 50 young athletes participated, representing Brownsville, San Benito, and Los Fresnos. President Rodríguez thanked the Student Services team for facilitating the high level of community engagement, which was led by Vice President Plummer, Dr. Ponce, Coach Zamora, and volunteer soccer players. He also extended his thanks to Trustee Camarillo for participating in the camp awards ceremony.

Soccer Regional All-Academic team

TSC's Scorpions are demonstrating what it truly means to be a successful student-athletes. Twelve soccer players were named to the Region 14 All-Academic Team. To earn this distinction, they had to compete in one season of a varsity sport and complete 24 credit hours, earning a minimum GPA of 3.2. President Rodríguez congratulated Alessandra Aldape, America Gonzalez, America Guerra, Anahi Banda, Camila Minez, Christian Casas, Romualdo Gonzalez, Claireddy Martinez, Isabel Rodríguez, Maritza Saenz, Elizabeth Torres, and Kevin Zamora for showing TSC's communities what it means to be Scorpion Strong!

Student Services events

President Rodríguez reported that, with the summer in full swing, the hard-working Student Services team, led by Vice President Plummer and Associate Vice President Vanessa Vasquez, continues to engage the campus community to foster student success. Their teams led the following activities:

- Sign Language Classes
- Career Services workshops and employer connections
- Blood drive
- Juneteenth Celebration
- Registration Roundup

New programs

During the fall semester, TSC will offer several new programs: Associate of Arts in Music, Associate of Science in Allied Health Education, Structural Welding CERT2, and Welding CERT1. President Rodríguez thanked the Board of Trustees for setting the course for the expansion of programs that are relevant to the community and connect students to high-wage/high-demand careers.

Video Presentation

President Rodríguez shared a video, which highlighted college activities that have occurred since the previous Board of Trustee Meeting.

President Rodríguez thanked the Board of Trustees for their continued commitment to the college and the communities it serves. He said the college community greatly appreciates their leadership in setting the strategic vision, which allows TSC to continue to move forward with purpose and direction.

6. Consideration and possible action on approval of the minutes of the following meeting:

a. Regular Meeting – May 15, 2025

Trustee Aldrete made a motion to approve the minutes of the Regular Meeting of May 15, 2025. Vice Chair Saenz seconded the motion, which passed unanimously.

7. Consideration and possible action on approval of the TSC Strategic Plan

Chair Garza called upon President Rodríguez to present the report. He reviewed the many stakeholder activities held over the Spring Semester and early Summer Session to gather input for the new 2026-2030 plan. Chair Garza noted how engaged the community was during the focus groups. The plan includes updated vision and mission statements, as well as five strategic goals, which are all supported by a number of strategies. The new strategic goals include:

1. Increase student enrollment, retention, completion and transfer
2. Align academic and continuing education pathways to the workforce
3. Enhance facilities and technology infrastructure
4. Expand employee development and organizational culture
5. Elevate community engagement and institutional visibility

Trustee Camarillo and Secretary Lopez Harris thanked the strategic planning facilitator and the TSC team, including Mr. Oscar Hernandez, Associate Vice President of Institutional Effectiveness and Educational Technologies, for leading the development of the plan. Chair Garza also thanked the BOT Strategic Planning committee for their work in moving the plan forward.

Trustee Camarillo made a motion to approve the strategic plan. Trustee Aldrete seconded the motion, which passed unanimously.

8. Finance Committee

Chair Garza called upon Vice Chair Saenz to present the report.

a. Consideration and possible action to approve 2025-2026 tuition and fees schedule

Mr. Oscar Hernandez, Associate Vice President of Institutional Effectiveness and Educational Technologies, was called upon to present the item. He said the tuition and fee schedule will allow students to have the appropriate tools and materials needed to be successful on day one and will facilitate their acquisition of licenses and certifications upon graduation. Chair Garza thanked the administrators for their collaborative and creative work on the new schedule that will promote student success.

Vice Chair Saenz made a motion to approve the 2025-2026 tuition and fees schedule as presented. Secretary Lopez Harris seconded the motion, which passed unanimously.

b. Consideration and possible action on approval of Budget Amendment 25-003 to recognize excess revenue in the amount of \$2,000,000

Mr. Carlos Pecero, Interim Vice President of Finance and Administration, was called upon to present the item. He said the proposed budget amendment is to recognize excess revenue in investment income, tuition and fees, and ad valorem taxes. The revenue will be used to fund a number of infrastructure and renovation projects throughout the campus. The Board engaged in a discussion of

the ongoing assessment of high-need projects.

Vice Chair Saenz made a motion to approve Budget Amendment 25-003 for Fiscal Year 2025 as presented. Secretary Lopez Harris seconded the motion, which passed unanimously.

c. Consideration and possible action to approve resolution for emergencies and disasters

Mr. Carlos Pecero, Interim Vice President of Finance and Administration, was called upon to present the item. He said the proposed resolution was drafted as a result of a college table top exercise led by the Office of Risk Management, which was designed to identify resources needed during emergencies and disasters. The Board engaged in a discussion of the designation of college authority during emergency and disasters, to ensure proper checks and balances.

Vice Chair Saenz made a motion to approve resolution for emergencies and disasters, as presented. Secretary Lopez Harris seconded the motion, which passed unanimously.

d. Consideration and possible action on adoption of the 2025 Historic Preservation Plan Resolution granting tax exemptions to eligible historic sites listed in the 2025 Historic Preservation Plan adopted by the City of Brownsville

Mr. Carlos Pecero, Interim Vice President of Finance and Administration, was called upon to present the item. He reviewed the City of Brownsville's 2025 Historic Preservation Plan, Schedules A and B. The Board engaged in a discussion of local taxing districts that grant the exemptions.

Vice Chair Saenz made a motion to adopt the 2025 Historic Preservation Plan Resolutions granting tax exemptions to eligible historic sites listed in the 2025 Historic Preservation Plan Schedule A, removing the properties listed on Schedule B (expired term), as presented. Secretary Lopez Harris seconded the motion, which passed unanimously.

e. Monthly Financial Statement Report for the month ended April 2025

Mr. Carlos Pecero, Interim Vice President of Finance and Administration, was called upon to present the Monthly Financial Statement Report for the month ended April 2025.

The item was for information only. No action was taken.

9. Academic Committee

Chair Garza called upon Trustee Aldrete to present the report.

a. Consideration and possible action to approve the Interlocal agreement between Texas Southmost College and the City of Brownsville Municipal Court for a Teen Court

Dr. Christopher Alves, Interim Dean of Arts & Sciences, was called upon to present the item. He said the Brownsville Municipal Court seeks to create a diversional program for juveniles for the adjudication of status (non-criminal) offenses. Through the proposed agreement, TSC's Criminal Justice and Paralegal students would have active roles in the program aligned with student learning outcomes.

The Board engaged in a discussion of how the program might provide prospective students with pathways into workforce programs.

Trustee Aldrete made a motion to approve the interlocal agreement between the City of Brownsville Municipal Court and Texas Southmost College for Brownsville Diversionary Program or Teen Court, as presented. Vice Chair Saenz seconded the motion, which passed unanimously.

b. Consideration and possible action to approve a Memorandum of Understanding between Texas Southmost College and the University of Texas Rio Grande Valley

Mr. Oscar Hernandez, Associate Vice President of Institutional Effectiveness and Educational Technologies, was called upon to present the item. He said the proposal would enhance TSC students' transfer of core courses to UTRGV and facilitate the reverse transfer of credits to TSC students who qualify to earn an associate's degree.

Trustee Aldrete made a motion to approve the Memorandum of Understanding between Texas Southmost College and the University of Texas Rio Grande Valley and authorize President Rodríguez to sign the Memorandum of Understanding, as presented. Trustee Zavaleta seconded the motion, which passed unanimously.

c. Consideration and possible action to approve a Memorandum of Understanding between Texas Southmost College and National University

Mr. Oscar Hernandez, Associate Vice President of Institutional Effectiveness and Educational Technologies, was called upon to present the item. He said the proposed MOU would provide TSC students with a seamless transfer process--as well as scholarship opportunities for students, employees, and alumni--for those seeking to pursue National University's bachelor's degree programs.

Trustee Aldrete made a motion to approve the Memorandum of Understanding between Texas Southmost College and National University and authorize President Rodríguez to sign MOU, as presented. Trustee Zavaleta seconded the motion, which passed unanimously.

d. Consideration and possible action to approve the Articulation Agreement between Texas Southmost College and Del Mar College

Dr. Herminio Guajardo, Dean of Health Professions, was called upon to present the item. He said the proposed agreement facilitates a seamless transfer of credits for TSC Associate Degree Nursing graduates into the Del Mar College Bachelor of Science in Nursing program.

Trustee Aldrete made a motion to approve the Articulation Agreement between Texas Southmost College and Del Mar College and authorize President Rodríguez to sign the agreement, as presented. Trustee Zavaleta seconded the motion, which passed unanimously.

e. Consideration and possible action to approve the Affiliation Agreement between Texas Southmost College and Doctors Hospital at Renaissance

Dr. Herminio Guajardo, Dean of Health Professions, was called upon to present the item. He said the proposed agreement facilitates clinical learning experiences for TSC students in credit and non-credit Health Professions programs at Doctors Hospital at Renaissance.

Trustee Aldrete made a motion to approve the Affiliation Agreement between Texas Southmost College and Doctors Hospital at Renaissance and authorize President Rodríguez to sign the agreement, as presented. Trustee Zavaleta seconded the motion, which passed unanimously.

f. Consideration and possible action to approve the Affiliation Agreement between Texas Southmost College and HCA Gulf Coast Division, Inc.

Dr. Herminio Guajardo, Dean of Health Professions, was called upon to present the item. He said the proposed agreement facilitates clinical learning experiences for TSC students in the Health Professions programs at facilities within the HCA Gulf Coast Division, Inc.

Trustee Aldrete made a motion to approve the Affiliation Agreement with HCA Gulf Coast Division, Inc. and authorize President Rodríguez to sign the agreement, as presented. Trustee Zavaleta seconded the motion, which passed unanimously.

g. Consideration and possible action to approve the Articulation Agreement between Texas Southmost College and Texas State University's Department of Organization Workforce Leadership Studies

Dr. Herminio Guajardo, Dean of Health Professions, was called upon to present the item. He said the proposed agreement facilitates the seamless transfer of TSC Health Professions students' credits into Texas State University's Department of Organization, Workforce and Leadership Studies.

Trustee Aldrete made a motion to approve the Articulation Agreement with Texas State University's Department of Organization, Workforce, and Leadership Studies and authorize President Rodríguez to sign the agreement, as presented. Trustee Zavaleta seconded the motion, which passed unanimously.

h. Consideration and possible action to approve the Renewal of the Affiliation Agreement between Texas Southmost College and South Texas Emergency Care Foundation, Inc.

Dr. Herminio Guajardo, Dean of Health Professions, was called upon to present the item. He said the proposed agreement is a renewal, which provides TSC's Emergency Medical Sciences students with clinical experiences through the South Texas Emergency Care Foundation, Inc.

Trustee Aldrete made a motion to approve the renewal of the affiliation Agreement with South Texas Emergency Care Foundation, Inc. and authorize President Rodríguez to sign the agreement, as presented. Trustee Zavaleta seconded the motion, which passed unanimously.

10. Facilities Committee

Chair Garza called upon Trustee Camarillo to present the report.

a. Consideration and possible action on approval of matching grant support for the Texas Historical Commission's Texas Preservation Trust Fund grant program

Dr. Stella Garcia, Vice President of Institutional Advancement/Chief of Staff, was called upon to present the item. She reported that the Texas Historical Commission invited TSC to submit a grant proposal to restore TSC historic buildings as part of the proposed Fort Brown Heritage Walk. The competitive grants are awarded on a one-to-one match basis. The Board engaged in a discussion of the type of windows that would be used in the restoration.

Trustee Camarillo made a motion to approve the allocation of matching grant support in the amount of \$50,000 contingent on the Notice of Grant Award for \$50,000 from the Texas Historical Commission (\$100,000 project total) and to authorize President Rodríguez to execute related documents, as presented. Trustee Garcia seconded the motion, which passed unanimously.

b. Consideration and possible action on award RFP 25-10 for Campus Directional Signage Design

Dr. Stella Garcia, Vice President of Institutional Advancement/Chief of Staff, was called upon to present the item. She reviewed the following RFP items: timeline, scope of work, evaluation committee, scoring tabulation, evaluation criteria, and budget and financial impact. Three vendors responded to the RFP, with Fd2s receiving the highest score from the committee.

Trustee Camarillo made a motion to award RFP 25-10 for Campus Directional Signage Design to Fd2s, Inc. and authorize President Rodríguez to execute the contract, as presented. Trustee Garcia seconded the motion, which passed unanimously.

c. Consideration and possible action on approval of ITECC pipe fitting lab power upgrades proposal

Dr. Stella Garcia, Vice President of Institutional Advancement/Chief of Staff, and Mr. Ronald Robles, Executive Director of Facilities and Physical Plant, were called upon to present the item. Mr. Robles reviewed the scope of work for the next phase of the project, purchasing cooperatives rationale, and budget and financial impact. Four vendors responded to the RFP, with Signs and More, LLC receiving the highest score from the committee. The Board engaged in a brief discussion of the vendors' experience.

Trustee Camarillo made a motion to approve the ITEC Center pipe fitting lab power upgrades project with Signs and More, LLC through Choice Partners contract in the amount of \$242,697 plus five percent contingency to cover unforeseen events and authorize President Rodríguez to execute the purchase order contract, as presented. Trustee Garcia seconded the motion, which passed unanimously.

d. Consideration and possible action on award for Engineering Design Services for the replacement of Centrifugal Chillers 3 & 4 of Main Campus Thermal Plant

Dr. Stella Garcia, Vice President of Institutional Advancement/Chief of Staff, was called upon to present the item. She reviewed the project timeline and history, board-approved vendors for engineering services, selection process, scope of work, and budget and financial impact.

Trustee Camarillo made a motion to negotiate the contract award for engineering design services for the replacement of centrifugal chillers 3 and 4 project with Ethos Holistique Holdings, LLC dba Ethos Engineering and authorize President Rodriguez to execute the contract, as presented. Trustee Garcia seconded the motion, which passed unanimously.

e. Consideration and possible action on approval of furniture purchase

Dr. Stella Garcia, Vice President of Institutional Advancement/Chief of Staff, was called upon to present the item. She reviewed the schedule of events and described the proposed furniture to be purchased for classrooms, science labs, common areas, and offices located in M-1 Building, Cortez Hall and ITECC. The Board engaged in a discussion of the classroom chair specifications.

Trustee Camarillo made a motion to approve the furniture purchase directly from the manufacturer Krueger International (KI) through OMNIA Partners contract in the amount of \$368,000 and authorize President Rodríguez to execute the purchase order contract, as presented. Trustee Garcia seconded the motion, which passed unanimously.

f. Facilities Update

Dr. Stella Garcia, Vice President of Institutional Advancement/Chief of Staff, and Mr. Ronald Robles, Executive Director of Facilities and Physical Plant, were called upon to present the item. Dr. Garcia provided an update on the demolition of the PUB water tower. Mr. Robles provided an update on the thermal plant cooling tower installation, ITECC fire line replacement project, and the hydronic line replacement.

The item was for information only. No action was taken.

11. Policy Committee

Chair Garza called on Trustee Aldrete to present the report.

a. Consideration and possible action to approve the TASB Update 49 Local policies:

BCA (LOCAL) - Board Internal Organization: Board Officers and Officials

BCB (LOCAL) - Board Internal Organization: Board Committees

BCE (LOCAL) - Board Internal Organization: Advisory Committees

Mr. Ruben Pena, Legal Counsel, was called upon to present the item. He provided an overview of proposed changes to the following policies:

- **BCA (LOCAL) - Board Internal Organization: Board Officers and Officials**, which defines how the Board's officers are elected

- BCB (LOCAL) - Board Internal Organization: Board Committees, which defines the appointment of Board of Trustee committees
- BCE (LOCAL) - Board Internal Organization: Advisory Committees, which defines the appointment of advisory committees

Trustee Aldrete made a motion to approve the following TASB Update 49 Local policies: BCA, BCB, and BCE. Vice Chair Saenz seconded the motion, which passed unanimously.

b. Consideration and possible action to approve the following revisions to Local policies:

DJ (LOCAL) - Assignment, Work Load, and Schedules

EA (LOCAL) - Academic Year and Calendar

ECC (LOCAL) - Instructional Arrangements Course Load and Schedules

Mr. Ruben Pena, Legal Counsel, was called upon to present the item. He provided an overview of proposed changes to the following policies:

- DJ (LOCAL) - Assignment, Work Load, and Schedules, which defines teaching modalities and experiential learning
- EA (LOCAL) - Academic Year and Calendar, which adds orientation
- ECC (LOCAL) - Instructional Arrangements Course Load and Schedules, which is revised to align with Coordinating Board rules

The Board engaged in a brief discussion of faculty workloads specified in policy DJ (LOCAL).

Trustee Aldrete made a motion to approve the following LOCAL policies: DJ, EA, and ECC. Secretary Lopez Harris seconded the motion, which passed unanimously.

12. Executive Session

The Board convened in Executive Session at 7:16 p.m.

The Board reconvened in Open Session at 9:11 p.m.

13. Action on Executive Session Matters

a. Consultation with Attorney on Pending or Contemplated Litigation, Section 551.071 Texas Government Code

No action was taken.

b. Consultation with Attorney on Pending Real Estate Issues, Section 551.072 Texas Government Code

No action was taken.

c. Deliberation on Personnel Matters, Section 551.074 Texas Government Code

Discussion of the FY 24-25 Salary Schedule

Trustee Camarillo made a motion to authorize and approve the 2024-2025 Salary Schedule for FY 24-25, as discussed in executive session. Trustee Aldrete seconded the motion, which passed unanimously.

d. Deliberation regarding security devices or security audits; Section 551.089 Texas Government Code

No action was taken.

14. Announcement of Proposed Meeting Dates

- a. First Reading of Budget – Thursday, August 14, 2025**
- b. Public Hearing and Regular Board Meeting – Thursday, August 28, 2025, 5:30 p.m.**
- c. Regular Board Meeting – Thursday, September 18, 2025, 5:30 p.m.**

15. Adjournment

Trustee Camarillo made a motion to adjourn. Trustee Aldrete seconded the motion, which passed unanimously. The meeting was adjourned at 9:12 p.m.

Ms. Adela Garza
Chair, Board of Trustees

Dr. Norma Lopez Harris
Secretary, Board of Trustees

The video recording of the Special Board of Trustees meeting held on June 26, 2025 is available on the TSC.EDU website. These minutes were prepared by Dr. Angela K. McCauley, Chief Institutional Editor and Special Projects. Videotaping of the Board of Trustees' meetings began on April 11, 1996.

Minutes for Special Board Meeting of August 14, 2025

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Board of Trustees

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Edgar E. Garcia, MPAS PA-C

Edward Camarillo, M.P.P.M.

TSC President

Jesús Roberto Rodríguez, Ph.D.

TEXAS SOUTHMOST COLLEGE DISTRICT

Special Meeting of the Board of Trustees

August 14, 2025

The Board of Trustees of the Texas Southmost College District convened in open session on August 14, 2025 at 5:30 p.m. Board Members present were Ms. Adela Garza, Chair; Ms. Delia Saenz, Vice Chair; Dr. Norma Lopez Harris, Secretary; Ms. Alejandra Aldrete; Dr. Tony Zavaleta, and Mr. Edgar Garcia. Also present was Dr. Jesús Roberto Rodríguez, President of Texas Southmost College. Absent was Mr. Edward Camarillo.

SPECIAL MEETING MINUTES

1. Call to Order

The meeting was called to order by Chair Garza at 5:46 p.m. She called role and confirmed a quorum.

2. Pledges of Allegiance

Trustee Zavaleta led the United States Pledge of Allegiance and the Texas Pledge of Allegiance.

3. Public Comment

Chair Garza asked if there were any speakers signed up for public comment. There were no public speakers.

4. Review of Texas Southmost College District Proposed Budget for FY26

Chair Garza called on Mr. Carlos Pecero, Interim Vice President of Finance and Administration, to present the item. Mr. Pecero reviewed the budget and tax rate timelines, budget type comparisons, and projected revenue and expenses.

The item was for information only. No action was taken.

5. Consideration and possible action on the proposed TSC District 2025 Tax Rate and schedule of public hearing

Chair Garza called on Mr. Carlos Pecero, Interim Vice President of Finance and Administration, to present the item. Mr. Pecero reviewed the three proposed property tax rates: voter-approval tax rate, prior year tax rate, and no-new-revenue tax rate. He also reviewed the property tax rate adoption schedule.

Chair Garza made a motion to approve a tax rate of 0.111809 per \$100 of valuation, as presented. Trustee Aldrete seconded the motion. The following board members voted to approve the tax rate: Chair Adela

G. Garza, Vice Chair Delia Saenz, Secretary Dr. Norma Lopez Harris, Trustee Dr. Tony Zavaleta, Trustee Alejandra Aldrete, and Trustee Edgar Garcia. Trustee Edward Camarillo was absent. The motion passed unanimously.

It was noted that the Public Hearing has been scheduled for August 28, 2025, at 5:30 pm.

6. Executive Session

The Board convened in Executive Session at 5:56 p.m.

The Board reconvened in Open Session at 7:36 p.m.

7. Action on Executive Session Matters

a. Consultation with Attorney on Pending or Contemplated Litigation, Section 551.071 Texas Government Code

Trustee Aldrete made a motion that the TSC Board allow TSC Legal Counsel and TSC Board Counsel to negotiate a settlement of legal complaints, as discussed in executive session. Trustee Saenz seconded the motion, which passed unanimously.

b. Consultation with Attorney on Pending Real Estate Issues, Section 551.072 Texas Government Code

No action was taken.

Deliberation on Personnel Matters, Section 551.074 Texas Government Code

No action was taken.

c. Deliberation regarding security devices or security audits; Section 551.089 Texas Government Code

No action was taken.

8. Announcement of Proposed Meeting Dates

- a. Public Hearing and Regular Board Meeting – Thursday, August 28, 2025, 5:30 p.m.**
- b. Regular Board Meeting – Thursday, September 18, 2025, 5:30 p.m.**

9. Adjournment

Trustee Aldrete made a motion to adjourn. Trustee Saenz seconded the motion, which passed unanimously. The meeting was adjourned at 7:38 p.m.

Ms. Adela Garza
Chair, Board of Trustees

Dr. Norma Lopez Harris
Secretary, Board of Trustees

The video recording of the Special Board of Trustees meeting held on August 14, 2025 is available on the TSC.EDU website. These minutes were prepared by Dr. Angela K. McCauley, Chief Institutional Editor and Special Projects. Videotaping of the Board of Trustees' meetings began on April 11, 1996.

Approval of the Texas Southmost College District Budget for Fiscal Year 2025-2026

8



Texas Southmost College District BOARD AGENDA ITEM REQUEST FORM

Division: Finance & Administration	Board Meeting Date: 08/28/2025
--	--

Presenters:

Mr. Carlos Pecero, Interim Vice President of Finance and Administration

Agenda Item:

Consideration and possible action on approval of the Texas Southmost College District Budget for Fiscal Year 2025-2026
--

Rationale/Background:

<p>Section 51.0051, Annual Operating Budgets of the Texas Education Code, provides that "the governing board of each institution shall approve on or before September 1 of each year an itemized budget covering the operation of the institution for the fiscal year beginning on September 1 of each year."</p> <p>The 2025-2026 budget will provide the funding for the college operations as we continue to fulfill the TSC mission of transforming our communities through innovative learning opportunities.</p>
--

Recommended Action:

To approve the Texas Southmost College Fiscal Year 2025-2026 Operating Budget as presented.

Fiscal Implications:

Budgeted Item: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:
This item approves the College budget for Fiscal Year 2025-2026

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

Presentation TSC Proposed Budget_FY26

Budget 2025-2026

Budget presented by:
President and Vice President's



Budget Timeline

DATE	EVENT
April 2025	Identify budget officers and account numbers
April 2025	Setup budget software for M&O entries by budget officers
May 2025	Conduct budget meetings with budget officers for entries of M&O
May 2025	Entries of M&O by budget officers
June 2025	Estimate property tax rate with preliminary values from Cameron Appraisal District
June 2025	Develop preliminary revenue estimates (<i>property taxes, tuition & fees, state appropriations, etc.</i>)
June 2025	Review personnel requests with Vice Presidents (<i>salaries, stipends, & new positions</i>)
July 2025	Review M&O entries by budget officers' with Vice Presidents
July 2025	Compile M&O entries, personnel requests, & preliminary revenue estimates by budget team

Budget Timeline *(cont.)*

DATE	EVENT
July 2025	Establish tax rate approval timeline
July 2025	Present 1st draft of budget to President for feedback
July 2025	Review President's feedback of 1st draft of budget with Vice Presidents
July 2025	Adjustments to 1st draft of budget by Vice Presidents
July 2025	Present 2nd draft of budget to President with Vice Presidents' adjustments
August 2025	Prepare 3rd draft of budget
August 2025	Update property tax rate with certified values from Cameron Appraisal District
August 2025	Review tax rate approval timeline and present 3rd draft of budget to President
August 2025	Present final draft of budget to TSC Board of Trustees for feedback

Tax Rate Timeline

DATE	EVENT
April 17, 2025	Resolution to designate officer to calculate for tax year 2026
July 25, 2025	Deadline for Cameron County chief appraiser to certify rolls to taxing units
August 7, 2025	Calculation of no-new revenue and voter approved tax rates
August 7, 2025	Publish notice of tax rates to TSC website
August 11, 2025	72-hour notice for meeting of TSC Board of Trustees to propose tax rates
August 14, 2025	First FY26 TSC Budget Workshop
August 14, 2025	Meeting of TSC Board of Trustees to vote on proposed tax rates
August 21, 2025	Publish notice of public hearing in TSC website
August 23, 2025	Publish notice of public hearing in newspaper
August 25, 2025	72-hour notice for meeting of TSC Board of Trustees to adopt tax rates
August 28, 2025	Public hearing on the proposed tax rate
August 28, 2025	Meeting of TSC Board of Trustees to approve the FY26 TSC budget and adopt tax rate

Budget Comparison E & G – Revenue

	FY 2025	FY 2026	Variance
<i>Educational and General Fund: Revenue</i>			
Educational and General Fund			
State Appropriation	21,018,334	20,000,000	(1,018,334)
Health/ TRS/ ORP- State- Appropriation	1,107,950	1,757,212	649,262
Advalorem Tax - Maintenance & Operations	19,121,829	20,850,000	1,728,171
Tuition and Fees	9,352,552	9,700,670	348,118
Workforce Training and Continuing Education	2,421,000	2,100,000	(321,000)
UTRGV Lease Revenue	1,779,838	1,679,838	(100,000)
UTRGV Utilities Share	453,295	560,000	106,705
Interest Income	1,120,000	2,607,000	1,487,000
Dual Enrollment	830,000	830,000	-
Child Care	159,320	160,000	680
TOTAL EDUCATIONAL AND GENERAL FUND REVENUES	\$ 57,364,118	\$ 60,244,720	\$ 2,880,602

E & G - Revenue **vs** Expenses

	FY 2025	FY 2026	Variance
<i>Educational and General Fund: Revenue</i>			
Educational and General Fund			
State Appropriation	21,018,334	20,000,000	(1,018,334)
Health/ TRS/ ORP- State- Appropriation	1,107,950	1,757,212	649,262
Advalorem Tax - Maintenance & Operations	19,121,829	20,850,000	1,728,171
Tuition and Fees	9,352,552	9,700,670	348,118
Workforce Training and Continuing Education	2,421,000	2,100,000	(321,000)
UTRGV Lease Revenue	1,779,838	1,679,838	(100,000)
UTRGV Utilities Share	453,295	560,000	106,705
Interest Income	1,120,000	2,607,000	1,487,000
Dual Enrollment	830,000	830,000	-
Child Care	159,320	160,000	680
TOTAL EDUCATIONAL AND GENERAL FUND REVENUES	\$ 57,364,118	\$ 60,244,720	\$ 2,880,602
	FY 2025	FY 2026	Variance
<i>Education & General : Expenses</i>			
General Institutional Support	38,478,357	41,216,624	2,738,267
FLSA Salary Increase Pool	1,003,440	-	(1,003,440)
Information Technology	6,152,286	5,961,952	(190,334)
Finance & Administration	201,030	273,421	72,391
Institutional Advancement/Chief of Staff	8,088,577	8,458,059	369,482
Instruction	860,458	1,739,886	879,428
Student Services	454,744	560,971	106,227
Workforce Training and Continuing Education	932,027	915,732	(16,295)
Bond Payment Transfer	1,193,200	1,118,075	(75,125)
TOTAL EDUCATIONAL AND GENERAL FUND EXPENSES	\$ 57,364,118	\$ 60,244,720	\$ 2,880,602
Balance	\$ -	\$ -	\$ -

Auxiliary – Revenue **vs** Expenses

	FY 2025	FY 2026	Variance
<i>Auxiliary Fund: Revenue</i>			
Auxiliary Fund			
UTRGV REK Contribution	700,000	700,000	-
Parking Permits	95,000	50,000	(45,000)
Student Fees	1,106,500	1,115,179	8,679
Broadband Lease	35,421	35,421	-
Facility Leasing Income	269,400	600,000	330,600
Café	12,000	12,000	-
Other Revenue	201,000	327,484	126,484
TOTAL AUXILIARY FUND REVENUES	\$ 2,419,321	\$ 2,840,084	\$ 420,763
	FY 2025	FY 2026	Variance
<i>Auxiliary Fund : Expenses</i>			
General Institutional Support	817,005	1,150,913	333,908
FLSA Salary Increase Pool	17,586	-	(17,586)
Information Technology	15,240	-	(15,240)
Finance & Administration	46,190	60,166	13,976
Institutional Advancement/Chief of Staff	39,620	71,128	31,508
Student Services	601,680	682,477	80,797
REK Bond Payment Transfer	882,000	875,400	(6,600)
TOTAL AUXILIARY FUND EXPENSES	\$ 2,419,321	\$ 2,840,084	\$ 420,763
Balance	\$ -	\$ -	\$ -

Debt Service - Revenue **vs** Expenses

	FY 2025	FY 2026	Variance
<i>Debt Service Funds: Revenue</i>			
Debt Service Funds			
Ad Valorem Tax - General Obligation and Maintenance Bonds	4,688,850	4,765,263	76,413
Interest Income	30,000	26,600	(3,400)
Bond Payment Transfers In	2,075,200	1,993,475	(81,725)
TOTAL DEBT SERVICE FUNDS REVENUES	\$ 6,794,050	\$ 6,785,338	\$ (8,712)
	FY 2025	FY 2026	Variance
<i>Debt Service Funds: Expenses</i>			
General Obligation Bonds and Maintenance Bonds	5,496,950	5,488,238	(8,712)
Revenue Bond Funds	1,297,100	1,297,100	-
TOTAL DEBT SERVICE FUNDS EXPENSES	\$ 6,794,050	\$ 6,785,338	\$ (8,712)
Balance	\$ -	\$ -	\$ -

Questions?



Adoption of the 2025 TSC District Ad Valorem Tax Rate

9



Texas Southmost College District

BOARD AGENDA ITEM REQUEST FORM

Division: Finance & Administration	Board Meeting Date: 08/28/2025
--	--

Presenters:

Mr. Carlos Pecero, Interim Vice President of Finance and Administration

Agenda Item:

Consideration and possible action on the Adoption of the 2025 TSC District Ad Valorem Tax Rate
--

Rationale/Background:

The Texas Constitution and Property Tax Code embody the concept of truth-in-taxation to require the District to comply with certain steps in adopting its tax rate. The District has taken the necessary steps toward adopting a tax rate for 2025 by calculating and publishing the no-new-revenue and voter-approval tax rates and discussing the tax rate. In that process the District identified its needs for the upcoming fiscal year and has proposed a budget to meet those needs. The taxes necessary to cover those needs require the adoption of the prior year rate. The proposed tax rate of \$0.111809 per \$100 of valuation.

Recommended Action:

To adopt a maintenance and operations tax rate of \$0.091344 and a debt tax rate of \$0.020465 per \$100 of valuation.
--

Fiscal Implications:

Budgeted Item: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:
The proposed tax rate is necessary to cover the budget for the FY26.

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

Proposal of Tax Rate Presentation revised
Resolution - 2025 Tax Rate Adoption

2025 PROPERTY TAX RATE PROPOSAL

Presented By:
Mr. Carlos Pecero
Interim Vice President of Finance and Administration
August 28, 2025



The property tax rate consists of two key items:

- Maintenance & Operations (M&O) Rate helps pay for all day-to-day operations, such as salaries, utilities and other expenses. It also pays for maintenance bond debt.
- Debt Service Rate can only be used to cover the interest and principal on limited tax bonds, which are secured by property tax revenues.

Three different property tax rates for consideration:

- Voter-approval Tax Rate
- Prior Year Rate
- No-new-revenue Tax Rate

2025 Property Tax Rate *(calculations)*

	Voter-approval Tax Rate	Prior Year Rate	No-new-revenue Tax Rate
M&O	0.091344	0.093166	0.088356
Debt	0.020465	0.021951	0.020465
Total	0.111809	0.115117	0.108821
<i>Example - impact on a property valued at \$100k</i>	\$111.81	\$115.12	\$108.82

2025 Property Tax Rate (*PROPOSED*)

	<u>PROPOSED:</u> *Voter-approval Tax Rate 2025	Prior Year Rate 2024	Difference
M&O	0.091344	0.093166	-0.001822
Debt	0.020465	0.021951	-0.001486
Total	0.111809	0.115117	-0.003308
<i>Example - impact on a property valued at \$100k</i>	\$111.81	\$115.12	\$(3.31)

*Note:

FY26 Draft Budget built with the voter approval tax rate.

Property Tax Rate Adoption Schedule

Event	Date
Meeting to Discuss Tax Rate	August 14, 2025
Publish “Notice of Public Hearing on Tax Increase” (TSC Website)	August 21, 2025
Publish “Notice of Public Hearing on Tax Increase” (Local Newspaper)	August 23, 2025
Public Hearing	August 28, 2025
Adoption of TSC Budget & Adoption of Tax Rate	August 28, 2025

QUESTIONS?



THE STATE OF TEXAS §

COUNTY OF CAMERON §

TEXAS SOUTHMOST COLLEGE DISTRICT

RESOLUTION

WHEREAS, the certified tax rolls for the Year 2025 have been received for the Texas Southmost College District; and

WHEREAS, it is necessary to set a tax rate for the Year beginning January 1, 2025:

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Texas Southmost College District that there will be levied for the Year 2025, on all property owned within the limits of the Texas Southmost College District, as of the first day of January 2025, except so much thereof as may be exempt by the Constitution of the United States and the laws of this State, the following tax:

An ad valorem tax assessment for the tax year beginning on January 1, 2025 at \$0.091344 per \$100 valuation at an assessment rate of 100% for **maintenance and operation** of the Texas Southmost College District.

An ad valorem tax assessment for the tax year beginning on January 1, 2025, at **\$0.014084** per \$100 valuation for the 2014 A Limited Tax Bonds, **\$0.002723** per \$100 valuation for the 2015 Limited Tax Refinance Bonds, and **\$0.003658** per \$100 valuation for the 2017 Limited Tax Bonds.

ADOPTED this 28TH DAY of AUGUST 2025.

Adela G. Garza
Chair, Board of Trustees

Dr. Norma Lopez-Harris
Secretary, Board of Trustees

Budget Amendment 25-004 in the amount of \$10,000,000

10



Texas Southmost College District BOARD AGENDA ITEM REQUEST FORM

Division: Finance & Administration	Board Meeting Date: 08/28/2025
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Presenters:

Mr. Carlos Pecero, Interim Vice President of Finance and Administration

Agenda Item:

Consideration and possible action on approval of Budget Amendment 25-004 in the amount of \$10,000,000
--

Rationale/Background:

<p>This budget amendment being proposed will fund one-time expenses, capital projects, and institutional partnerships for Texas Southmost College.</p> <p>This request will be sourced from our unspent reserves and will increase the General Fund revenue in the amount of \$10,000,000. The additional funds will be utilized for the remainder of the academic year and rolled over in subsequent fiscal years, until utilized, as follows:</p> <p>One-time expenses and Capital Projects - \$7,500,000 Institutional partnerships - \$2,500,000</p>
--

Recommended Action:

To approve Budget Amendment 25-004 for Fiscal Year 2025 as presented.

Fiscal Implications:

Budgeted Item: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:
Budget Amendment will increase the operating budget for FY25 by \$10,000,000 from the recognition of unspent reserves.

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

Budget Amendment

TEXAS SOUTHMOST COLLEGE
BUDGET AMENDMENT REQUEST
2024-2025

Date: August 28, 2025

Item No.	Account Number					Account Title		Amendment Amount
Revenue								
1.						Unrestricted Funds		\$ 10,000,000
								\$ 10,000,000

Expenses								
1.						Capital Improvements and One-Time Expenses		\$ 7,500,000
2.						Institutional Partnerships		\$ 2,500,000
3.								\$
								\$ 10,000,000

Vice President of Finance and Administration

TSC President

This amendment has been accepted _____, rejected _____, by the Texas Southmost College Board of Trustees
on _____.

Dr. Norma Lopez-Harris
Secretary

Finance Committee

11

Memorandum of Understanding between Texas Southmost College and the Texas Southmost College Foundation

11a



Texas Southmost College District

BOARD AGENDA ITEM REQUEST FORM

Division: Institutional Advancement	Board Meeting Date: 08/28/2025
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Presenters:

Dr. Stella Garcia, Vice President of Institutional Advancement/Chief of Staff

Agenda Item:

Consideration and possible action to approve a Memorandum of Understanding (MOU) between Texas Southmost College and the Texas Southmost College Foundation

Rationale/Background:

<p>On February 20, 2020, Texas Southmost College (TSC) and the Texas Southmost College Foundation (Foundation) signed a five-year Memorandum of Understanding that expires on August 31, 2025. The MOU detailed the mutual promises between the two organizations, including that the Foundation would continue its program of benefactions to the TSC and TSC would provide the Foundation, at the discretion of the President of the College, at no cost to the Foundation or at a cost mutually agreed upon, use of TSC equipment and suitable office and meeting space, including utilities, maintenance and repairs, property insurance and other physical facility support services. The attached MOU contains similar language.</p> <p>The MOU will be presented to the TSC Foundation Board of Directors on August 27, 2025.</p> <p>The MOU has been reviewed by both college and board legal counsel.</p>
--

Recommended Action:

Motion to approve the MOU between TSC and the TSC Foundation, as presented.

Fiscal Implications:

Budgeted Item: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:

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

Memorandum of Understanding (MOU) between Texas Southmost College and the Texas Southmost College Foundation

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is an agreement entered into by and between Texas Southmost College (the "College") and Texas Southmost College Foundation, Inc. (the "Foundation"), a Texas Non-Profit Corporation.

WHEREAS, the College is an institution of higher education as defined by Section 61.003 of the Texas Education Code;

WHEREAS, the Foundation is a Texas Non-Profit Corporation organized as a separate corporate entity to be operated exclusively for charitable and educational purposes in providing support of the activities and facilities of the College;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the College and Foundation hereby agree as follows:

1. Foundation agrees to continue its program of benefactions to the College, to provide assistance to the College of the general nature of the assistance that the Foundation has rendered in the past, and to render such other assistance to the College in the future as is mutually agreed to be desirable. Foundation will continue to recognize the College as the sole beneficiary of the Foundation's development policy and its education support in the form of, but not limited to, scholarships for College students and financial support of special projects of the College.
2. Foundation agrees to continue to assist the College by soliciting, receiving and administering gifts, grants, bequests and other assets from the private sector for the benefit of the College, and the College and Foundation acknowledge that the financial and in-kind support provided to College by Foundation shall constitute fair, adequate and reasonable consideration for any services and support provided to Foundation by College.
3. College agrees to provide Foundation at the discretion of the President of the College, at no cost to Foundation or at a cost mutually agreed upon by the College and Foundation, use of College equipment and suitable office and meeting space, including utilities, maintenance and repairs, property insurance and other physical facility support services.
4. College agrees to provide Foundation at the discretion of the President of the College, at no cost to Foundation or at a cost mutually agreed upon by College and Foundation, certain services, which may include, but not be limited to, public relations, marketing publications, and professional and clerical support to coordinate the activities of the Foundation with the educational operations of the College, all to achieve the express purpose of encouraging a program of benefactions to the College.

5. Foundation and College agree that Foundation, as an independent entity, in the performance of this Agreement and other activities to be undertaken by Foundation, shall act in an independent, separate legal capacity and not as an agent of the College. Within the limits and restrictions of the Texas Tort Claims Act, each party agrees to be responsible for its own negligent acts or omissions which may occur during the performance of this agreement and which results in claims by individuals or entities not parties to this agreement.
6. The Foundation agrees to indemnify and hold harmless the Texas Southmost College District, its Board of Trustees, the College and its officers, employees and agents from any claims, loss, damage, liability, injury or expense, arising from the negligence of the Foundation. To the extent permitted under the law of the State of Texas and without waiving sovereign immunity, the College agrees to hold the Foundation harmless and indemnify its Board of Directors from any claim, loss, damage, liability, injury or expenses arising from the negligence of the College
7. Texas Southmost College will be the custodian of all of the TSC Foundation, Inc. records. These records will be held confidential with access only by the Office of Institutional Advancement and the President's Office. The Office of Institutional Advancement and the President's Office will decide on the disposal of all said records.
8. This Agreement shall be for a term starting on the effective date indicated below, and continuing through **August 31, 2030**. If the Memorandum of Understanding is not terminated by this date, it will automatically renew or may be extended or renewed by mutual agreement of the parties.
9. This Agreement may be terminated by either the College or Foundation by giving 60 days advance written notice of termination to the other party.
10. This Agreement may be amended only by written amendment approved and executed by representatives of College and Foundation authorized by the respective governing bodies of College and Foundation.

DATED AND EFFECTIVE this 28th day of August, 2025.

TEXAS SOUTHMOST COLLEGE DISTRICT

BY: _____
Adela G. Garza, Chairwoman
Board of Trustees

ATTEST:

Dr. Norma Lopez Harris,
Secretary Board of Trustees

TEXAS SOUTHMOST COLLEGE FOUNDATION, INC.

BY: _____
Roy De los Santos, Chair
Board of Directors

ATTEST:

I hereby certify the above to be true and correct as adopted by the Board of Directors of the Texas Southmost College Foundation, Inc. in a meeting on the 27th day of August, 2025.

Norma Hinojosa, Secretary
Board of Directors

Monthly Financial Statement Report for the Month Ended June 30, 2025

11b



Texas Southmost College District BOARD AGENDA ITEM REQUEST FORM

Division: Finance & Administration	Board Meeting Date: 08/28/2025
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Presenters:

Mr. Carlos Pecero, Interim Vice President of Finance and Administration

Agenda Item:

Monthly Financial Statement Report for the month ended June 30, 2025
--

Rationale/Background:

<p>The Monthly Financial Statements Report for Texas Southmost College is hereby submitted. The purpose of this report is to inform the Board on the financial conditions and performance of TSC on a monthly basis.</p> <p>The preparation of monthly financial statements for Texas Southmost College is essential to ensure effective financial management, timely decision-making, and operational transparency.</p>
--

Recommended Action:

No Action is Required

Fiscal Implications:

Budgeted Item: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:

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

Presentation - Monthly Financials Report - June 2025

MONTHLY FINANCIAL STATEMENT REPORT

Presented By:

Mr. Carlos Pecero

Interim Vice President of Finance & Administration

August 28, 2025



Texas Southmost College
 Budget vs Actual Report
 For the month ended 06/30/2025

<u>EDUCATIONAL & GENERAL FUND</u>	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
REVENUES						
State Appropriation	\$ 21,018,334	\$ -	\$ -	\$ 14,382,549	\$ -	\$ (6,635,785)
Health / TRS / ORP- State Contributions	1,107,950	160,526	144,332	1,457,303	-	349,353
Ad Valorem Tax - Maintenance & Operations	19,121,829	273,236	327,259	19,728,838	-	607,009
Tuition and Fees	9,352,552	1,421,283	11,248	10,409,851	-	1,057,299
Workforce Training and Continuing Education	2,421,000	194,776	324,300	1,736,174	-	(684,826)
UTRGV Lease Revenue	1,779,838	279,854	139,927	1,779,756	-	(83)
UTRGV Utilities Share	453,295	45,823	51,669	480,226	-	26,931
Interest Income	1,120,000	143,573	465,444	3,040,445	-	1,920,445
Child Care	159,320	13,126	14,426	110,737	-	(48,583)
Other Income	-	3,163	10,509	159,327	-	159,327
Dual Enrollment	830,000	42,026	27,489	289,299	-	\$ (540,701)
Revenues - Subtotal	\$ 57,364,118	\$ 2,577,385	\$ 1,516,603	\$ 53,574,504	\$ -	\$ (3,789,614)
BUDGET AMENDMENTS						
BA 25-001 PO Rollovers & Projects	\$ 8,007,102	-	-	8,007,102	-	\$ -
BA 25-002 Excess Revenue	259,262	-	-	259,262	-	-
BA 25-003 Excess Revenue	2,000,000	-	2,000,000	2,000,000	-	-
Budget Amendments - Subtotal	\$ 10,266,364	\$ -	\$ 2,000,000	\$ 10,266,364	\$ -	\$ -
REVENUES	\$ 67,630,483	\$ 2,577,385	\$ 3,516,603	\$ 63,840,868	\$ -	\$ (3,789,614)

<u>EDUCATIONAL & GENERAL FUND</u>	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
EXPENSES						
SALARY & WAGES						
Adjunct & Overload Pay- Faculty	\$ 2,443,683	\$ 365,594	\$ 59,866	\$ 2,273,331	\$ -	\$ 170,352
Admin Salary Ft	6,129,696	358,965	358,195	3,689,325	-	2,440,370
Admin/Staff Stipend	80,100	10,850	10,850	60,775	-	19,325
Dual Enrollment Salary	574,300	244,100	2,400	420,800	-	153,500
Employee Allowance	84,120	5,945	5,875	61,165	-	22,955
Faculty Ft - Perm	6,982,540	513,862	538,039	5,113,795	-	1,868,745
Faculty FT - WTCE	822,063	68,746	72,393	668,436	-	153,626
Faculty Stipends	447,218	41,406	42,951	413,020	-	34,198
Staff Ft Pay	8,445,834	653,037	644,845	6,195,263	-	2,250,571
Staff Pt Pay	14,534	-	-	-	-	14,534
Student Worker	325,868	26,115	14,089	227,937	-	97,931
Overtime Pool	122,296	-	-	-	-	122,296
Salary & Wages -Subtotal	\$ 26,472,251	\$ 2,288,620	\$ 1,749,503	\$ 19,123,848	\$ -	\$ 7,348,403
BENEFITS						
Staff Benefits Budget Pool	\$ 7,291,497	\$ -	\$ -	\$ -	\$ -	\$ 7,291,497
Fica Taxes	-	140,777	106,510	1,169,856	-	(1,169,856)
Ft Cd Med Ins	-	225,395	227,149	2,209,917	-	(2,209,917)
Medicare Taxes	-	33,188	25,315	278,043	-	(278,043)
Optional Retirement Plan	-	19,015	17,720	179,673	-	(179,673)
Teachers Retirement System	-	150,487	118,943	1,252,437	-	(1,252,437)
State Unemployment Expense	-	-	-	20,918	-	(20,918)
Benefits - Subtotal	\$ 7,291,497	\$ 568,861	\$ 495,638	\$ 5,110,843	\$ -	\$ 2,180,654

<u>EDUCATIONAL & GENERAL FUND</u>	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
M&O						
Advertising	\$ 355	\$ -	\$ -	\$ -	\$ -	\$ 355
Annual Commitments	4,931,839	-	-	-	-	4,931,839
Books & Periodicals	1,465	129	-	406	41	1,018
Certification / License Fees	68,016	736	7,955	53,975	4,580	9,462
Commencement	60,000	7,746	8,683	51,991	3,386	4,623
Conference & Registration Fees	29,309	109	1,715	5,829	16,000	7,480
Consultant Svcs	10,200	-	-	2,700	-	7,500
Contractual Svcs & Contract La	7,744,025	390,651	404,141	4,907,191	1,472,221	1,364,613
Credit Card Processing Fee	4,219	383	413	4,210	-	8.89
Desktop Computer	335,907	-	-	334,357	-	1,550
Electricity	2,535,000	155,895	170,694	1,795,289	-	739,711
Employee Tuition Program	40,000	15,021	897	40,000	-	-
Equipment Rental & Leases	10,038	378	378	8,376	757	905
Facilities & Maint. Supplies	229,100	18,050	4,655	196,436	22,503	10,161
Fees and Other Charges	150,034	65	71	149,788	300	(53)
Financial Services & Fees	2,257	-	1,210	1,966	-	290
Food, Groceries, & Meal	109,286	8,109	10,574	72,855	10,904	25,528
Freight/Ship & Handling	33,191	3,179	1,153	14,278	4,068	14,845
Fuel-Equipment	15,000	981	1,074	7,951	2,015	5,034
Fuel-Vehicle	17,484	1,217	1,536	9,829	1,334	6,321
Furn, Mach, & Equip > \$5,000	44,124	13,785	9,350	43,526	-	598
Furn. Mach. & Equip < \$1,000	46,847	800	-	2,310	27,235	17,302
Furn.Mach. & Equip \$1K-\$5K	46,740	1,815	1,249	3,064	43,426	250
Hazardous Waste Mgmt	1,700	0	0	1,407	-	293
HVAC	967,479	137	5,581	940,184	-	27,295
Instructional Supplies	670,335	39,125	38,617	323,067	49,254	298,015
Laptop	327,646	-	-	327,646	-	-
Maintenance & Operations Pool	131,638	-	-	-	-	131,638
Maintenance Svcs & Repairs	39,165	14,860	2,234	36,222	525	2,418

<u>EDUCATIONAL & GENERAL FUND</u>	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
MARKET & COMMUNITY RELATION	125,054	15,633	3,367	82,620	40,880	1,554
Membership/Fees	80,748	20,082	5,661	68,547	144	12,057
Mileage/Transportation	76,782	3,578	11,138	46,896	22,984	6,901
Monitor	30,293	-	-	30,293	-	-
Natural Gas	56,500	6,376	3,383	31,130	424	24,947
Office Supplies	50,191	4,302	2,033	24,715	767	24,709
Other Supplies	199,262	15,404	3,287	104,865	22,964	71,433
Postage	21,366	143	0	11,313	8,041	2,012
Printing & Duplicating	12,697	63	622	3,691	75	8,932
Professional Svcs & Contract	39,965	276	-	36,155	3,580	230
Promotional Activites & Items	136,315	3,431	3,280	104,287	15,810	16,218
PUB - City Fees	43,050	4,331	4,331	41,767	-	1,283
Security -General	1,856,179	94,563	96,407	975,175	879,148	1,856
SECURITY OFFICERS - PD	332,800	24,860	23,680	235,220	-	97,580
Signage	11,050	227	(0)	242	10,725	83
Software License Fees	3,443,604	473,633	311,005	2,448,289	135,867	859,447
Sponsorship Expense	11,000	-	-	9,750	-	1,250
Subscriptions	261,382	190	16,213	218,575	8,700	34,106
Technical Support	30,025	-	-	68	29,525	432
Telecomm & Peri Eqpt > \$5K	56,275	-	-	-	5,024	51,251
Telecommunication Supplies	13,470	-	-	1,829	-	11,641
Telecommunication Svcs	426,868	29,835	7,712	342,010	54,920	29,939
Testing Software & Supplies	90,735	2,015	-	86,048	-	4,687
Toner	7,755	-	973	6,525	-	1,230
Uniform	17,751	2,199	1,632	16,198	1,099	454
Vehicle Operating Expense	13,373	2,611	1,022	11,102	1,308	963
Warranty Expense	31,302	-	-	6,391	24,493	417
Water & Sewer	504,000	25,787	34,920	349,653	-	154,347
M&O - Subtotal	\$ 26,582,187	\$ 1,402,711	\$ 1,202,846	\$ 14,628,203	\$ 2,925,025	\$ 9,028,959

<u>EDUCATIONAL & GENERAL FUND</u>	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
TRAVEL						
Conference & Reg Fees (Travel)	\$ 109,831	\$ 4,177	\$ 10,035	\$ 53,296	\$ -	\$ 56,535
Student Travel	75,783	-	-	75,783	-	0
Staff Development	85,354	4,834	8,671	55,088	1,419	28,847
Travel Expenses	192,828	10,801	7,347	87,055	15,420	90,354
Travel - Subtotal	\$ 463,796	\$ 19,812	\$ 26,053	\$ 271,222	\$ 16,838	\$ 175,736
GENERAL INSTITUTIONAL						
Audit Fees	\$ 32,900	\$ -	\$ -	\$ 32,900	\$ -	\$ -
Catalogs, Publications & News	26,652	1,288	-	17,490	7,798	1,364
Commencement	12,000	-	-	-	-	12,000
CONTRACTUAL SVCS & CONTRACT LA	8,000	179	21	5,735	1,201	1,065
Consultant Svcs	106,125	8,500	11,500	74,025	31,500	600
Credit Card Processing Fee	41,252	-	3,851	37,208	-	4,045
Elections	3,000	-	-	-	-	3,000
Equipment Rental & Leases	75,000	5,621	3,638	52,886	9,114	13,000
Telecomm & Peri Eqpt > \$5K	90,928	-	89,950	89,950	-	979
Institutional Membership/Dues	89,035	9,704	4,168	82,894	1,246	4,895
Insurance	1,937,928	-	5,144	1,886,622	-	51,306
Legal	227,650	-	17,743	162,509	46,271	18,870
Market & Community Relations	386,562	69,930	29,641	333,634	52,141	787
Membership/Fees	3,304	-	445	2,245	-	1,059
Postage	3,000	13	0	372	1,628	1,000
Printing & Duplicating	24,000	(0)	(1,518)	4,880	17,105	2,015
Property Tax Expense	363,059	87,463	-	363,059	-	-
Special Projects	1,720,134	-	-	-	-	1,720,134
Travel Expenses	163,351	-	-	-	-	163,351
General Institutional-Subtotal	\$ 5,313,880	\$ 182,696	\$ 164,583	\$ 3,146,407	\$ 168,004	\$ 1,999,469

<u>EDUCATIONAL & GENERAL FUND</u>	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
OTHER						
SCHOLARSHIPS						
Scholarship Expense	\$ 313,671	\$ 57,650	\$ 18,751	\$ 313,671	\$ -	\$ -
Other - Subtotal	\$ 313,671	\$ 57,650	\$ 18,751	\$ 313,671	\$ -	\$ -
TRANSFERS OUT						
Transfer To Debt Service	\$ 1,193,200	\$ 298,300	\$ -	\$ 1,193,200	\$ -	\$ -
Transfers Out - Subtotal	\$ 1,193,200	\$ 298,300	\$ -	\$ 1,193,200	\$ -	\$ -
EXPENSES TOTAL	<u>\$ 67,630,483</u>	<u>\$ 4,818,651</u>	<u>\$ 3,657,373</u>	<u>\$ 43,787,395</u>	<u>\$ 3,109,867</u>	<u>\$ 20,733,221</u>
Total Net Revenue over Expenses	<u>\$ -</u>	<u>\$ (2,241,265)</u>	<u>\$ (140,769)</u>	<u>\$ 20,053,473</u>	<u>\$ (3,109,867)</u>	<u>\$ 16,943,607</u>

EDUCATIONAL & GENERAL FUND

Budget

May

June

YTD

Encumbrance

Variance

Texas Southmost College
Status of Budget Amendments
For the month ended 06/30/2025

EDUCATIONAL & GENERAL FUND

Budget

May

May

YTD

Encumbrance

Variance

BUDGET AMENDMENTS

BA 25-001 PO Rollovers & Projects	\$ 8,007,102	\$ -	\$ -	\$ 4,370,987	\$ 3,636,115	\$ -
BA 25-002 Excess Revenue	259,262	-	-	-	259,262	-
BA 25-003 Excess Revenue	<u>2,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,000,000</u>	<u>-</u>
 Budget Amendments - Subtotal	 \$ <u>10,266,364</u>	 \$ <u>-</u>	 \$ <u>-</u>	 \$ <u>4,370,987</u>	 \$ <u>5,895,377</u>	 \$ <u>-</u>

Texas Southmost College
Budget vs Actual Report
For the month ended 06/30/2025

<u>AUXILIARY FUND</u>	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
REVENUES						
Student Fees	\$ 1,106,500	\$ 172,258	\$ 6,111	\$ 972,906	\$ -	\$ (133,594)
UTRGV REK Contribution	700,000	-	-	-	-	(700,000)
Parking Permits	95,000	1,208	2,480	40,640	-	(54,360)
Broadband Lease	35,421	2,964	3,025	29,485	-	(5,936)
Facility Leasing income	269,400	57,350	92,486	612,162	-	342,762
Café	12,000	-	1,061	7,583	-	(4,417)
Other Revenue	201,000	10,401	62,166	309,948	-	108,948
Revenues - Subtotal	<u>\$ 2,419,321</u>	<u>\$ 244,180</u>	<u>\$ 167,329</u>	<u>\$ 1,972,724</u>	<u>\$ -</u>	<u>\$ (446,597)</u>
REVENUES & TRANSFERS IN	<u>\$ 2,419,321</u>	<u>\$ 244,180</u>	<u>\$ 167,329</u>	<u>\$ 1,972,724</u>	<u>\$ -</u>	<u>\$ (446,597)</u>

AUXILIARY FUND

	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
SALARY & WAGES						
Admin Salary Ft	\$ 71,115	\$ 4,494	\$ 4,494	\$ 44,941	\$ -	\$ 26,174
Employee Allowance	1,680	140	140	1,383	-	298
Staff Ft Pay	298,076	22,692	22,769	233,506	-	64,570
Staff PT Pay	16,667	-	-	-	-	16,667
Faculty Ft - Perm	65,343	8,443	11,441	63,446	-	1,897
Faculty Stipends	4,565	380	380	3,804	-	761
Student Worker	192,957	18,152	15,491	175,153	-	17,804
Salary & Wages - Subtotal	\$ 650,403	\$ 54,302	\$ 54,715	\$ 522,233	\$ -	\$ 128,170
BENEFITS						
Staff Benefits Budget Pool	\$ 157,982	\$ -	\$ -	\$ -	\$ -	\$ 157,982
Fica Taxes	-	3,369	3,395	32,389	-	(32,389)
Ft Cd Med Ins	-	6,245	6,254	61,029	-	(61,029)
Medicare Taxes	-	788	794	7,575	-	(7,575)
Teachers Retirement System	-	2,971	3,224	28,277	-	(28,277)
Benefits - Subtotal	\$ 157,982	\$ 13,373	\$ 13,667	\$ 129,270	\$ -	\$ 28,712

<u>AUXILIARY FUND</u>	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
M&O						
Annual Commitments	\$ 70,149	-	-	\$ -	\$ -	\$ 70,149
Catalogs, Publications & News	200	-	-	-	-	200
Certification / License Fees	100	-	-	100	-	-
Cleaning Supplies	100	-	-	-	-	100
Contractual Svcs & Contract Labor	240,130	27,884	9,589	174,234	62,467	3,429
Credit Card Processing Fee	3,218	255	228	2,154	-	1,064
Electricity	192,000	12,636	13,197	96,850	-	95,150
Equipment Rental & Leases	2,740	108	108	434	886	1,420
Financial Services & Fees	167	-	-	167	-	-
Food, Groceries, & Meal	4,450	684	115	3,160	39	1,251
Freight/Ship & Handling	3,045	12	551	821	1,461	762
Fuel-Vehicle	50	16	7	35	-	15

<u>AUXILIARY FUND</u>	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
Insurance	18,333	-	18,333	18,333	-	-
MARKET & COMMUNITY RELATION	2,775	-	407	407	2,368	-
Maintenance & Operations Pool	12,431	-	-	-	-	12,431
Membership/ Fees	5,985	-	95	5,985	-	-
Mileage/Transportation	4,566	88	645	1,199	1,756	1,611
Office Supplies	1,593	-	84	702	337	555
Other Supplies	41,499	1,086	9,998	35,926	2,228	3,346
PPE	100	24	-	24	-	76
Printing & Duplicating	200	-	-	-	-	200
Promotional Activites & Items	4,936	-	-	108	600	4,228
PUB - City Fees	240	20	20	200	-	40
Signage	285	-	-	285	-	-
Software License Fees	17,289	1,046	-	15,479	20	1,791
Toner	88	-	88	88	-	-
Uniform	23,641	-	-	-	23,641	-
Water & Sewer	36,000	5,515	2,252	23,108	-	12,892
M&O - Subtotal	\$ 686,311	\$ 49,374	\$ 55,719	\$ 379,796	\$ 95,803	\$ 210,711

AUXILIARY FUND

	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
TRAVEL						
Conference & Reg Fees (Travel)	\$ 1,000	\$ -	\$ -	\$ 450	\$ -	\$ 550
Travel Expenses	15,000	833	(750)	6,566	-	8,434
Student Travel	26,625	1,142	0	17,579	-	9,046
Travel - Subtotal	\$ 42,625	\$ 1,974	\$ (750)	\$ 24,595	\$ -	\$ 18,030
Subtotal - Expenses	\$ 1,537,321	\$ 119,024	\$ 123,352	\$ 1,055,894	\$ 95,803	\$ 385,623
TRANSFERS OUT						
Transfer To Debt Service	\$ 882,000	\$ 220,500	\$ -	\$ 882,000	\$ -	\$ -
Transfers - Subtotal	\$ 882,000	\$ 220,500	\$ -	\$ 882,000	\$ -	\$ -
EXPENSES & TRANSFERS OUT	\$ 2,419,321	\$ 339,524	\$ 123,352	\$ 1,937,894	\$ 95,803	\$ 385,623
Total Net Revenue over Expenses	\$ -	\$ (95,344)	\$ 43,977	\$ 34,829	\$ (95,803)	\$ (60,975)

Texas Southmost College
Budget vs Actual Report
For the month ended 06/30/2025

<u>General Obligation & Revenue Bond Funds</u>	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
REVENUES						
<i>General Obligation Bonds & Tax Notes</i>						
Ad Valorem Tax-General Obligation & Maintenance Bonds	\$ 4,370,314	\$ 97,827	\$ 39,947	\$ 4,615,065	\$ -	\$ 244,751
Prior Year Collections	318,536	12,094	7,129	75,583	-	(242,953)
Investment Income	30,000	19,456	19,739	266,825	-	236,825
General Obligation Bonds & Tax Notes - Subtotal	<u>\$ 4,718,850</u>	<u>\$ 129,377</u>	<u>\$ 66,816</u>	<u>\$ 4,957,473</u>	<u>\$ -</u>	<u>\$ 238,623</u>
Revenues - Total	<u>\$ 4,718,850</u>	<u>\$ 129,377</u>	<u>\$ 66,816</u>	<u>\$ 4,957,473</u>	<u>\$ -</u>	<u>\$ 238,623</u>
Transfer from General Fund	\$ 1,193,200	\$ 298,300	\$ -	\$ 1,193,200	\$ -	\$ -
Transfer from Auxiliary	882,000	220,500	-	882,000	-	-
Bond Refunding - Transfer In Total	<u>\$ 2,075,200</u>	<u>\$ 518,800</u>	<u>\$ -</u>	<u>\$ 2,075,200</u>	<u>\$ -</u>	<u>\$ -</u>
REVENUES & TRANSFERS IN	<u>\$ 6,794,050</u>	<u>\$ 648,177</u>	<u>\$ 66,816</u>	<u>\$ 7,032,673</u>	<u>\$ -</u>	<u>\$ 238,623</u>

General Obligation & Revenue Bond Funds

	<u>Budget</u>	<u>May</u>	<u>June</u>	<u>YTD</u>	<u>Encumbrance</u>	<u>Variance</u>
EXPENSE						
<i>General Obligation Bonds & Tax Notes</i>						
Debt Service - Principal	\$ 4,835,000	\$ -	\$ -	\$ 4,835,000	\$ -	\$ -
Debt Service - Interest	634,250	-	-	370,950	-	263,300
Fiscal Agent Fees	27,700	-	-	7,210	-	20,490
General Obligation Bonds & Tax Notes - Subtotal	<u>\$ 5,496,950</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,213,160</u>	<u>\$ -</u>	<u>\$ 283,790</u>
<i>Revenue Bonds</i>						
Debt Service - Principal	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Debt Service - Interest	281,000	-	-	140,500	-	140,500
Fiscal Agent Fees	16,100	-	-	2,800	-	13,300
Revenue Bonds - Subtotal	<u>\$ 1,297,100</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 143,300</u>	<u>\$ -</u>	<u>\$ 1,153,800</u>
EXPENSES TOTAL	<u>\$ 6,794,050</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,356,460</u>	<u>\$ -</u>	<u>\$ 1,437,590</u>
Total Net Revenue over Expenses	<u>\$ -</u>	<u>\$ 648,177</u>	<u>\$ 66,816</u>	<u>1,676,213</u>	<u>\$ -</u>	<u>\$ 1,676,213</u>

Third Quarter Investment Report for Fiscal Year 2025

11c



Texas Southmost College District BOARD AGENDA ITEM REQUEST FORM

Division: Finance & Administration	Board Meeting Date: 08/28/2025
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Presenters:

Mr. Carlos Pecero, Interim Vice President of Finance and Administration

Agenda Item:

Third Quarter Investment Report for Fiscal Year 2025
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Rationale/Background:

The Public Funds Investment Act requires the presentation of quarterly investment reports to the governing body. This report covers the period from February to May 2025.

Recommended Action:

No Action Required

Fiscal Implications:

Budgeted Item: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:

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

Presentation - FY25 Third Quarter Investment Report

THIRD QUARTER INVESTMENT REPORT FOR FISCAL YEAR 2025

Presented By:

Mr. Carlos Pecero

Interim Vice President of Finance and Administration

August 28, 2025



Investment Report Summary

FUNDS	Book/Market Value 1st Qtr	Book/Market Value 2nd Qtr	Book/Market Value 3rd Qtr	Book/Market Value 4th Qtr
Current Funds	\$ 94,607,848	\$ 94,574,160	\$ 84,538,350	
Loan Funds	143,566	144,331	145,098	
Endowment & Similar Funds	3,651,337	3,689,413	3,674,793	
Plant Funds	14,455,474	14,147,917	15,366,182	
Agency Funds	23,126	22,550	26,479	
TOTAL	\$ 112,881,353	\$ 112,578,371	\$ 103,750,902	\$ -

Total Interest Earned	\$ 962,510	\$ 1,130,727	\$ 1,115,022	
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**INVESTMENT REPORT
FOR QUARTER ENDED
May 31, 2025**

Investment Report Detail

CURRENT FUNDS

UNRESTRICTED (GENERAL)

	Book Value 2/28/2025	Market Value 2/28/2025	Book Value 5/31/2025	Market Value 5/31/2025	Avg. Yield	Maturity	Interest Earned
Money Market & CD Accounts							
General Fund (LSNB)	\$ 18,214,381	\$ 18,214,381	\$ 11,665,810	\$ 11,665,810	2.50%	N/A	\$ 86,980
Payroll Fund (LSNB)	43,969	43,969	56,969	56,969	2.50%	N/A	2,399
East West Bank CD-007	4,575,698	4,575,698	4,623,693	4,623,693	4.23%	1/29/2026	47,995
East West Bank CD-009	11,164,308	11,164,308	11,287,099	11,287,099	4.44%	12/2/2025	122,791
East West Bank CD-013	4,472,027	4,472,027	4,519,354	4,519,354	4.10%	3/16/2026	47,327
East West Bank CD-018	3,198,676	3,198,676	3,222,714	3,222,714	4.49%	6/2/2025	24,037
East West Bank CD-021	1,051,331	1,051,331	1,065,147	1,065,147	5.18%	6/20/2025	13,816
Veritex Community Bank CD-	3,883,917	3,883,917	3,924,592	3,924,592	4.37%	9/9/2025	40,674
Lone Star National Bank CD-	4,238,369	4,238,369	4,286,965	4,286,965	4.00%	9/1/2025	48,596
Lone Star National Bank CD-	2,106,982	2,106,982	2,128,958	2,128,958	4.30%	9/5/2025	21,976
Lone Star National Bank CD-	4,198,524	4,198,524	-	-	4.95%	3/12/2025	50,313
Lone Star National Bank CD-	9,433,584	9,433,584	9,543,375	9,543,375	4.80%	6/12/2025	109,791



Lone Star National Bank CD-	3,611,387	3,611,387	3,648,609	3,648,609	4.25%	9/20/2025	37,222
Lone Star National Bank CD-	3,598,478	3,598,478	3,631,308	3,631,308	3.75%	3/19/2026	32,830
Bank OZK	2,155,310	2,155,310	2,179,011	2,179,011	4.22%	9/19/2025	23,701
Bank OZK	6,277,661	6,277,661	6,342,716	6,342,716	4.00%	3/21/2026	65,054
Southside Bank CD	3,077,200	3,077,200	3,115,897	3,115,897	5.20%	6/17/2025	38,697
							<u>\$ 814,199</u>

AUXILIARY ENTERPRISES

	Book Value	Market Value	Book Value	Market Value	Avg.		Interest
Money Market Accounts	2/28/2025	2/28/2025	5/31/2025	5/31/2025	Yield	Maturity	Earned
Auxiliary Fund (LSNB)	\$ 3,087,217	\$ 3,087,217	\$ 3,060,872	\$ 3,060,872	2.50%	N/A	\$ 17,173
Lone Star National Bank CD-	2,018,652	2,018,652	2,037,273	2,037,273	3.75%	8/29/2026	18,621
Lone Star National Bank CD-	4,045,575	4,045,575	4,090,656	4,090,656	4.00%	9/7/2025	45,081
							\$ 80,875

RESTRICTED

	Book Value	Market Value	Book Value	Market Value	Avg.		Interest
Money Market & LOGIC Accounts	2/28/2025	2/28/2025	5/31/2025	5/31/2025	Yield	Maturity	Earned
Institutional Scholarships - LOGIC	\$ 105,182	\$ 105,182	\$ 106,365	\$ 106,365	4.45%	N/A	\$ 1,183
Restricted Legal (LSNB)	962	962	967	967	2.50%	N/A	5
Federal Restricted Fund / Non-Interest (LSNB)	14,768	14,768	-	-	0.00%	N/A	-
							<u>\$ 1,188</u>

LOAN FUNDS

	Book Value 2/28/2025	Market Value 2/28/2025	Book Value 5/31/2025	Market Value 5/31/2025	Avg. Yield	Maturity	Interest Earned
Money Market Accounts							
TSC Loan Fund (LSNB)	\$ 144,331	\$ 144,331	\$ 145,098	\$ 145,098	2.50%	N/A	\$ 767
							\$ 767

ENDOWMENT & SIMILAR FUNDS

Money Market Accounts	Book Value 2/28/2025	Market Value 2/28/2025	Book Value 5/31/2025	Market Value 5/31/2025	Avg. Yield	Maturity	Interest Earned
LSNB							
TSC Endowment Fund (LSNB)	\$ 30,035	\$ 30,035	\$ 30,194	\$ 30,194	2.50%	N/A	\$ 160
							\$ 160
LOGIC							
LOGIC Restricted Scholarship Fund	\$ 2,531,465	\$ 2,531,465	\$ 2,559,936	\$ 2,559,936	4.45%	N/A	\$ 28,471
LOGIC Endowment Fund	20,357	20,357	20,581	20,581	4.45%	N/A	224
Benazir Bhutto Scholarship Endowment	19,703	19,703	19,921	19,921	4.45%	N/A	217
Bobby and Sandra Duffey President's Scholar Endowment	31,553	31,553	29,392	29,392	4.45%	N/A	339
Canas-Cantu Endowed Memorial Scholarship	46,295	46,295	42,790	42,790	4.45%	N/A	495
Carlos A & Virginia G Estrada Scholarship Fund Endowment	5,481	5,481	4,538	4,538	4.45%	N/A	57
David and Barbara Friedman Endowed Scholarship	6,153	6,153	5,719	5,719	4.45%	N/A	66
Diverse Learners Professional Development Endowment	9,491	9,491	9,595	9,595	4.45%	N/A	105
Fraustino Garza Endowment	1,669	1,669	1,687	1,687	4.45%	N/A	18
Fred & Frances Rusteberg Endowed Scholarship for Business	29,574	29,574	27,391	27,391	4.45%	N/A	317
H-E-B Scholarship Endowment	67,822	67,822	52,693	52,693	4.45%	N/A	688
International Students Scholarship Endowment Fund	16,599	16,599	16,782	16,782	4.45%	N/A	183
JDS Construction Company, Inc. Endowed Scholarship	5,401	5,401	5,461	5,461	4.45%	N/A	60
Jean Webb New Scholar Scholarship Endowment	11,278	11,278	10,148	10,148	4.45%	N/A	120
Jose Roberto Hinojosa Scholarship for Accounting Excellence	6,448	6,448	6,017	6,017	4.45%	N/A	69
Keith A. Ferguson Scholarship Endowment for Criminal Justice	50,301	50,301	50,855	50,855	4.45%	N/A	555
Keppel AmFels, Inc. Youth Scholarship Endowment	12,234	12,234	12,369	12,369	4.45%	N/A	135
Lack's Stores Scholarship	6,950	6,950	697	697	4.45%	N/A	53
Lower Rio Grande Valley Nursing	61,171	61,171	61,845	61,845	4.45%	N/A	674
Manuel and Mildred Sanchez Student Endowment	32,538	32,538	32,897	32,897	4.45%	N/A	359
Margarita de Luna Hinojosa	27,542	27,542	27,846	27,846	4.45%	N/A	304
Marilyn Dyer Whealen	19,252	19,252	17,457	17,457	4.45%	N/A	205
Mimi Freeth Scholarship for Nursing	676	676	683	683	4.45%	N/A	7
Philippine Nurses Association of Texas-Cameron County, Inc.	6,749	6,749	6,824	6,824	4.45%	N/A	74
Poncho's Mexico Nuevo Restaurant Endowed Scholarship	8,715	8,715	8,811	8,811	4.45%	N/A	96
Praxedis Orive, Jr. Memorial Scholarship Endowment	27,654	27,654	24,195	24,195	4.45%	N/A	291
Ralph Ruby Scholarship Advancement	7,049	7,049	7,127	7,127	4.45%	N/A	78
Renato E. Cardenas Scholarship Endowment	86,982	86,982	81,919	81,919	4.45%	N/A	937

RETIREMENT OF INDEBTEDNESS

	Book Value 2/28/2025	Market Value 2/28/2025	Book Value 5/31/2025	Market Value 5/31/2025	Avg. Yield	Maturity	Interest Earned
Money Market & LOGIC Accounts							
TSC 1987 Tax Debt Service - LOGIC	\$ 666,503	\$ 666,503	\$ 673,999	\$ 673,999	4.45%	N/A	\$ 7,496
TSC 2014A Limited Tax Ref Bonds (LSNB)	64	64	2,054,712	2,054,712	2.50%	N/A	9,321
TSC 2014B Maint Tax Ref Bonds (LSNB)	207	207	208	208	2.50%	N/A	1
TSC 2015 Lt Tax Ref Bonds (LSNB)	101	101	102	102	2.50%	N/A	1
TSC 2017 WC Rev Ref Bonds (LSNB)	589,563	589,563	4,116,326	4,116,326	2.50%	N/A	17,771
TSC 2017 Comb Fee Rev Ref Bonds (LSNB)	592,941	592,941	1,738,833	1,738,833	2.50%	N/A	8,028
TSC 2017 Maint Tax Ref Bonds (LSNB)	209	209	995,946	995,946	2.50%	N/A	3,005
TSC 2017 Limited Tax Ref Bonds (LSNB)	290,947	290,947	806,154	806,154	2.50%	N/A	3,875
Lone Star National Bank CD-	2,022,787	2,022,787	-	-	4.57%	3/11/2025	22,541
Lone Star National Bank CD-	3,034,181	3,034,181	-	-	4.57%	3/11/2025	33,811
Lone Star National Bank CD-	1,011,394	1,011,394	-	-	4.57%	3/11/2025	11,270
Lone Star National Bank CD-	505,697	505,697	-	-	4.57%	3/11/2025	5,635
Lone Star National Bank CD-	505,697	505,697	-	-	4.57%	3/11/2025	5,635
							<u>\$ 128,390</u>

AGENCY FUNDS

	Book Value 2/28/2025	Market Value 2/28/2025	Book Value 5/31/2025	Market Value 5/31/2025	Avg. Yield	Maturity	Interest Earned
Money Market Accounts							
TSC Alumni Association (LSNB)	\$ 11,872	\$ 11,872	\$ 11,935	\$ 11,935	2.50%	N/A	\$ 63
Agency Fund (LSNB)	10,679	10,679	14,545	14,545	2.50%	N/A	66
							<u>\$ 129</u>

TOTAL INTEREST EARNED THIS QUARTER
\$ 1,115,022

Note: All investments are in accordance with the stated strategies, District Board Investment Policy CAK (LOCAL), and relevant provisions of the law.


Carlos Pecero
Interim Vice President of Finance & Administration

Current Certificates of Deposit

Current Certificates of Deposit (CDs)			
Deposit Date	Maturity	Bank	Principal
8/2/2023	8/2/2024	EastWest	4,207,038.25
2/7/2024	8/7/2024	EastWest	6,000,000.00
9/5/2023	9/5/2024	Lone Star National Bank	2,000,000.00
11/27/2023	11/27/2024	EastWest	3,000,000.00
12/1/2023	12/2/2024	EastWest	10,494,635.04
9/11/2023	12/9/2024	Veritex	3,600,000.00
9/5/2023	3/5/2025	Lone Star National Bank	4,000,000.00
3/14/2024	3/14/2025	EastWest	4,256,181.68
9/19/2023	3/19/2025	OZK	2,000,000.00
12/12/2023	3/12/2025	Lone Star National Bank	4,000,000.00
12/12/2023	6/12/2025	Lone Star National Bank	9,000,000.00
6/17/2024	6/17/2025	Southside	3,000,000.00
6/20/2024	6/20/2025	EastWest	1,014,111.18
3/20/2024	9/20/2025	Lone Star National Bank	3,500,000.00
3/21/2024	3/1/2025	OZK	6,000,000.00
3/20/2024	3/20/2026	Lone Star National Bank	3,500,000.00

Matured Certificates of Deposit

Matured Certificates of Deposit (CDs)					
Deposit Date	Maturity	Bank	Matured Principal	Matured with Interest	Interest Earned
5/13/2019	1/6/2019	EastWest	2,000,000.00	2,032,172.77	32,172.77
5/13/2019	9/3/2019	EastWest	5,000,000.00	5,038,539.09	38,539.09
5/13/2019	12/2/2019	Southside	2,000,000.00	2,028,059.60	28,059.60
5/13/2019	2/3/2020	Southside	5,000,000.00	5,091,651.38	91,651.38
5/13/2019	3/2/2020	Southside	3,000,000.00	3,061,049.31	61,049.31
9/18/2019	4/1/2020	EastWest	5,000,000.00	5,055,409.40	55,409.40
12/3/2019	6/3/2020	EastWest	4,000,000.00	4,035,451.78	35,451.78
9/18/2019	7/1/2020	EastWest	6,000,000.00	6,095,578.63	95,578.63
9/18/2019	9/1/2020	EastWest	4,000,000.00	4,076,057.78	76,057.78
12/3/2020	9/3/2020	EastWest	4,000,000.00	4,053,087.66	53,087.66
12/3/2020	12/3/2020	EastWest	2,000,000.00	2,035,001.96	35,001.96
6/3/2020	12/3/2020	EastWest	4,035,451.78	4,045,191.11	9,739.33
2/18/2020	2/1/2021	Southside	7,000,000.00	7,113,122.58	113,122.58
2/18/2020	3/1/2021	EastWest	2,000,000.00	2,033,152.94	33,152.94
9/1/2020	3/1/2021	EastWest	4,076,057.78	4,083,647.74	7,589.96
2/18/2020	4/1/2021	EastWest	2,000,000.00	2,035,884.43	35,884.43
4/9/2020	4/10/2021	Allegiance	8,000,000.00	8,056,638.50	56,638.50
3/6/2020	6/1/2021	Allegiance	9,000,000.00	9,138,720.20	138,720.20
7/1/2020	7/1/2021	EastWest	6,095,578.63	6,121,313.29	25,734.66
9/3/2020	8/2/2021	EastWest	4,053,087.66	4,066,792.40	13,704.74
12/3/2020	9/1/2021	Texas Regional Bank	2,000,000.00	2,005,220.83	5,220.83
2/10/2021	9/10/2021	Texas Regional Bank	4,000,000.00	4,008,482.19	8,482.19
8/4/2021	2/2/2022	EastWest	4,066,792.40	4,069,048.14	2,255.74
12/3/2020	12/1/2021	Texas Regional Bank	4,000,000.00	4,016,504.70	16,504.70
2/10/2021	2/1/2022	Texas Regional Bank	6,000,000.00	6,021,233.79	21,233.79
3/16/2021	3/15/2022	Texas Regional Bank	6,000,000.00	6,018,333.39	18,333.39
7/6/2021	4/1/2022	EastWest	6,121,313.29	6,127,210.20	5,896.91
4/14/2021	6/1/2022	Texas Regional Bank	2,000,000.00	2,005,912.77	5,912.77
4/14/2021	7/1/2022	Texas Regional Bank	4,000,000.00	4,010,530.98	10,530.98
4/14/2021	8/1/2022	Texas Regional Bank	3,000,000.00	3,007,800.00	7,800.00

Matured Certificates of Deposit

Matured Certificates of Deposit (CDs)					
Deposit Date	Maturity	Bank	Matured Principal	Matured with Interest	Interest Earned
4/14/2021	9/1/2022	Texas Regional Bank	1,000,000.00	1,003,113.16	3,113.16
9/1/2021	9/1/2022	Texas Regional Bank	2,005,220.83	2,008,343.81	3,122.98
9/13/2021	9/1/2022	EastWest	3,500,000.00	3,504,403.12	4,403.12
9/1/2021	9/10/2022	Texas Regional Bank	4,008,482.19	4,013,949.88	5,467.69
9/21/2021	12/1/2022	Veritex	3,000,000.00	3,005,379.83	5,379.83
4/4/2022	1/4/2022	Veritex	6,102,757.53	6,125,324.00	22,566.47
9/21/2021	2/1/2023	Veritex	2,500,000.00	2,505,504.91	5,504.91
2/2/2022	2/2/2023	EastWest	4,069,048.14	4,107,476.99	38,428.85
2/16/2022	3/1/2023	EastWest	10,000,000.00	10,096,776.57	96,776.57
3/1/2022	3/1/2023	EastWest	6,000,000.00	6,071,218.28	71,218.28
9/1/2022	3/1/2023	EastWest	3,504,403.12	3,563,279.63	58,876.51
9/8/2022	3/8/2023	EastWest	3,000,000.00	3,050,418.04	50,418.04
9/14/2022	3/14/2023	EastWest	4,000,000.00	4,068,816.59	68,816.59
12/8/2023	6/8/2023	EastWest	3,000,000.00	3,071,132.52	71,132.52
6/1/2022	7/19/2023	Texas Regional Bank	2,005,912.77	2,031,729.96	25,817.19
2/2/2023	8/2/2023	EastWest	4,107,479.99	4,207,038.25	99,558.26
3/1/2023	9/1/2023	EastWest	3,563,279.63	3,657,971.72	94,692.09
12/8/2023	9/8/2023	EastWest	2,000,000.00	2,017,130.34	17,130.34
7/1/2022	9/17/2023	Texas Regional Bank	4,010,530.98	4,071,092.95	60,561.97
8/1/2022	11/19/2023	Texas Regional Bank	3,007,800.00	3,090,304.12	82,504.12
3/1/2023	12/1/2023	EastWest	10,096,776.57	10,494,635.04	397,858.47
3/6/2023	12/6/2023	EastWest	2,500,000.00	2,597,762.24	97,762.24
12/8/2023	12/8/2023	EastWest	6,000,000.00	6,291,277.78	291,277.78
3/1/2023	3/1/2024	EastWest	6,071,218.28	6,386,665.97	315,447.69
3/6/2023	3/6/2024	EastWest	6,000,000.00	6,314,196.96	314,196.96
3/14/2023	3/14/2024	EastWest	4,068,816.59	4,256,181.68	187,365.09
2/7/2024	5/7/2024	EastWest	6,000,000.00	6,081,917.89	81,917.89
6/8/2023	6/10/2024	EastWest	3,071,132.52	3,238,742.61	167,610.09
3/19/2024	6/20/2024	EastWest	1,000,000.00	1,014,111.28	14,111.28
					\$ 3,891,554.98

Grants Awarded to Texas Southmost College for the Month of June

11d



Texas Southmost College District

BOARD AGENDA ITEM REQUEST FORM

Division: Finance & Administration	Board Meeting Date: 08/28/2025
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Presenters:

Mr. Carlos Pecero, Interim Vice President of Finance and Administration

Agenda Item:

Report on the Grants awarded to Texas Southmost College for the month of June

Rationale/Background:

<p>During the June 27, 2019, the TSC Board of Trustees approved President Rodriguez to sign grant agreements that did not require matching funds.</p> <p>The report provides the TSC Board of Trustees information of the grants received by the College during the month of June 2025. In addition, we are providing a report with the breakdown of all the grants received by Texas Southmost College through Fiscal Year 24-25.</p>
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Recommended Action:

No Action is Required

Fiscal Implications:

Budgeted Item: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain: _____

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

Presentation - Grants Update - June 2025

GRANTS AWARDED TO TEXAS SOUTHMOST COLLEGE

Mr. Carlos Pecero
Interim Vice President of Finance and
Administration

August 28, 2025



Grants Awarded to Texas Southmost College

June 2025 (FY 2025)

Grantor	Project	Grant Period	Award Amount	Additional Funds	Total Award	Comment
The Educate Texas Fund of Communities Foundation of Texas	2025 TSC Ambassador Training, CTE Summits, and CTE Career Exploration Days	6/15/2025 to 12/31/2025	\$32,000.00		\$32,000.00	New Award
Texas Education Agency	Stronger OST	4/14/2024 to 7/31/2025				Original Award \$283,000 Extended to Sept 30, 2025
		Total	\$32,000.00		\$32,000.00	

Grants Awarded to Texas Southmost College

Fiscal Year 2024-2025

Grantor	Project	Grant Period	Award Amount	Additional Funds	Total Award	Comment
The Educate Texas Fund of Communities Foundation of Texas	2025 TSC Ambassador Training, CTE Summits, and CTE Career Exploration Days	6/15/2025 to 12/31/2025	\$32,000.00		\$32,000.00	New Award
City of Brownsville	Hotel Occupancy Tax	10/01/2024 to 9/30/2025	\$20,833.00		\$20,833.00	Interlocal Agreement
Texas Higher Education Coordinating Board	The Texas Reskilling and Upskilling through Education (TRUE) 2024-2025	12/05/2024 to 12/02/2025	\$279,370.00		\$279,370.00	New Award
Texas Workforce Commission	Skills for Small Business Program	11/08/2024 to 10/31/2025	\$129,150.00		\$129,150.00	New Award

Grants Awarded to Texas Southmost College

Fiscal Year 2024-2025

Grantor	Project	Grant Period	Award Amount	Additional Funds	Total Award	Comment
Texas Education Agency	Nita M. Lowey 21st CCLC Cycle 12 (Year 2 of 5 Years)	8/01/2024 to 7/31/2025	\$2,000,000.00		\$2,000,000.00	New Award
Texas Higher Education Coordinating Board	Carl Perkins 2024-2025	9/01/2024 to 8/31/2025	\$234,964.00	\$43,334.00	\$278,298.00	New Award
Texas Higher Education Coordinating Board	CTE-THECB Perkins Leadership	9/26/2024 to 8/31/2026	\$198,000.00		\$198,000.00	New Award
Brownsville Independent School District	BISD Adult Education and Family Literacy 2024-2025	7/01/2024 to 6/30/2025	\$60,000.00		\$60,000.00	New Award
		Total	\$2,954,317.00	\$43,334.00	\$2,997,651.00	

Facilities Committee

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Facilities Assessment

12a



Texas Southmost College District

BOARD AGENDA ITEM REQUEST FORM

Division: Institutional Advancement	Board Meeting Date: 08/28/2025
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Presenters:

Dr. Stella Garcia, Vice President of Institutional Advancement/Chief of Staff, and Mr. Ronald Robles, Executive Director of Facilities and Physical Plant

Agenda Item:

Consideration and possible action to approve a Facility Assessment and Facility Dashboard Access with the Texas Association of School Boards (TASB)

Rationale/Background:

Strategic Goal number 3 of the recently adopted five-year Texas Southmost College Strategic Plan is to "enhance facilities and technology infrastructure". The first strategy is "create an institutional capital improvement plan by FY25-26". To address this strategy, we have engaged the Texas Association of School Boards, Inc. (TASB) who has created a facility assessment process and associated technology.

The purpose of the TASB facility assessment is to measure the quality, sustainability, functionality, and effectiveness of our facilities. TASB Facility Services will conduct an initial facility assessment utilizing a comprehensive appraisal method for higher education facilities as well as support areas with those appraisal criteria categorized into the following areas:

1. School Site(s): Topography and soil drainage; Site size, location and accessibility; Access streets and vehicular traffic; Parking; Student loading areas; pedestrian services; and athletic and intramural areas.
2. Systems and Components: Roofs; Foundations; Heating, ventilation and air conditioning (HVAC); Lighting; Electrical; communications, and data infrastructure; Drinking fountains and restrooms; Plumbing and mechanical infrastructure; Building envelope -- exterior windows, doors and walls; and Interior flooring, doors, cabinets, ceilings and walls.
3. Site Safety and Security: Campus security systems; Emergency/life safety systems; and Environmental/life safety systems
4. Support Space: Cafeteria and kitchen; Lounge and work areas; Campus administrative; Client administration and auxiliary; and maintenance facilities
5. Portable Buildings
6. ADA Accessibility

If approved, TASB would provide a Higher Education Facility Assessment with Annual Updates and TASB Facility Dashboard Access, described in the attached Statement of Work. The timeline for commencement and completion of the initial facility assessment services of 100% of our facilities would be coordinated with us. We will also receive an annual update to the facility assessment in each of the two years subsequent to the Initial Facility Assessment and shall receive access to the TASB Facility Dashboard for a term of three years commencing on the date of completion of the Initial Facility Assessment.

The fee for Services for each year of the three-year term will be \$55,000.00 (annually) for a total of \$165,000.

A demonstration of the dashboard will be provided during the meeting.
This is considered an exempt purchase.

Recommended Action:

Motion to approve the agreement with TASB for a Facility Assessment and Facility Dashboard access in the amount of \$165,000 and authorize President Rodriguez to execute the agreement, as presented.

Fiscal Implications:

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

FY 25 - 26 Budget

FOR OFFICE USE ONLY:

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

Certified by: _____ **Title:** _____ **Date:** _____

Attachments

Facility Assessment Statement of Work



TASB

P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222
12007 Research Blvd. • Austin, Texas 78759-2439 • tasb.org

Serving Texas Schools Since 1949

August 7, 2025

Dr. Jesus Roberto Rodriguez, President
Texas Southmost College
80 Ft. Brown Street
Brownsville, Texas 78520

Re: Statement of Work under Facility Services Master Agreement – Higher Education Facility Assessment Services with Annual Updates and TASB Facility Dashboard Access

Dear Dr. Garcia:

The Texas Association of School Boards, Inc. (“TASB”) is pleased to propose this Statement of Work for the following services: Higher Education Facility Assessment with Annual Updates and TASB Facility Dashboard Access, described on Attachment A, which is attached and incorporated herein for all purposes.

If this Statement of Work is accepted, TASB will consult with Client regarding the timeline for commencement and completion of the initial facility assessment services (“Initial Facility Assessment”). As set forth more fully in Attachment A, Client shall also receive an annual update to the facility assessment in each of the two years subsequent to the Initial Facility Assessment and shall receive access to the TASB Facility Dashboard for a term of three years commencing on the date of completion of the Initial Facility Assessment. The fee for Services for each year of the three-year term of this SOW will be \$55,000.00 as set forth more fully in Attachment A.

This proposal shall remain valid for a period of 30 days from the date of this letter. Client may accept this proposal by having a person duly authorized to sign on behalf of and bind Client sign in the space provided below and return a copy to TASB via email to karen.ogrady@tasb.org. If accepted, this proposal constitutes a Statement of Work that is subject to the terms and conditions of the current Facility Services Master Agreement entered into by and between TASB and Client (Master Agreement). Unless otherwise indicated, all capitalized terms in the Master Agreement shall apply to this Statement of Work.

If you have any questions or need additional information regarding this Statement of Work, please contact the TASB Facility Services contact person for the proposed Services:

Karen OGrady, Services Manager
Email: karen.ogrady@tasb.org Phone: 512-738-0197

Sincerely,

Jeff Clemmons

Jeff Clemmons, TASB Facility Services Director

Accepted: Texas Southmost College

Signature
Dr. Jesus Roberto Rodriguez

Printed Name

Date

Title

ATTACHMENT A

Statement of Work

The following is a description of TASB’s Higher Education Facility Assessment Services with Annual Updates and TASB Facility Dashboard Access (“Services”). TASB (“we” and “our”) will provide Client (“you” and “your”) only those Services specified in this Statement of Work (“SOW”).

Required Client Information

Client agrees to provide TASB the following information (“Client Information”) for performance of the Services:

- Completed Client staff surveys (form provided by TASB)
- Inventory of Client buildings
- Related Floor Plans

TASB will not commence with onsite collection of facility assessment information until Client has provided the Client Information.

General Description of Services

The following is a general description of the Initial Higher Education Facility Assessment, Annual Updates, and TASB Facility Dashboard access to be provided. Specific items included in the TASB Fee are listed in the “Specific Services Included” section of this SOW.

Initial Higher Education Facility Assessment Services

The purpose of a facilities assessment is to measure the quality, sustainability, functionality, and effectiveness of school facilities. TASB Facility Services will conduct an initial facility assessment for Client (“Initial Facility Assessment”) utilizing a comprehensive appraisal method for higher education facilities as well as support areas with those appraisal criteria categorized into the following areas:

1.0 School Site

- 1.1 Topography and soil drainage
- 1.2 Site size, location and accessibility
- 1.3 Access streets and vehicular traffic
- 1.4 Parking
- 1.5 Student loading areas
- 1.6 Pedestrian services
- 1.7 Playgrounds, athletic and intramural areas

2.0 Systems and Components

- 2.1 Roofs
- 2.2 Foundations
- 2.3 Heating, ventilation and air conditioning
- 2.4 Lighting
- 2.5 Electrical, communications, and data infrastructure
- 2.6 Drinking fountains and restrooms
- 2.7 Plumbing and mechanical infrastructure
- 2.8 Building envelope – exterior windows, doors and walls
- 2.9 Interior flooring, doors, cabinets, ceilings and walls

3.0 Site Safety and Security

- 3.1 Campus security systems
- 3.2 Emergency/life safety systems
- 3.3 Environmental/life safety systems

4.0 Support Space

- 4.1 Cafeteria and kitchen
- 4.2 Lounge and work areas
- 4.3 Campus administrative
- 4.4 Client administration and auxiliary
- 4.5 Transportation and maintenance facilities

5.0 Portable Buildings

6.0 ADA Accessibility

Note: Assessments provided under this SOW do not address structural stability or live load issues. Any concerns related to the structural integrity of the facilities should be confirmed by a licensed architect or structural engineer.

The Initial Facility Assessment shall include only the campuses and/or facilities listed on the attached Schedule 1. Client must provide reasonable access to all areas within the facilities on Schedule 1.

Facilities will be evaluated based on our visual observation, as well as information obtained from Client staff. Student demographics will be evaluated per grade and campus.

The criteria are evaluated based on various federal and state agencies, associations, industry standards, as well as TASB Facility Services staff's knowledge and experience which may, as applicable, include:

- *TEA Texas Education Agency*
- *AFLE Association for Learning Environments*
- *ASHRAE Association of Heating, Refrigerating, and Air Conditioning Engineers*
- *IES Illumination Engineering Society*
- *NFPA National Fire Protection Association*
- *AEIS TEA Academic Excellence Indicator System report*
- *ADAAG Americans with Disabilities Act Accessibility Guidelines*
- *TAS Texas Accessibility Standards*
- *BOMA Building Owners and Managers Association*
- *IBC International Building Code*

Deficiencies and needs will be provided based on category, campus, and recommended time in which deficiencies should be addressed.

Annual Updates

In each of the two fiscal years subsequent to the Initial Facility Assessment, TASB will provide client with an electronic update to the Initial Facility Assessment with updated information and recommendations ("Annual Updates"). TASB shall coordinate with Client each fiscal year for the timing of the Annual Updates, and Client shall reasonably communicate and cooperate with TASB regarding such scheduling and provide all information reasonably requested by TASB to complete the Annual Update.

Annual Updates will only include those campuses/facilities included in the Initial Facility Assessment. Facilities not including in the most recent TASB Facility Assessment will require an initial facility assessment under a separate SOW at an additional charge and are not included in this SOW.

Client acknowledges and agrees that TASB is unable to complete an Annual Update unless and until such time as Client responds to requests for scheduling and provides the information reasonably necessary and requested by TASB for the performance of the Services. Should Client fail to schedule the Annual Update or provide the requested information within 90 days of a written request from TASB, Client shall be deemed to have opted not to receive an Annual Update for that year and waive any obligation on the part of TASB to provide such Annual Update.

TASB Facility Dashboard

On or before completion of the Initial Facility Assessment, Client will be provided access to the online, web-based TASB Facility Dashboard for viewing Client's facility assessment report and data ("Client's Facility Dashboard") which shall be updated by TASB as part of the Annual Updates. TASB shall provide Client access to Client's Facility Dashboard for a term of three years commencing on the date of completion of the Initial Facility Assessment. Subsequent Annual Updates and access to Client's Facility Dashboard may be agreed to by the parties in writing by separate agreement.

Ownership/License. As between you and us, the TASB Facility Dashboard is proprietary to TASB. Unless otherwise expressly indicated, TASB owns all right, title and interest in the contents of and resources in the TASB Facility Dashboard, including without limitation all compilations of Client data. You hereby grant to TASB a non-exclusive, limited right in Client data for the purpose of TASB performing its obligations under this SOW. You otherwise retain all rights in and to Client data. Conversely, this SOW grants you a limited, non-exclusive, and non-transferable right to use Client's Facility Dashboard solely for Client's internal, noncommercial use and Authorized External Uses. Authorized External Uses means reproduction in whole or in part of screen displays and/or reports produced by the Client's Facility Dashboard for your use and display in public meetings or your public communications, subject to any required inclusion of a TASB proprietary notice (for example, "© 2021 Texas Association of School Boards, Inc.") or other attribution to TASB. Reproduction or distribution, in whole or in part, by you beyond the scope of the license in this agreement is prohibited unless specifically authorized in writing by TASB or expressly required by law. Inquiries and requests for permission for access and use of unlicensed activity of the Client Facility Dashboard will be directed to TASB Facility Services in writing at: facilitydashboard@tasb.org. TASB reserves all rights not expressly granted in this SOW.

Your licensed use of the TASB Facility Dashboard is subject to the terms and conditions of this SOW, the Website Terms and Conditions of Use, and Privacy Policy which are available at facilitydashboard.tasb.org. In the event of any conflict between the website terms and conditions of use and the terms of the Master Agreement and this SOW, the terms of the Master Agreement and SOW shall control, but only to the extent required to resolve the conflict.

Maintenance of Records: TASB shall not serve or act as custodian of records that are developed or obtained pursuant to this Agreement, within the meaning of the Texas Public Information Act, Texas State Library and Archives statute, or other law. As between Client and TASB, you shall remain the custodian of records, including all Client facility data. TASB Facility Dashboard is not intended to serve as Client's permanent data storage facility, and Client is responsible for archiving Client data that must be retained onto a platform or location outside of TASB Facility Dashboard. Upon termination of this SOW, unless extended by other written agreement, Client shall have access to Client data for a period of 30 days after which Client data shall be subject to deletion. Upon request, TASB will cooperate with Client in transferring or converting Client data into a useful format, within the capabilities and limitations of the TASB Facility Dashboard technology; however, no promise is made that Client data will be transferred in any particular format.

Accessibility: For any public access request by Client to any portion of Client's Facility Dashboard, if Client determines that the accessibility for disabled users does not meet Client's requirements, Client shall determine and make its own accommodation.

Specific Services Included

TASB's fee for the Services shall include all expenses incurred by TASB during the project for the items marked as included below:

- 1.0** Project Kick-off Meeting
- 2.0** Initial and Annual Update Surveys
- 3.0** Interviews/Reviews of Initial and Annual Update Surveys
- 4.0** Initial and Annual Update presentations to Client staff
- 5.0** Initial and Annual Update presentations to Client's board/committee
- 6.0** Final and Annual Update reports through TASB Facility Dashboard

Services not specifically referenced within this Statement of Work are excluded.

Additional Information

In accepting this SOW, Client acknowledges that, in performing any services under this SOW, TASB is neither providing legal advice nor performing any Services as, or required by, an architect, engineer, or construction contractor of any type. Client further acknowledges that TASB is not a Registered Accountability Specialist, and the Services do not include plan reviews or inspections under the Elimination of Architectural Barriers statute (Texas Government Code Chapter 469, or any successor statute) or Texas Department of Licensing and Regulation Architectural Barriers Administrative Rules (16 T.A.C. Chapter 68 or successor rules). With respect to the services provided or work performed by any engineer or other third-party not a party to this Agreement, including but not limited to their subcontractors, employees and agents, TASB makes no warranty or guaranty regarding such services or work and does not guarantee quality, cost or time for completion of such services or work. In addition, Services performed under the Site Safety and Security section above are provided as part of a comprehensive, general facility assessment only and nothing therein is intended or shall be deemed to provide private security consulting or other security services as defined in Texas Occupations Code Chapter 1702.

Authorization for Use of Drones. Where appropriate and authorized by law, TASB may use small unmanned aircrafts, commonly referred to as "small UAS" or "drones", to collect information and assess conditions of Client facilities. In accepting this SOW, Client authorizes TASB to use small UAS on Client property in the performance of Services. Any small UAS operations shall be coordinated with Client in advance and shall only be performed by persons with a valid FAA remote pilot in command certification (TASB RPIC). Client will cooperate with the TASB RPIC in preparing for and conducting safe operations. A TASB RPIC may decline to perform services deemed in the TASB RPIC's reasonable discretion to be unsafe, unwise, or otherwise unauthorized by law or applicable regulation.

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TASB Fee

Client shall pay TASB a fee of \$55,000.00 for the Initial Facility Assessment, and \$55,000.00 ("Annual Fee") for each Annual Update and annual access to the TASB Facility Dashboard.

TASB will invoice Client for the first Annual Fee following completion of the Initial Facility Assessment. The Annual Fee for each of the remaining 2 years of this SOW shall be invoiced at 12 months and 24 months following the Initial Facility Assessment Annual Fee invoice. Client shall pay all invoices in accordance with the Master Agreement.

Non Appropriations, Early Termination, and Liquidated Damages:

Client agrees that it shall use best efforts to appropriate funds for the Services included in this SOW, including Annual Updates. If, during Client's annual appropriations determination, Client's governing body does not allocate funds for facility assessment-related services, then Client shall have the right to terminate this SOW upon written notice to TASB. However, if any funds are appropriated for facility assessment-related services, such funds shall be applied first to the Services to be provided pursuant to this SOW and any such funds shall not be used to pay for facility assessment-related services from any other service provider.

Client acknowledges and agrees that Client is receiving a discounted rate on the Initial Facility Assessment based on receiving the Initial Facility Assessment Services with the Annual Update Services and TASB Facility Dashboard access. Therefore, notwithstanding anything in the Master Agreement or this SOW to the contrary, should Client terminate the Master Agreement and/or this SOW after receipt of the Initial Facility Assessment, but prior to completion of one or more of the Annual Updates, for any reason including non-appropriations, Client shall pay TASB \$148,000.00 as liquidated damages. Client agrees that such liquidated damages are a reasonable estimate of the damages due TASB for the failure to accept delivery of the Services and, as such, are not punitive in nature.

SCHEDULE 1

Campuses/Facilities

All college campus and support buildings, and athletic facilities listed on attached property schedule

Campus Name	Bldg Name	Yr. Built	Sq. Ftg.	Address	City
MAIN CAMPUS	JACOB BROWN AUDITORIUM	1953	42523	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	NORTH HALL	1989	44312	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	GUERRA EARLY CHILDHOOD CENTER	1981	8552	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	STORAGE SHED	2000	80	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	M1	1973	6150	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	M2	1973	6650	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	M0	1973	6300	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	CORTEZ HALL	1978	22032	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	RUSTEBERG HALL	1969	30495	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	CALVARY HALL	1868	8302	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	BOOKSTORE	2000	13575	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	SCIENCE, ENGINEERING, TECH BUILDING	2002	84396	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	SCIENCE, ENGINEERING, TECH BUILDING	2002	24661	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	SCIENCE, ENGINEERING, TECH BUILDING	2002	10534	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	GAZEBO #1	2006	695	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	GAZEBO #2	2006	946	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	GAZEBO #3	2006	695	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	TSC PERFORMING ARTS CENTER	2009	57579	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	COMMANDANT'S HOUSE	1962	3136	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	TANDY HALL	1958	70452	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	OLIVEIRA STUDENT SERVICES CENTER	1966	84064	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	CAMILLE LIGHTNER	1966	21388	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	GORGAS HALL	1869	12778	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	CHAMPION HALL	1846	5544	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	OLD MORGUE	1846	1447	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	LEGAL CENTER	1975	5751	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	OLD EDUCATION BUILDING	1979	6862	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	SAFETY AND SECURITY - NEWMAN	1966	7268	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	REGIMENT HOUSE	1848	956	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	COMMISSARY ANNEX	1848	720	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	COMMISSARY BUILDING	1846	7470	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	SID EIDMAN ANNEX	1988	2495	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	SID EIDMAN MUSIC HALL	1972	37782	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	THERMAL ENERGY PLANT	1996	5100	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	MANUEL GARZA GYMNASIUM	1959	19516	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	GYM ANNEX	1989	8755	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	SOUTH HALL	1989	50285	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
MAIN CAMPUS	LAND IMPROVEMENT		0	80 FORT BROWN ST.	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	REK CENTER	2009	109968	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	MAINTENANCE BUILDING	1996	16637	RINGGOLD ROAD	BROWNSVILLE, TX 78520

REC/MAINT COMPLEX	MAINTENANCE PARTS WAREHOUSE	1972	10000	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	GROUNDS STORAGE	1964	12376	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	CARPENTER'S SHOP	1995	2100	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	CARPENTER'S STORAGE	1995	1200	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	RELOCATED HOUSE	2000	976	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	GREENHOUSE	2006	4488	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	BASEBALL DUGOUT - AWAY	1998	540	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	BASEBALL PRESS BOX/CONCESSIONS	1998	189	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	BASEBALL DUGOUT - HOME	1998	540	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	FUEL PAVILION	2000	360	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	MAINTENANCE STORAGE SHED	2022	70	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	CONCESSIONS	2022	70	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	GREENHOUSE STORAGE SHED	2022	225	RINGGOLD ROAD	BROWNSVILLE, TX 78520
REC/MAINT COMPLEX	REK CENTER CHILLER PLANT	2025	1935	2000 W UNIVERSITY BLVD	BROWNSVILLE, TX 78520
CTR FOR EARLY CHILDHOOD	CENTER FOR EARLY CHILDHOOD STUDIES	2009	5825	W. UNIVERSITY BLVD	BROWNSVILLE, TX 78520
CTR FOR EARLY CHILDHOOD	EARLY CHILDHOOD - RED BUILDING	2008	2370	W. UNIVERSITY BLVD	BROWNSVILLE, TX 78520
CTR FOR EARLY CHILDHOOD	EARLY CHILDHOOD - BLUE BUILDING	2008	2728	W. UNIVERSITY BLVD	BROWNSVILLE, TX 78520
CTR FOR EARLY CHILDHOOD	EARLY CHILDHOOD - GREEN BUILDING	2009	2370	W. UNIVERSITY BLVD	BROWNSVILLE, TX 78520
CTR FOR EARLY CHILDHOOD	EARLY CHILDHOOD - YELLOW BUILDING	2008	2364	W. UNIVERSITY BLVD	BROWNSVILLE, TX 78520
CONTINUING ED CTR	AMERICAN LEGION	1948	11442	NEALE DRIVE	BROWNSVILLE, TX 78520
RECORDS BUILDING	RECORDS BUILDING	1996	5431	NEALE DRIVE	BROWNSVILLE, TX 78520
OLD ARMORY BUILDING	OLD ARMORY BUILDING	1950	12262	RINGGOLD ROAD	BROWNSVILLE, TX 78520
ITECC CAMPUS	ITECC MAIN BUILDING	1972	544490	301 MEXICO BLVD	BROWNSVILLE, TX 78520
ITECC CAMPUS	ITECC AUTOBODY	1973	8532	301 MEXICO BLVD	BROWNSVILLE, TX 78520
ITECC CAMPUS	ITECC AUTOMOTIVE	1973	15760	301 MEXICO BLVD	BROWNSVILLE, TX 78520
ITECC CAMPUS	ITECC PAYLESS STORE	1988	2940	301 MEXICO BLVD	BROWNSVILLE, TX 78520
SOUTH PADRE ISLAND CTR	SOUTH PADRE ISLAND	1920	7508	2 WALLACE REED RD	SPI, TX 78520
CHILD CARE CENTER 2	CHILD CARE CENTER 2 CHILLER PLANT	2025	460	1948 E ELIZABETH ST.	BROWNSVILLE, TX 78520

Architectural Design Services for Fort Brown Campus and ITECC Building Roof Renovation Projects

12b



Texas Southmost College District

BOARD AGENDA ITEM REQUEST FORM

Division: Institutional Advancement	Board Meeting Date: 08/28/2025
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Presenters:

Dr. Stella Garcia, Vice President of Institutional Advancement/ Chief of Staff and Mr. Ronald Robles, Executive Director of Facilities and Physical Plant

Agenda Item:

Consideration and possible action on award for architectural design services for Fort Brown Campus and ITECC Building Roof Renovation Projects

Rationale/Background:

On March 28, 2024 the TSC Board of Trustees awarded RFQ 24-05 "(On-Call) Architectural and Engineering Professional Services" to eight (8) architect firms and eight (8) engineering firms. The RFQ was to select architectural and engineering services from qualified firms for as-needed and diverse campus projects in accordance with the terms, conditions and requirements set forth in the RFQ. The expectation is that the professionals selected will have a sufficient level of innovation and design expertise to carry out various projects for the college that can be called upon as needed. The Board approved the renewal of contracts for all awarded firms in May of 2025.

Staff have identified ten buildings that require architectural design services; they are: 1) ITECC, 2) Cortez, 3) M0, 4) M1, 5) M2, 6) Rusteberg, 7) North Hall, 8) South Hall, 9) Tandy and 10) Oliveira Student Services Center for a total of 743,945 square feet. The evaluation and assessment of existing roof conditions of these buildings ensures that we preserve building safety conditions and remain in compliance with TWIA and insurance requirements.

All eight, Board approved architectural firms were contacted and sent a questionnaire inquiring about interest and availability in providing architectural design services for these 10 buildings. Based on the questionnaires, three firms are being recommended to provide design services. They are

- Brown Reynolds Watford (BRW) Architects (McAllen, Texas): Rusteberg, Cortez, North and South
- Gomez Mendez Saenz (GMS) (Brownsville, Texas): ITECC
- Sam Garcia Architects (McAllen, Texas): Oliveira, Tandy, M0, M1, M2

Recommended Action:

To negotiate contract award for architectural design services for Roof Renovation Projects to Brown Reynolds Watford (BRW) Architects from McAllen, Texas, Gomez Mendez Saenz (GMS), Inc. from Brownsville, Texas, and Sam Garcia Architect, LLC from McAllen, Texas and authorize President Rodriguez to execute the contracts, as presented.

Fiscal Implications:

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

These expenses are contingent on budget amendment on capital projects

FOR OFFICE USE ONLY:

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

Certified by: _____ **Title:** _____ **Date:** _____

Attachments

Roof Renovations Project Presentation

Roof Renovation Projects

Selection of Architectural/ Design Services

Presented By:

Dr. Stella Garcia

Vice President of Institutional Advancement/Chief of Staff

Mr. Ronald Robles

Director of Operations- Facilities

August 28, 2025



Date	Schedule of Events
August 28, 2025	Propose to TSC Board of Trustees to award to Brown Reynolds Watford (BRW) Architects from McAllen, Texas, Gomez Mendez Saenz (GMS), Inc. from Brownsville, Texas, and Sam Garcia Architect, LLC from McAllen, Texas.
August 18, 2025	Propose to Facilities Committee to award to Brown Reynolds Watford (BRW) Architects from McAllen, Texas, Gomez Mendez Saenz (GMS), Inc. from Brownsville, Texas, and Sam Garcia Architect, LLC from McAllen, Texas.
May 15, 2025	First renewal awarded by TSC trustees for FY 25-26.
March 28, 2024	RFQ 24-05 for “(On-Call) Architectural and Engineering Professional Services” – Vendor Pool Awarded by TSC Board of Trustees.

Provide Architectural Design Services in connection with the design of the building roof assessment and renovations of the ITECC, Cortez, M0, M1, M2, Rusteberg, North Hall, South Hall, Tandy and Oliveira Student Services Center for a total square footage of 743,945.

The College is in need of a complete evaluation and assessment of existing roof conditions at the buildings mentioned above in order to preserve building safety conditions and remain in compliance with Texas Windstorm Insurance Association (TWIA) and insurance requirements.



Architectural Services		
Brown Reynolds Watford Architects	McAllen, TX	Rusteberg, Cortez, North, South (97,490)
Gignac & Associates, LLP	Harlingen, TX	
ERO Architects	Brownsville, TX	
Gomez Mendez Saenz, Inc.	Brownsville, TX	ITECC (552,900)
Negrete Kolar Architects, LLP	Edinburg, TX	
Orange Made, LLC	McAllen, TX	
ROFA Architects, Inc.	McAllen, TX	
Sam Garcia Architect, LLC	McAllen, TX	Oliveira, Tandy, M0, M1, M2 (93,55)

These expenses are contingent on budget amendment related to capital projects.

Proposal



To negotiate contract award for architectural design services for Roof Renovation Projects to Brown Reynolds Watford (BRW) Architects from McAllen, Texas, Gomez Mendez Saenz (GMS), Inc. from Brownsville, Texas, and Sam Garcia Architect, LLC from McAllen, Texas and authorize President Rodriguez to execute the contract, as presented.

Facilities Update

12c



Texas Southmost College District

BOARD AGENDA ITEM REQUEST FORM

Division: Institutional Advancement	Board Meeting Date: 08/28/2025
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Presenters:

Dr. Stella Garcia, Vice President of Institutional Advancement/Chief of Staff; Mr. Ronald Robles, Director of Operations- Facilities
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Agenda Item:

Facilities Update

Rationale/Background:

<p>An update will be provided for the following facilities projects:</p> <ul style="list-style-type: none">• Thermal Plant Cooling Tower Installation• Pipe Fitting Lab (ITECC)• Hydronic Line Replacement• ITECC Fire Line Replacement Project• PUB Water Tower Demolition

Recommended Action:

This item is for information only. No action is needed.

Fiscal Implications:

Budgeted Item: <input type="checkbox"/> N/A <input checked="" 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

Facilities Update Presentation



FACILITIES PROJECTS UPDATE

Presented by
Dr. Stella Garcia

Vice President of Institutional Advancement/Chief of Staff

Mr. Ronald Robles

Director of Operations—Facilities

Mr. Gerardo Mascorro

HVAC Supervisor

August 28, 2025

Thermal Plant Cooling Tower Installation

Work in Progress

- Project on schedule to be completed by December 31, 2025

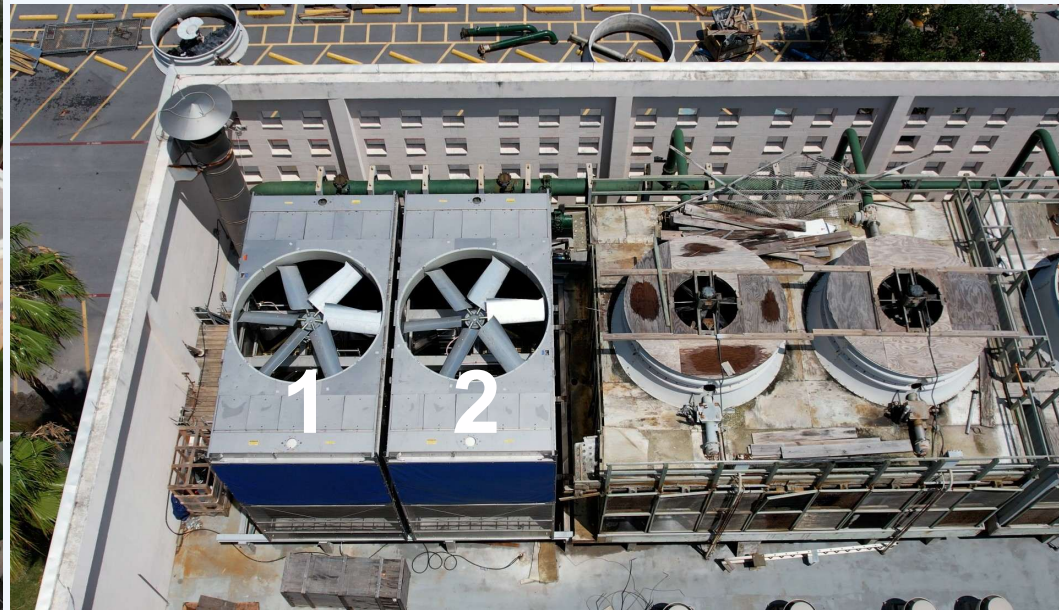
Milestone

- Cooling Tower 1 and 2 tested and operational on August 8, 2025

Milestone



* Old Cooling Towers 1 and 2 removed.



* Cooling Towers 1 and 2 installed and tested.

Milestone

New Cooling Tower (Videos)



Hydronic Line Replacement Project

Background

The project is to replace the old pipes (hydronic system) with new pipes which carry chilled water and hot water to/from Thermal Plant to/from campus buildings, as a result of several leaks that have occurred in those pipes.



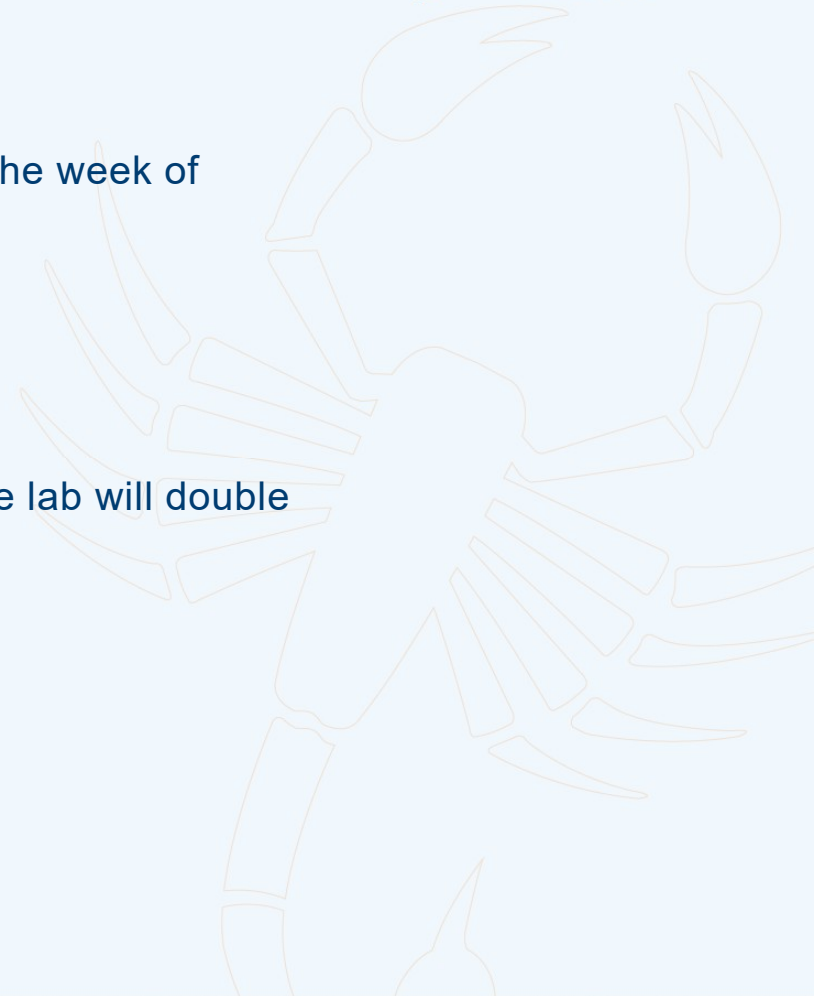
Work in Progress

- The Board approved engineer for this project, Halff Associates, has completed the construction documents and drawings and are stamped with the engineer's seal.
- Halff Associates, working with the TSC team, will develop scope of work for the installation of new pipes (abandon old pipes).
- TSC purchasing will determine proper bidding process.
- Proposals for the installation of the hydronic system will come to the Board of Trustees for approval later this year.

Pipe Fitting Lab (ITECC)

Work in Progress

- Electrical work and installation of the exhaust system will begin the week of September 18, 2025
- Estimated completion is week of December 31, 2025
- Current capacity of lab is 10 students/ cohort. The capacity of the lab will double when the project is completed.



Current Pipefitting Lab



Current Pipefitting Lab



ITECC Fire Line Replacement Project

Completed Project



PUB Water Tower Demolition



Work in Progress



- Mobilization of equipment has been completed.
- Demolition is now scheduled to start September 2, 2025.
- Project is expected to be complete within 4 weeks.



Academic Committee

13

Associate of Applied Science in Culinary Arts Program

13a



Texas Southmost College District

BOARD AGENDA ITEM REQUEST FORM

Division: Instruction	Board Meeting Date: 08/28/2025
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Presenters:

Dr. Emma Miller, Dean of Business Engineering Architecture and Technology, and Mr. Oscar Hernandez, Associate Vice President of Institutional Effectiveness and Educational Technologies

Agenda Item:

Consideration and possible action on approval to pursue an associate of applied science in Culinary Arts, a certificate-level 2 in Catering and Private Chef and a certificate-level 1 in Baking and Pastry

Rationale/Background:

According to the U.S. Bureau of Labor Statistics, the job growth outlook from 2023-2033 is faster than average at 8% for Chefs and Head Cooks. High Schools from BISD, Point Isabel ISD, and Los Fresnos CISD have committed to offer these programs at their respective sites and have expressed an agreement to use these off-campus instructional sites for traditional courses.

Recommended Action:

Motion to approve the associate of applied science in Culinary Arts, the certificate-level 2 in Catering and Private Chef and the certificate-level 1 in Baking and Pastry to seek THECB and SACSCOC approval to offer these programs by August 2026, as presented.

Fiscal Implications:

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

Once programs are approved a faculty member will be hired to teach and coordinate the programs.

FOR OFFICE USE ONLY:

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

Certified by: _____ **Title:** _____ **Date:** _____

Attachments

2026-2027 Associate of Applied Science in Culinary Arts
2026-2027 CERT1_Baking and Pastry
2026-2027 CERT2_Catering and Private Chef



An Associate of Applied Science in Culinary Arts will equip graduates with the skills and professionalism necessary to advance in the dynamic and diverse Culinary Arts fields.

Recommended Course Sequence

Program Courses	Credits	Suggested Semester
CHEF 1305 Sanitation and Safety	3	Fall/Year 1
PSTR 1301 Fundamentals of Baking	3	Fall/Year 1
PSTR 1306 Cake Decorating I	3	Fall/Year 1
CHEF 1301 Basic Food Preparation	3	Fall/Year 1
CHEF 1300 Professional Cooking and Meal Service	3	Fall/Year 1
PSTR 1305 Breads and Rolls	3	Spring/Year 1
PSTR 1310 Pies, Tarts, Teacakes, and Cookies	3	Spring/Year 1
PSTR 1312 Laminated Dough, Pate a Choux, Donuts	3	Spring/Year 1
RSTO 2307 Catering	3	Spring/Year 1
CHEF 1345 International Cuisine	3	Spring/Year 1
MATH 1324 Mathematics for Business and Social Sciences	3	Fall/Year 2
ENGL 1301 Composition I	3	Fall/Year 2
ACNT 1303 Introduction to Accounting	3	Fall/Year 2
RSTO 1304 Dining Room Service	3	Fall/Year 2
BUSG 2309 Small Business Management and Entrepreneurship	3	Fall/Year 2
X3XX XXXX Social and Behavioral Sciences Elective	3	Spring/Year 2
HAMG 1324 Hospitality Human Resources Management	3	Spring/Year 2
CHEF 1313 – Food Service Operations/Systems	3	Spring/Year 2
X3XX XXXX Language, Philosophy and Culture/Creative Arts Elective	3	Spring/Year 2
CHEF 2364 Practicum (or Field Experience) Culinary Arts/Chef Training	3	Spring/Year 2
Total Credit Hours for Graduation	60	

Program Student Learning Outcomes

Program Student Learning Outcomes (PSLO) are statements that specify what students will know, be able to do or be able to demonstrate when they have completed the program.

1.

*Grade of “C” or better is required for graduation.

†Students may take any course within this category of the TSC General Education Core Curriculum.



Culinary Arts

Associate of Applied Science
2026-2027

Division of Business, Engineering, Architecture and Technology



This information is provided as an example only. You will develop a personalized plan with your Success Coach and faculty advisor/mentor that reflects your goals and interests. You are required to meet with an advisor each semester to ensure you are on track for graduation. This document does not contain all the information you need to stay on track for graduation.



A certificate in Baking and Pastry will equip graduates with the skills and professionalism necessary to advance in the dynamic and diverse baking and pastry fields.

Recommended Course Sequence

Program Courses	Credits	Suggested Semester
CHEF 1305 Sanitation and Safety	3	Fall/Year 1
PSTR 1301 Fundamentals of Baking	3	Fall/Year 1
PSTR 1306 Cake Decorating I	3	Fall/Year 1
PSTR 1305 Breads and Rolls	3	Spring/Year 1
PSTR 1310 Pies, Tarts, Teacakes, and Cookies	3	Spring/Year 1
PSTR 1312 Laminated Dough, Pate a Choux, Donuts	3	Spring/Year 1
Total Credit Hours for Graduation	18	

Program Student Learning Outcomes

Program Student Learning Outcomes (PSLO) are statements that specify what students will know, be able to do or be able to demonstrate when they have completed the program.

1.

*Grade of "C" or better is required for graduation.

†Students may take any course within this category of the TSC General Education Core Curriculum.

This information is provided as an example only. You will develop a personalized plan with your Success Coach and faculty advisor/mentor that reflects your goals and interests. You are required to meet with an advisor each semester to ensure you are on track for graduation. This document does not contain all the information you need to stay on track for graduation.



A certificate in Catering/ Private Chef will equip graduates with the skills and professionalism necessary to advance in the dynamic and diverse Culinary Arts fields.

Recommended Course Sequence

Program Courses	Credits	Suggested Semester
CHEF 1305 Sanitation and Safety	3	Fall/Year 1
PSTR 1301 Fundamentals of Baking	3	Fall/Year 1
PSTR 1306 Cake Decorating I	3	Fall/Year 1
CHEF 1301 Basic Food Preparation	3	Fall/Year 1
CHEF 1300 Professional Cooking and Meal Service	3	Fall/Year 1
PSTR 1305 Breads and Rolls	3	Spring/Year 1
PSTR 1310 Pies, Tarts, Teacakes, and Cookies	3	Spring/Year 1
PSTR 1312 Laminated Dough, Pate a Choux, Donuts	3	Spring/Year 1
RSTO 2307 Catering	3	Spring/Year 1
CHEF 1345 International Cuisine	3	Spring/Year 1
ENGL 1301 Composition I	3	Fall/Year 2
ACNT 1303 Introduction to Accounting	3	Fall/Year 2
RSTO 1304 Dining Room Service	3	Fall/Year 2
BUSG 2309 Small Business Management and Entrepreneurship	3	Fall/Year 2
MATH 1324 Mathematics for Business and Social Sciences	3	Fall/Year 2
Total Credit Hours for Graduation	45	

Program Student Learning Outcomes

Program Student Learning Outcomes (PSLO) are statements that specify what students will know, be able to do or be able to demonstrate when they have completed the program.

1.

*Grade of “C” or better is required for graduation.

†Students may take any course within this category of the TSC General Education Core Curriculum.

This information is provided as an example only. You will develop a personalized plan with your Success Coach and faculty advisor/mentor that reflects your goals and interests. You are required to meet with an advisor each semester to ensure you are on track for graduation. This document does not contain all the information you need to stay on track for graduation.

Student Services Committee

14

**Memorandum of
Understanding with
the 2025-2026
Matching Funds
Agreement between
the Stars Scholarship
Fund and Texas
Southmost College**

14a



Texas Southmost College District

BOARD AGENDA ITEM REQUEST FORM

Division: Student Services	Board Meeting Date: 08/28/2025
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Presenters:

Dr. David Plummer, Vice President of Student Development, and Mrs. Vanessa Vasquez, Associate Vice President of Student Services

Agenda Item:

Consideration and possible action to approve a Memorandum of Understanding with the 2025-2026 Matching Funds Agreement between the Stars Scholarship Fund and Texas Southmost College

Rationale/Background:

This Matching Funds agreement is between the Stars Scholarship Fund and Texas Southmost College. The Stars Scholarship Fund will award TSC \$5,000 to be used by TSC to provide educational scholarships to qualified students for the 2025-2026 academic school year. As part of the agreement, TSC shall match Star's contribution of \$5,000, resulting in a total scholarship fund of \$10,000 designated for TSC eligible students.

TSC will use the matching funds previously committed by the TSC Foundation for this agreement. *(NOTE: The Stars Foundation has requested to enter into an agreement with the college and not the foundation as is their standard practice with other institutions of higher education.)*

The proposed Memorandum of Understanding has been reviewed and approved by both College and Board Legal Counsel.

Recommended Action:

To approve a Memorandum of Understanding with the 2025-2026 Matching Funds Agreement between the Stars Scholarship Fund and Texas Southmost College and authorize President Rodriguez to sign the agreement.

Fiscal Implications:

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

Matching funds for this scholarship were approved by the TSC Foundation on February 19, 2025. The college may consider using those funds as match.

FOR OFFICE USE ONLY:

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

Certified by: _____ **Title:** _____ **Date:** _____

Attachments

Stars Scholarship Matching Fund Agreement

MATCHING FUNDS AGREEMENT

THIS MATCHING FUNDS AGREEMENT (this “**Agreement**”) is executed effective as of the **21 day of JULY, 2025** (the “**Effective Date**”) by and between STARS SCHOLARSHIP FUND, a Texas non-profit corporation (“**STARS**”), and TEXAS SOUTHMOST COLLEGE (“**TSC**”).

WITNESSETH:

WHEREAS, STARS is a Texas non-profit corporation established in Hidalgo County, Texas in good standing, with full power to enter into this Agreement and execute all required documents; and

WHEREAS, TSC is an educational institution established in Cameron County, Texas, and is in good standing, with full power to enter into this Agreement and execute all required documents; and

WHEREAS, TSC has instituted a financial aid scholarship program that assists students in paying for educationally related costs at TSC; and

WHEREAS, STARS has agreed to provide scholarship funding to eligible recipients, said funding to be matched by TSC pursuant to the terms herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, STARS and TSC hereby agree as follows.

ARTICLE I TERMS OF THE AGREEMENT

1.01 **Term.** This Agreement shall be effective for a period of one year from the Effective Date and shall apply to scholarships to be awarded to students for the 2025-2026 Fall and Spring semesters.

1.02 **Funding.** STARS shall award TSC funds in an amount up to Five Thousand and No/100ths Dollars (\$5,000.00) to be used by TSC to provide educational scholarships to qualified students for the 2025-2026 academic school year (the “**Scholarship Gift**”). TSC shall match STARS’ contribution of up to Five Thousand and No/100ths Dollars (\$5,000.00) with an additional, equal amount up to Five Thousand and No/100ths Dollars (\$5,000.00) to create a scholarship fund of up to Ten Thousand and No/100ths Dollars (\$10,000.00) (the “**Scholarship Fund**”). The Scholarship Fund shall be awarded and distributed in award amounts of One Thousand and No/100ths Dollars (\$1,000.00) and pursuant to the terms of this Agreement.

1.03 **Name.** The Scholarship Fund shall be titled the “STARS Scholarship Fund ‘STARS’”.

1.04 **Account.** In order to administer the Scholarship Fund, TSC shall identify the Scholarship Fund separately in its accounting system.

ARTICLE II REPRESENTATIONS

2.01 **STARS's Representations.** STARS represents and warrants the following:

(a) STARS understands that the United States Internal Revenue Code and applicable tax regulations restrict the ability of family members of a scholarship recipient and other persons to provide direct financial support to their choice of students through this scholarship for the purpose of obtaining or creating a tax benefit. These funds have been donated with an intent to benefit students generally;

(b) The Scholarship Gift serves STARS's benevolent and charitable purposes and the provision of the Scholarship Gift is a bona fide scholarship program operated by STARS; and

(c) The Scholarship Fund is for a general scholarship over which TSC has full discretion subject to the conditions in this Agreement.

2.02 **TSC's Representations.** TSC represents the following:

(a) TSC will not provide scholarships from the Scholarship Fund except in accordance with the requirements of this Agreement; and

(b) The Scholarship Fund serves TSC's benevolent and charitable purposes and the provision of the Scholarship Fund is a bona fide scholarship program operated by TSC.

2.03 **Non-Discrimination.** Neither STARS nor TSC shall, directly or through contractual or other arrangements, discriminate on the basis of race, sex, color, national origin, religion, age disability or veteran status regarding any provision of the Scholarship Gift or Scholarship Fund.

2.04 **No Act Contrary to Law.** STARS and TSC acknowledge and agree that nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provisions or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

ARTICLE III ELIGIBILITY AND FUNDING

3.01 **Scholarship Eligibility.** STARS shall administer the scholarship application process and shall select recipients for the STARS Scholarship Program pursuant to the following criteria:

(a) Recipients must maintain permanent legal residence in one of the thirty (30) counties of the West and South Texas area (Aransas, Bee, Brewster, Brooks, Cameron, Culberson, Duval, El Paso, Goliad, Hidalgo, Hudspeth, Jeff Davis, Jim Hogg, Jim Wells, Karnes, Kenedy, Kleberg, La Salle, Live Oak, McMullen, Nueces, Pecos, Presidio, San Patricio, Refugio, Starr, Terrell, Webb, Willacy or Zapata);

(b) Recipients must be enrolled at Texas Southmost College and remain as full-time students in a degree seeking program during the 2025-2026 academic school year and remain in good standing;

(c) Recipients must have a minimum 2.7 grade point average to qualify and must maintain at least a 2.7 grade point average to qualify as a recipient for the second semester; and

(d) Recipients must have already completed at least twelve (12) credit hours at an institution of higher learning.

3.02 **Scholarship Funding Process.** Funding of the STARS Scholarship Program shall be pursuant to the following:

(a) Amounts awarded shall be applied towards qualified higher education expenses as defined in Internal Revenue Code § 529, which includes tuition, mandatory fees, required books and supplies, required equipment, room and board and other special needs for special needs students;

(b) Payments will be made within thirty (30) days after proof of enrollment is provided per semester (after the twelfth (12th) class day of the Fall/Spring semesters);

(c) Scholarship checks will be made out to TSC and a list of recipients will be attached;

(d) TSC shall provide an accounting report showing the transaction and amount awarded for each recipient within sixty (60) days of disbursement;

(e) TSC shall provide proof of enrollment for each recipient for the Fall and Spring semesters as of the twelfth (12th) class day;

(f) TSC shall provide a grade point average report for each recipient after the Fall semester;

(g) Scholarships provided shall not exceed the recipient's total cost of attendance;

(h) Any request by potential recipients regarding status of acceptance for scholarship shall be referred to STARS;

(i) Scholarships may not be transferable if a student chooses to attend another university; and

(j) STARS may not re-award the scholarship.

3.03 Certification and Release of Information. Recipients will be required to sign a certification and release of information to STARS (which may be included on the student's acceptance form). The certification and release of information form shall state:

(a) that all information on the student's application is true and complete to the best of the student's knowledge;

(b) that the student meets all eligibility requirements as specified in the application and accompanying instructions;

(c) that the student understands that the student may only receive one scholarship administered by STARS per academic year;

(d) that the student authorizes STARS to utilize information about and from the student's application and the student's likeness for public relation purposes, publicity or other scholarship opportunities or fundraising activities, which may include the sale, transfer and sharing of said information with third parties; and

(e) that the student authorizes TSC to release information necessary to process and maintain the Student's application and/or scholarship throughout the designated academic year, including verification of enrollment and grade point average.

3.04 Revoking or Transferring of Scholarship. Consent from the other party must be obtained before a party may cancel or revoke a scholarship award.

3.05 Selection Period. Recipients shall only be selected during the processing period designated by STARS.

3.06 Submission of Recommended Recipients. STARS shall provide to TSC a recommended list of recipients for final approval.

3.07 Alternates. Alternates will be provided by STARS based on the eligibility and scoring process. No alternates will be considered once recipients are approved.

3.08 **Graduate Programs.** STARS must be provided with verification of enrollment to a graduate program prior to disbursement.

ARTICLE IV GENERAL PROVISIONS

4.01 **Modification.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by STARS and TSC, and not otherwise.

4.02 **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

4.03 **Law.** The validity, operation and performance of this Agreement shall be governed and controlled by the law of the State of Texas, and the terms and conditions of this Agreement shall be construed and interpreted in accordance with the law of the state. Venue for any proceeding brought for any breach of this Agreement shall be in Hidalgo County, Texas.

4.04 **Severance.** Should any one or more provisions of this Agreement be held to be null, void, violable, or for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement which shall remain in full force and effect; provided however, if the provision allowing the parties to terminate this Agreement without liability under certain conditions is not enforceable, then this Agreement shall terminate and be of not force and effect.

4.05 **Cumulative Remedies.** In the event of default by either party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

4.06 **Third Party Beneficiary.** The parties are entering into this Agreement solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.

4.07 **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

4.08 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be: (a) personally delivered against a written receipt; or (b) sent by certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth

below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to STARS: STARS Scholarship Fund
Attention: Greg LaMantia
3900 North McColl Road
McAllen, Texas 78501

With a copy to: Annie L. Cullen
STARS Scholarship Fund
annie.cullen@lnfdist.com

If to TSC: Texas Southmost College
Attention: Vanessa Vasquez, Associate Vice President of Student
Services
Division of Student Development
80 Fort Brown
Brownsville, Texas 78520.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

4.09 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

4.10 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and assigns where permitted by this Agreement.

4.11 **Assignment.** This Agreement shall not be assignable.

4.12 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

4.13 **Authority.** STARS and TSC each hereby represents that it has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and that it has fully read and understood the terms of this Agreement and agrees thereto.

4.14 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers effective as of the day and year first above written.

STARS:

STARS SCHOLARSHIP FUND

By: _____
Greg LaMantia, Vice Chairman

TSC:

TEXAS SOUTHMOST COLLEGE

By: _____
Dr. Jesus Roberto Rodriguez, TSC
President

Policy Committee

15

Revisions to (LOCAL) TASB LOCAL Policies: CG, CGF, ECC, FFDA, FFE, FLD, and FMA

15a



Texas Southmost College District

BOARD AGENDA ITEM REQUEST FORM

Division: Legal	Board Meeting Date: 08/28/2025
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Presenters:

Mr. Frank Perez, Board Legal Counsel

Agenda Item:

Consideration and possible action to approve the revisions to the following LOCAL policies: CG, CGF, ECC, FFDA, FFE, FLD, and FMA

Rationale/Background:

<p>The following LOCAL policies are included in the TASB LOCAL Update 49:</p> <p>CG Safety Program: Revisions include the addition of guidelines and procedures for responding to disasters, fire safety and prevention programs, and safe instructional procedures and regulations to the list of areas of responsibility for an administrator developing a Comprehensive Safety Program. References have been added to policies that provide more information related to emergency response procedures and the community college's information security program.</p> <p>CGF Safety Program: Security Personnel (NEW POLICY): Issued to TSC because we have a security department (not a police department).</p> <p>ECC Instructional Arrangements: Course Load and Schedules: Revisions reflect amendments to THECB rules for applying exceptions to the limit of courses a student may drop and to allow Appeals. NOTE: This policy was presented at the June 2025 meeting in which the maximum hours a student can enroll in the summer was adjusted from 16 to 17 (see highlighted section of the policy) as a local change. All other changes are from TASB.</p> <p>The following LOCAL policies were reviewed by TASB representatives, college and board legal counsel, and TSC Administration during a Policy Review Session (PRS).</p> <p>FFDA - Freedom from Discrimination, Harassment, and Retaliation Sex and Sexual Violence; Revision includes changing Title IX coordinator's contact information.</p> <p>FFE - Student Welfare Freedom from Bullying: Revision included changing Vice President of Student Services to Vice President of Student Development throughout the policy.</p> <p>FLD - Student Rights and Responsibilities Student Complaints: Revisions recommended by TASB during PRS.</p> <p>FMA - Discipline and Penalties Discipline Procedure; Provide model policy for review.</p>
--

Recommended Action:

Motion to approve the following LOCAL policies: CG, CGF, ECC, FFDA, FFE, FLD, and FMA

Fiscal Implications:

Budgeted Item: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:

FOR OFFICE USE ONLY:

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

Certified by: _____ **Title:** _____ **Date:** _____

Attachments

CG (LOCAL) Safety Program

CGF (LOCAL) Safety Program: Security Personnel

ECC (LOCAL) Instructional Arrangements: Course Load and Schedules

FFDA (LOCAL) - Freedom from Discrimination, Harassment, and Retaliation Sex and Sexual Violence

FFE (LOCAL) - Student Welfare Freedom from Bullying

FLD (LOCAL) - Student Rights and Responsibilities Student Complaints

FMA (LOCAL) - Discipline and Penalties Discipline Procedure

SAFETY PROGRAM

CG
(LOCAL)

**Comprehensive
Safety Program**

The College District shall take every reasonable precaution regarding the safety of its employees, students, visitors, and all others with whom it conducts business. A designated administrator shall be responsible for developing, implementing, and promoting a comprehensive safety program.

The general areas of responsibility include, but are not limited to, the following:

1. Guidelines and procedures for responding to emergencies-
and disasters. [See CGC and CGE]
2. Fire safety and prevention programs.
- 2.3. Program activities intended to reduce the frequency of accident and injury, including:
 - a. Inspecting work areas and equipment.
 - b. Training frontline and supervisory staff.
 - c. Establishing safe work and instructional procedures and regulations.
 - d. Reporting, investigating, and reviewing accidents.
 - e. Promoting responsibility for College District property on the part of students, employees, and the community.
- 3.4. Program activities intended to reduce the ultimate cost of accidents and injuries through investigation and documentation.
- 4.5. Program activities that identify and develop prudent methods of financing loss costs on an annual basis, including the purchase of commercial insurance, self-insured retentions, and risk pooling.
- 5.6. Driver education programs, when available.
- 6.7. Vehicle safety programs.
- 7.8. Traffic safety programs and studies related to employees, students, and the community.

Information
Management

The College President or designee shall be responsible for the collection, storage, and analysis of relevant operational and historical data required to develop sound procedures for implementation and operation of the comprehensive safety program.

Note: For provisions addressing the College District's information security program, see CS.

SAFETY PROGRAM
SECURITY PERSONNEL

CGF
(LOCAL)

**College District
Security Department**

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the implementation of a hybrid security model, whereby the College District employs or contracts with licensed private security personnel or a licensed private security company and off-duty, uniformed, commissioned peace officers.

~~Private security personnel are those individuals who are either:~~

- ~~1. "Security officers" as defined in Section 1702.222 of the Texas Occupations Code and perform the duties of a security guard; or~~
- ~~2. "Commissioned security officers," meaning persons authorized by the Texas Department of Public Safety to carry a firearm.~~

Private security personnel are those individuals known as:

1. "Security officers" - as defined in Section 1702.222 of the Texas Occupations Code - perform the duties of a security guard, whether commissioned or non-commissioned;
2. "Commissioned security officers" are "security officers" who are authorized by the Texas Department of Public Safety to carry a firearm;
3. "Non-Commissioned security officers" are "security officers" who are not authorized by the Texas Department of Public Safety to carry a firearm."

Peace officer is a person elected, employed, or appointed as a peace officer under the provision of the Texas Occupations Code Section 1701.001, which includes sheriffs and their deputies, and those reserve deputies who hold a permanent peace officer license including marshals or police officers of an incorporated city, town, or village.

Jurisdiction

The jurisdiction of the College District's hybrid security force shall include all counties in which premises are owned, leased, rented, or otherwise under the control of the College District.

Officer Authority

While within the jurisdiction set out in this policy, private security personnel and off-duty peace officers employed or contracted by the College District shall have all the powers, privileges, and immunities of private security personnel and peace officers as afforded by state law. Subject to state and federal laws governing private security personnel and peace officers employed or contracted by the College District, private security personnel and peace officers

SAFETY PROGRAM
SECURITY PERSONNEL

CGF
(LOCAL)

ers shall have the authority, and in compliance with authorities regulating security guard personnel and off-duty peace officer authority as outlined in the state peace officer off-duty/contract personnel authorities, to:

1. Protect the safety and welfare of any person in the jurisdiction of the College District and protect the property of the College District.
2. Enforce all College District policies, protocols, and procedures including assistance and support for the enforcement of local, state, and federal statutes pertaining to school, safety, security, Title IX, and other afforded authorities directed by the Texas Southmost College Board of Trustees. They will also support, report, and collaborate with local law, state, and federal law enforcement in conjunction with their respective authorities. College District security will support said agencies if required in the performance of their duties in reference to municipal ordinances, county ordinances, and state laws and investigate violations of law as needed. Detention, investigation, and arrest authority will revert to state law in reference to licensed security guard personnel and in support of law enforcement personnel consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the security guards or off-duty officers presence or under the other rules set out in the Texas Code of Criminal Procedure (if applicable).
3. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
4. Enforce College District policies, rules, and regulations on College District property or at College District functions.
5. Investigate violations of College District policies, rules, and regulations as requested by the College President and participate in hearings concerning alleged violations.
6. Carry weapons as directed by the ~~head of security~~ security company, authorized by law, and approved by the College President or College President's designee.
7. Carry out all other duties as directed by the ~~head of security~~ security company ~~head of security~~ or College President or College President's designee.

SAFETY PROGRAM
SECURITY PERSONNEL

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Temporary Assignment	College District <u>or contracted</u> security officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.
Notice and Registration	The College District security department <u>or contracted security company</u> shall provide to the Texas Department of Public Safety the required notice of intent to employ a commissioned security officer and registration prior to employing a security officer.
Qualifications and Training	<p>All College District <u>or contracted commissioned</u> security officers shall maintain a Level III license issued by the Department of Public Safety and receive at least the minimum amount of education and training required by law.</p> <p><u>All College District or contracted non-commissioned security officers shall maintain a Level II license issued by the Department of Public Safety and receive at least the minimum amount of education and training required by law.</u></p>
Limitations on Outside Employment	No College District <u>or contracted</u> security officer shall provide security services for an outside employer without prior written approval from the <u>chief of security security company</u> and College President or designee.
Relationship with Outside Agencies	The College District's security department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into memoranda of understanding and other appropriate interlocal agreements that outline reasonable communication and coordination efforts among the department and the agencies. The <u>head of security head of security security company</u> and the College President or designee shall review the memoranda of understanding at least once every year. The memoranda of understanding shall be approved by the Board.
Use of Force	The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the state regulations governing deadly force actions and training for security personnel and off-duty law enforcement personnel and department regulations.
By Drone	The College District shall not use force by means of a drone.
High-Speed Pursuit	Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.

SAFETY PROGRAM
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Access to Recordings	Any recordings shall be considered law enforcement records, shall remain in the custody of the <u>head-of-security security company-head of security</u> , and shall be maintained as required by the department regulations manual and law.
Officer Training	<p>All College District <u>or contracted commissioned</u> security officers shall maintain a Level III license issued by the Department of Public Safety and receive at least the minimum amount of education and training required by law.</p> <p><u>All College District or contracted non-commissioned security officers shall maintain a Level II license issued by the Department of Public Safety and receive at least the minimum amount of education and training required by law.</u></p>
Department Regulations Manual	To carry out the provisions in this policy, the security department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of security services. The <u>head-of-security security company-head of security</u> , and the College President or designee shall review the manual annually and make any appropriate revisions.
Racial Profiling	The <u>head-of-security security company-head of security</u> shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Officers employed or contracted by the College District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.
Complaints	<p>Complaints against a College District <u>or contracted</u> security officer shall be in writing on a form provided by the College District and shall be signed by the person making the complaint. In accordance with law, the College District shall provide the security company a copy of the complaint [see Complaint Against Peace Officer at CGFA(LEGAL)] or appropriate state law requirement.</p> <p>Appeals regarding this complaint process shall be filed in accordance with DGBA, FLD, or GB, as appropriate.</p>
Insurance	Contracts with private security companies shall maintain liability insurance coverage as required by law or contract.

INSTRUCTIONAL ARRANGEMENTS
COURSE LOAD AND SCHEDULES

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Course Load

The normal course load for the fall or spring semester shall be 15 semester hours. Course loads in excess of 16 semester hours shall require approval by the divisional dean. The maximum course load shall be no more than 21 semester hours.

The normal course load for the summer session shall be six semester hours for each five-week term or 12 semester hours for a full summer semester. The maximum summer course load shall be eight semester hours for one term or 16-17 semester hours for a full summer semester.

**Limitations
on Number of
Dropped Courses**

A College District student shall not be permitted to drop more than six courses taken while enrolled as an undergraduate at the College District or another public institution of higher education. ~~For A~~ “dropped course” is a course in which a student enrolled for credit, but did not complete, under the limit to apply following conditions:

1. The student ~~must be~~ was permitted to drop the course without receiving a grade or being penalized academically;
2. The student’s transcript ~~must indicate~~ indicates or will indicate the student was enrolled in the course past the census date; and
3. The student ~~must did~~ not ~~have dropped~~ drop or is not dropping the course to withdraw from the ~~College District~~ institution.

**Exceptions
Good Cause**

A student shall be permitted to exceed the limit on the number of dropped courses if good cause exists for any of the student to drop the course. The following reasons constitute good cause:

1. A severe illness or other debilitating condition that affects the student’s ability to satisfactorily complete a course;
2. ~~The~~ Responsibility for the care of a sick, injured, or needy person ~~if providing that care, the provision of which~~ affects the student’s ability to satisfactorily complete a course;
3. The death of a member of the student’s family as defined by law;
4. The death of a person who has such a sufficiently close relationship to the student, as defined by law, that the person’s death is considered to be a showing of good cause, as determined on a case-by-case basis;
5. The student’s active ~~duty~~ duty military ~~duty~~ service;

INSTRUCTIONAL ARRANGEMENTS
COURSE LOAD AND SCHEDULES

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	<ol style="list-style-type: none">6. The active-duty military service of a member of the student's family or a person who has <u>such</u> a sufficiently close relationship to the student <u>that the person's active-duty military service is considered to be a showing of good cause</u>;7. A change in the student's work schedule that is beyond the student's control and affects the student's ability to satisfactorily complete the course; or8. A disaster declared by the governor that prevents or limits in-person course attendance for a period determined by the College District, in accordance with law, to significantly affect the student's ability to participate in coursework.
<i>Reenrolled Students</i>	A qualifying reenrolled student may drop a seventh course in accordance with law.
<i>Course Dropped During a Bachelor's Program</i>	A course dropped by a student while pursuing a bachelor's degree that the student ultimately earned may not be counted toward the limit on the number of dropped courses.
<i>Dual Credit or Dual Enrollment Course</i>	A dual credit or dual enrollment course dropped by a student before graduating from high school may not be counted toward the limit on the number of dropped courses.
<i>COVID-19 Pandemic</i>	A course dropped by a student during the 2020 spring or summer semester or the 2020-21 academic year because of a bar or limit on in-person course attendance due to the COVID-19 pandemic may not be counted toward the limit on the number of dropped courses.
Procedures	The College President shall develop procedures to implement this policy and shall publish the procedures in the College District catalog.
<u>Appeals</u>	<u>A student may appeal decisions under this policy through FLD(LOCAL) beginning at the appropriate level.</u>
<u>Exception</u>	<u>If the decision relates to a request for an exemption based on a severe illness or debilitating condition that the student contends constitutes a disability in need of accommodation, the student may appeal the decision in accordance with the College District's procedures addressing disability accommodations for students.</u>

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

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

**Statement of
Nondiscrimination**

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

Definitions

Discrimination

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

*Sexual Harassment
By an Employee*

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

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

By Others

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

Sexual Violence

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

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

Domestic Violence “Domestic violence” means violence committed by:

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

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

For the purposes of this definition:

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

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

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

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

Gender-Based
Harassment

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

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

Examples

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

Prohibited Conduct

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

Complainant

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

Respondent

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

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Confidential
Employee

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

**Reporting
Procedures**

Student Report

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

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

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

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

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

Exception

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

Employee Report

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

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

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Exceptions	A person who received the information solely from a disclosure at a sexual harassment, sexual assault, dating violence, or stalking public awareness event sponsored by a postsecondary educational institution or by a student organization affiliated with the institution is not required to report the prohibited conduct unless the person has the authority to institute corrective measures on behalf of the College District.	
Disclosure at Event		
Employee Subject to Confidentiality Rules	Absent the student's consent, or unless required by law, a confidential employee shall only be required to disclose the type of incident reported and may not disclose information that would violate the student's expectation of privacy. If multiple confidential employees receive information about the same alleged incident, then only one report disclosing the type of incident must be submitted.	
Prior Report	A person who has either learned of an incident of prohibited conduct during the course of the College District's review or process, or has confirmed with the person or office overseeing the review or process that the incident has been previously reported, is not required to report the prohibited conduct.	
Title IX Coordinator	Reports of discrimination based on sex, including sexual harassment and gender-based harassment, may be directed to the Title IX coordinator. The College District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, and related state and federal laws:	
	Title IX Coordinator:	Felix Recio Alicia Magallanes Lilia A. Leal Garcia
	Address:	1700 Ridgely Road 80 Fort Brown , Brownsville, TX 78520
	Telephone:	(956) 295-3774 (956) 295-3377
	Fax:	(956)948-9459
	Email:	lilia.lealgarcia@tsc.edu Title IX Coordinator email ¹
	Webpage:	Title IX/Sexual Misconduct webpage ²
Responsible Employees	All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance with Title IX.	
Timely Reporting	A failure to immediately report prohibited conduct may impair the College District's ability to investigate and address the conduct.	

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Consolidate Reports	When the allegations underlying two or more reports arise out of the same facts or circumstances, the College District may consolidate the reports.
Advisor	Each party to the complaint may be assisted by an advisor of the party's choice who may participate in the proceedings in a manner consistent with College District procedures.
Conflict of Interest Prohibited	No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall have a conflict of interest or bias.
Training	A person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law and College District procedures.
Days	"Days" shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."
Extension of Timelines	Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an extension and the reason for the extension.
Investigation of the Report	The College District may request, but shall not require, a written report. If a report is made orally, the Title IX coordinator or designee shall reduce the report to written form.
Initial Assessment	<p>Upon receipt or notice of a report, the Title IX coordinator shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the Title IX coordinator shall promptly offer supportive measures to the complainant. The Title IX coordinator shall explain the process for filing a formal complaint and assess any request not to investigate. If the College District moves forward with the investigation, the Title IX coordinator shall immediately provide notice to the known parties to the complaint.</p> <p>If the Title IX coordinator determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the Title IX coordinator shall refer the complaint for consideration under the appropriate policy.</p>
<i>Request Not to Investigate</i>	The complainant may request that the College District not investigate the allegations. If the complainant requests that the allega-

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

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

Formal Complaint	To be considered a formal complaint under Title IX, the complainant or the Title IX coordinator must sign the written report.
Notice to Parties	<p>The notice to the parties must describe the allegations and the formal and informal options for resolution of the complaint. The notice must state that the respondent is presumed not responsible until a determination regarding responsibility is made. The notice must also include information regarding the option to select an advisor, the opportunity to inspect and review evidence, and the prohibition on knowingly making false statements or submitting false information during the investigation and any ensuing proceedings.</p> <p>If the allegations are subsequently amended, the College District shall provide an updated notice reflecting the new allegations.</p>
Informal Resolution	The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution of the complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within 10 days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process. This process is not available in situations where an employee is alleged to have sexually harassed a student.
Formal Resolution	If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation, except as provided below at Criminal or Regulatory Investigation.
Supportive Measures	If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to address prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive

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

**College District
Investigation**

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

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

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

At least 10 days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.

**Criminal or
Regulatory
Investigation**

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

**Concluding the
Investigation**

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

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

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Notification of the Report	<p>The Title IX coordinator shall provide the investigation report, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the complainant and the respondent promptly following receipt. The parties shall be given 10 days to respond to the report.</p>
College District Action	<p>The Title IX coordinator shall submit the investigation report and any response from the parties to the vice president of student development promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.</p> <p>The vice president of student development or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed 10 days, following the receipt of the investigation report. The hearing shall be conducted in accordance with law and College District procedures.</p> <p>After the hearing, the vice president of student development or designee shall determine whether each individual allegation of prohibited conduct occurred using a preponderance of the evidence standard and determine the appropriate disciplinary or corrective action. In making the determination, the vice president of student development or designee shall evaluate all relevant evidence objectively and shall not make credibility assessments based on a person's status as the complainant, the respondent, or a witness. The vice president of student development or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.</p>
Disciplinary or Corrective Action	<p>If the vice president of student development or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.</p> <p>Examples of disciplinary or corrective action may include:</p> <ul style="list-style-type: none">• Implementing the disciplinary measures described in FM for students or DH and DM series for employees;• Providing a training program for those involved in the complaint;• Providing a comprehensive education program for the College District community;• Providing counseling for the victim and the party who engaged in prohibited conduct;

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

Exception

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

Improper Conduct

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

Dismissal of Complaint

Mandatory Dismissal

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

Permissive Dismissal

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

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

Notice of Dismissal

Upon dismissal of a complaint, the Title IX coordinator or the vice president of student development or designee shall provide the parties written notice of the dismissal.

Confidentiality

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To the greatest extent possible, consistent with law, the College District shall respect the privacy of the complainant or the respondent or a person who makes a report or serves as a witness. Limited disclosures may be necessary to carry out the purposes of this policy and associated regulations and to comply with applicable law.

Retaliation

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

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

Examples

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

Failure to Report and False Claims

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

Appeal

**Discipline or
Corrective Action**

Students

Suspension

If the vice president of student development or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A conference shall be scheduled within 10 days of the notice of determination in accordance with FMA, beginning at Appeal to College District Administration.

Expulsion

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

Other Action

If the vice president of student development or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the vice president of student development or designee shall inform the student that the student may appeal the determination within 10 days in accordance with FMA, beginning at Appeal to College District Administration.

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<i>Employee</i>	If the vice president of student development or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the vice president of student development or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.
Suspension Without Pay or Termination of Contract Employees	
Other Action	If the vice president of student development or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the vice president of student development or designee shall inform the employee that the employee may appeal the determination within 10 days in accordance with DGBA, beginning at Level Three.
Other Appeals	All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]
Complaints Filed with OCR	A party shall be informed of his or her right to file a complaint with the U.S. Department of Education Office for Civil Rights (OCR).
Records Retention	Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]
Access to Policy, Procedures, and Related Materials	Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to applicants for admission and employment and annually to College District employees, students, and parents or guardians of dual credit students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials and any materials used to train a person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator shall also be prominently published on the College District's website on a dedicated page accessible through a clear link on the homepage, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to a student who makes a report.

¹ Title IX Coordinator email: lilia.lealgarcia@tsc.edu
<mailto:felix.recioalicia.magallanes@tsc.edu>

² Title IX/Sexual Misconduct webpage: <https://www.tsc.edu/institutional-divisions/finance-and-administration/human-resources/title-ix/>

Note: This policy addresses bullying targeting College District students. For provisions regarding discrimination and harassment targeting College District students, see FFDA and FFDB.

Bullying Prohibited

The College District prohibits bullying as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of College District policy and is prohibited.

Definitions

Bullying

Bullying occurs when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on College District property, at a College District-sponsored or College District-related activity, or in a vehicle operated by the College District and that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is so sufficiently severe, persistent, and pervasive that the action or threat limits or denies a student's ability to participate in or benefit from the College District's educational program.

Examples

Bullying of a student may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name-calling, rumor spreading, or ostracism.

Retaliation

The College District prohibits retaliation by a student or College District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

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

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College District investigation regarding bullying or retaliation as defined by this policy shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying or retaliation shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the College District's ability to investigate and address the prohibited conduct.

STUDENT WELFARE
FREEDOM FROM BULLYING

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**Reporting
Procedures**

Student Report

To obtain assistance and intervention, any student who believes that the student has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to an instructor, counselor, administrator, or other College District employee.

Employee Report

Any College District employee who suspects or receives notice that a student or group of students has or may have experienced bullying or retaliation shall immediately notify the vice president of **student development** ~~student services~~.

Report Format

A report may be made orally or in writing. The vice president of **student development** ~~student services~~ or designee shall reduce any oral reports to written form.

Prohibited Conduct

The vice president of **student development** ~~student services~~ or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFDA or FFDB, including harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, disability, or age. If so, the College District shall proceed under policy FFDA or FFDB, as appropriate, instead. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFDA or FFDB, as appropriate, shall include a determination on each type of conduct.

**Investigation of the
Report**

The vice president of **student development** ~~student services~~ or designee shall conduct an appropriate investigation based on the allegations in the report. The vice president of **student development** ~~student services~~ or designee shall promptly take interim action calculated to prevent bullying or retaliation, as defined by this policy, during the course of an investigation, if appropriate.

**Concluding the
Investigation**

Absent extenuating circumstances, the investigation should be completed within ten College District business days from the date of the initial report alleging bullying or retaliation, as defined by this policy; however, the vice president of **student development** ~~student services~~ or designee shall take additional time if necessary to complete a thorough investigation.

The vice president of **student development** ~~student services~~ or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying or retaliation, as defined by this policy, occurred. A copy of the report shall be sent to the College President or designee.

**College District
Action**

If the results of an investigation indicate that bullying or retaliation as defined by this policy occurred, the College District shall

STUDENT WELFARE
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promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

Corrective Action

Examples of corrective action may include:

- Implementing a training program for the individuals involved in the complaint;
- Implementing a comprehensive education program for the College District community;
- Conducting follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred;
- Involving students in efforts to identify problems and improve the College District climate;
- Increasing staff monitoring of areas where bullying or retaliation has occurred; and
- Reaffirming the College District's policy against bullying and retaliation.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of bullying or retaliation as defined by this policy, the College District may take disciplinary or any other appropriate corrective action.

Confidentiality

To the greatest extent possible, the College District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal through FLD(LOCAL), beginning at the appropriate level.

Records Retention

Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]

Access to Policy and Procedures

Information regarding this policy and accompanying procedures shall annually be made available to College District employees and students and shall be published on the College District's website. Copies of the policy and procedures shall be readily available at the College District's administrative offices.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT COMPLAINTS

FLD
(LOCAL)

Guiding Principles

Informal Process

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.

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

A student may initiate the formal process described below by timely filing a written complaint form.

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.

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 student for bringing a concern or complaint.

Notice to Students

The College District shall inform students of this policy through appropriate College District publications.

Complaints

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

Other Complaint Processes

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:

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]
5. 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, 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 postmarked 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.

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.

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 academic dean or dean of students 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 re-

sponse 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 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 [G head of district/college/ESC, initial upper case] 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.

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 [G head of district/college/ESC, initial upper case] 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 [G head of district/college/ESC, initial upper case] 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.

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.

**Due Process
Statement**

Any student accused of violating the Student Code of Conduct shall have the right to expect consistent and fair procedures for due process in resolving the alleged breach of the Student Code of Conduct. [See the College District's student handbook regarding student rights and responsibilities]

**Interim Disciplinary
Action**

The [C position handling student discipline] or designee may take immediate disciplinary action, including suspension pending a hearing, against a student for policy violations if the continuing presence of the student poses a danger to persons or property or an ongoing threat of disrupting the educational environment.

**Disciplinary Appeals
Committee**

The disciplinary appeals committee shall be convened:

1. On request of a student appealing a penalty other than suspension or expulsion. The request must be filed in writing, on a form provided by the College District, within ten College District business days of the date of the administration's written notice.
2. Automatically, if the [C position handling student discipline] or designee determines that a student committed misconduct warranting suspension.

Composition

The disciplinary appeals committee shall be composed of at least three College District employees and a minimum of one current College District student. The members of the disciplinary appeals committee and the committee chairperson shall be designated according to procedures developed by the [G head of district/college/ESC, initial upper case]. All members of the disciplinary appeals committee shall be eligible to vote during the hearing.

Hearing Notice

The [C position handling student discipline] or designee shall notify the student by letter of the date, time, and place for the hearing. Unless the student and the [C position handling student discipline] or designee otherwise agree, the hearing shall take place within a reasonable time period, not to exceed ten College District business days after the date of the student's request for the hearing or the [C position handling student discipline] or designee's determination that the student should be suspended.

***Contents of
Notice***

The notice shall:

1. Direct the student to appear on the date and at the time and place specified.
2. Advise the student of his or her rights:
 - a. To have a private hearing.

- b. To be assisted by an adviser or legal counsel at the hearing.
 - c. To call witnesses, request copies of evidence in the College District's possession, and offer evidence and agreement on his or her own behalf.
 - d. To make an audio recording of the proceedings, after first notifying the [C position handling student discipline] or designee in advance of the hearing, or, at the student's own expense, to have a stenographer present at the hearing to make a stenographic transcript of the hearing.
 - e. To ask questions of each witness who testifies against the student.
3. Contain the names of witnesses who will testify against the student and a description of documentary and other evidence that will be offered against the student.
 4. Contain a description of the allegations of misconduct in sufficient detail to enable the student to prepare his or her defense against the charges.
 5. State the proposed punishment or range of punishments that may be imposed.

Failure to Appear
for Hearing

The disciplinary appeals committee may impose appropriate punishment upon a student who fails without good cause to appear for the hearing; for purposes of assessing punishment, the committee may proceed with the hearing in the student's absence.

Hearing Procedure

The hearing shall proceed as follows:

1. The chairperson shall read the description of the misconduct.
2. The chairperson shall inform the student of his or her rights.
3. The designated official or representative shall present the College District's case.
4. The student or representative shall present the student's defense.
5. The designated College District official or representative shall present rebuttal evidence.
6. The committee members may ask questions of witnesses testifying on behalf of the student or the College District.

7. The designated official or representative shall summarize and argue the College District's case.
8. The student or representative shall summarize and argue his or her case.
9. The designated official or representative shall have an opportunity for rebuttal argument.
10. The committee members shall deliberate in closed session. The committee members shall vote on the issue of whether or not the student violated College District policies and procedures, including the rules for student conduct.
11. If the committee finds the student did commit misconduct, the committee shall determine whether the penalty assessed, or proposed in the case of suspension, by the [C position handling student discipline] or designee is appropriate and, if necessary, shall assess a different or additional penalty.
12. The committee chairperson shall communicate the decision and any findings of facts in support of the committee's decision to the student in writing within ten College District business days of the hearing. The notice shall include procedures for appealing the committee's decision to the [G head of district/college/ESC, initial upper case].

All hearings shall be recorded by the College District. A stenographic digest of the recording shall be made if needed for an appeal, and, on request, the student shall be given a copy of the digest. The student or the student's representative may listen to the tape recording and compare it with the digest.

Evidence

Evidence shall be handled in accordance with the following:

1. Legal rules of evidence do not apply; the committee chairperson may admit evidence or exclude evidence considered to be irrelevant, immaterial, and unduly repetitious.
2. At the hearing, the College District shall be required to prove by a preponderance of the evidence that the charges are true.
3. A student may not be compelled to testify.
4. The committee shall determine if a violation has occurred and assess an appropriate penalty based solely on the evidence presented at the hearing.

**Appeal to College
District
Administration**

A student may, within ten College District business days of receiving notice of the disciplinary appeal committee's decision, petition in writing the [G head of district/college/ESC, initial upper case] to

review the decision. The student's petition shall state with particularity why the decision is believed to be incorrect. After receiving notice of the appeal, the disciplinary appeals committee chairperson shall forward all evidence considered during the hearing, the audio recording of the hearing, and the digest of the hearing, if applicable, to the [G head of district/college/ESC, initial upper case].

The [G head of district/college/ESC, initial upper case] shall hold a conference within ten College District business days after the appeal notice is filed. At the conference, the student may provide information concerning any documents or information relied on by the committee. The [G head of district/college/ESC, initial upper case] may set reasonable time limits for the conference. The conference shall be audio recorded.

The [G head of district/college/ESC, initial upper case] shall provide the student a written response, stating the basis of the decision, within ten College District business days following the conference. In reaching a decision, the [G head of district/college/ESC, initial upper case] may consider the evidence included in the student's petition, provided during the conference, and forwarded by the committee chairperson. The [G head of district/college/ESC, initial upper case] may act to affirm, modify, remand, or reverse the decision of the disciplinary appeals committee.

Appeal to Board

If the [G head of district/college/ESC, initial upper case] affirmed or modified the decision of the disciplinary appeals committee 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 College District business days after receipt of the written response from the [G head of district/college/ESC, initial upper case], or, if no response was received, within ten College District business days of the response deadline.

The [G head of district/college/ESC, initial upper case] or designee shall inform the student of the date, time, and place of the Board meeting at which the appeal will be on the agenda for presentation to the Board.

The [G head of district/college/ESC, initial upper case] or designee shall provide the Board the evidence presented to the [G head of district/college/ESC, initial upper case], as well as the audio recording of the [G head of district/college/ESC, initial upper case]'s conference with the student and the written response provided by the [G head of district/college/ESC, initial upper case] to the student.

The College District shall determine whether the appeal 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 the administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the appeal 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 hearing. The hearing, 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 evidence. 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 evidence by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the [C position handling student discipline]'s decision.

Expulsion Hearing

If the [C position handling student discipline] or designee determines that the student's misconduct warrants expulsion [see Conference, above], the Board shall convene to conduct an expulsion hearing. The [G head of district/college/ESC, initial upper case] or designee shall inform the student of the date, time, and place of the Board meeting at which the appeal will be on the agenda for presentation to the Board. The notice shall contain the contents described at Disciplinary Appeals Committee—Contents of Notice, above.

The [G head of district/college/ESC, initial upper case] or designee shall provide the Board the documentation presented by the [C position handling student discipline].

The Board shall proceed according to the procedures set out at Disciplinary Appeals Committee—Failure to Appeal for Hearing, Hearing Procedure, and Evidence, above, with the Board substituted for references to the committee and the presiding officer of the Board substituted for the committee chairperson.