MINUTES OF THE
WORKSHOP AND REGULAR MEETING OF THE BOARD OF TRUSTEES
LONE STAR COLLEGE SYSTEM
TRAINING AND DEVELOPMENT CENTER BOARD ROOM
5000 RESEARCH FOREST DRIVE
THE WOODLANDS, TEXAS 77381-4356
December 3, 2015
6:00 p.m.

PRESENT:  Ms. Linda Good, Chair
Dr. Kyle Scott, Vice-Chair
Dr. Ron Trowbridge, Secretary
Dr. Alton Smith, Assistant Secretary
Mr. Bob Wolfe
Mr. David Vogt
Mr. Ken E. Lloyd
Mr. Art Murillo

ABSENT:  Dr. David Holsey

WORKSHOP AND REGULAR MEETING

I. CALL TO ORDER:  Ms. Good called the workshop and regular meeting of the Board of Trustees to order at 6:00 p.m. after determining that a quorum was present.

II. PLEDGE OF ALLEGIANCE:  Mr. Vogt led the Board and guests in reciting the Pledge of Allegiance.

III. CERTIFICATION OF THE POSTING OF THE NOTICE OF THE MEETING:  Chancellor Head confirmed that the Notice for the meeting had been properly posted. No action was required. A copy is attached as Exhibit “A”.

IV. INTRODUCTIONS, SPECIAL GUESTS AND RECOGNITIONS:  Chancellor Head introduced Dr. Seelpa Keshvala as the next president of LSC-CyFair. Dr. Keshvala gave a brief overview of her background and her excitement about joining LSC-CyFair. Her start date is March 1, 2016.

Dr. John Barr, professor of history at LSC-Kingwood spoke about the Lone Star Book Festival that will be held at LSC-Kingwood April 8-9, 2016. It will be a world class gathering of writers, books and readers. Nationally and international fiction and non-fiction authors will speak to audiences about their ideas, meet with attendees, and sign copies of their works.
V. **WORKSHOP:** Dr. Head presented on Employee Demographics at Lone Star College, highlighting the ethnicity of employees through fall of 2015 and a comparison to other local community colleges as well as colleges throughout the United States. Dr. Head also gave statistics on those receiving masters’ degrees attained by ethnicity and how that affects the hiring pool.

VI. **CLOSED SESSION:** At 6:31 p.m. Ms. Good convened the Board in closed session, in accordance with Section 551.001 et seq. of the Texas Government Code under one or more of the following provision(s) of the Act:

Section 551.071 - Consultation with Attorney
Section 551.072 - Deliberation Regarding Real Property

VII. **RECONVRNE REGULAR MEETING:** Ms. Good reconvened the open meeting at 7:45 p.m.

VIII. **APPROVAL OF THE MINUTES OF THE OCTOBER 30-31, 2015 BOARD RETREAT AND THE NOVEMBER 5, 2015 WORKSHOP AND REGULAR MEETING:** upon a motion by Dr. Trowbridge and a second by Dr. Scott the board approved the minutes of the October 30-31, 2015 Board Retreat. Upon a motion by Dr. Smith and a second by Mr. Murillo the board approved the minutes of the November 5, 2015 Workshop and Regular Board Meeting.

IX. **SPECIAL REPORTS AND ANNOUNCEMENTS:**

1. **Chancellor:** Chancellor Head stated that a conference on disabilities was held at LSC-Tomball by the office of expanded learning and we cohosted the Pathways Conference with TACC; part of student success, student completion and helping and guiding students through their academic and workforce programs. Dr. Head introduced reporter Shawn Arrajj from Community Impact.

Dr. Gerald Napoles, president of LSC-North Harris, gave a brief overview of the All Male Summit on November 6, 2015 with 135 students. The theme was “No Man Left Behind” - the military life represented soldiers that would not abandon each other in the face of hardship and struggles. The summit emphasized three points: 1. You can do anything in life if you are ambitious with your goals. 2. Never give up. 3. Nothing is truly possible without support from others.

Mr. Shah Ardalan, president of LSC-University Park, said that THECB awarded Best in Class to LSC-UP Education and Career Positioning System. LSC-UP and LSC-Montgomery were two of the seven finalists. LSC-UP hosted the LSC-Tomball leadership team to discuss Better Together and LSC-UP has donated a tree to plant at the LSC-Tomball campus.

Dr. Head announced the dedication for the Creekside Center will be held on Friday, January 15, 2015 from 10 a.m. - noon.
2. **College Presidents:** Dr. Gerald Napoles, president of LSC-North Harris spoke about the LSC-20/20 Cultural Beliefs. LSC 20/20 is a leader led cultural transformation process designed to create a culture of accountability so that Lone Star College can achieve key results. It empowers stakeholders to define and develop cultural beliefs. Partners with Leadership (Change the Culture Change the Game) and key leadership personnel met to come up with the six key cultural beliefs: Students Matter, Inspire Excellence, Act Intentionally, Better Together, No Fear and Trust.

3. **Vice Chancellors:** Mr. Mario Castillo, general counsel, addressed the board to clarify facts stated from the last board meeting.

Mr. Ray Laughter, vice chancellor of external affairs, announced that Lone Star College received 12 NCMPR Medallion Awards. Gold Award: Bond Election Campaign, Gold Award – Poster Series Used for Texas Veterans, Silver Award – Challenge Coins, Silver Award – Print Ads used to distribute to parents and students, Silver Award – Print Catalog, Silver Award – Video Shorts. LSC-Kingwood received Gold Award for Student Handbook, Silver Award – Outdoor media work and print flyers, Bronze Awards – Print Poster, Interior Signage for Fire Academy, and Calendar.

Mr. Laughter also presented the new branding for Lone Star College – **Tomorrow Starts Today.** The spring 2016 enrollment campaign, outdoor billboards, digital and videos were presented.

4. **Faculty Senate Presidents:** Ms. Kiwana Francis, faculty senate president of LSC-North Harris, gave a presentation on Workforce – Different Options for Students. LSC recognizes that some students intend to transfer and some wish to go directly into the workforce and works to give all students the appropriate support.

5. **Board Members:** No reports from the board committees.

Mr. Art Murillo spoke about recent board development workshops he had recently attended and their benefits.

Dr. Ron Trowbridge attended the lawyer’s roundtable at the October ACCT Congress and spoke about an opinion on guns on campus that might affect the new law allowing campus carry.

X. **CITIZENS DESIRING TO ADDRESS THE BOARD:** Mr. John Burghduff, representing the AFT, congratulated and welcomed Dr. Seelpa Keshvala as the new president of LSC-CyFair. Mr. Burghduff spoke in support of the policy changes in Action Items 1 – 3 and would like to see an Anti-Bullying Policy and the Non-discrimination policy addressed in relation to gender identity and gender expression.

XI. **CONSIDERATION OF THE CONSENT AGENDA:** Items number 1, 2, 3, 5, 6 and 7 were pulled from the agenda to be considered separately. Ms. Good proceeded with the Consent Agenda. Dr. Trowbridge made a motion to approve items 4, 8, 9, 10, 11, 12, 13,
14 and 15. Dr. Smith seconded the motion and the Board unanimously passed the Consent Agenda. A copy is attached as Exhibit “B”.

XII. POLICY REPORT AND CONSIDERATIONS:

1. Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section IV.F.10.10, First Level Appeal (FIRST READING): the Board of Trustees reviewed an Amendment to the Recommended Revisions of the LSCS Board Policy Section IV.F.10.10, First Level Appeal. This constitutes a first reading with the final reading to be at the February 4, 2016 meeting. A copy is attached as Exhibit “C”.

2. Consideration of Recommended Revision of the Lone Star College System Board Policy Manual Section VI.A through VI.F.6, Students (FIRST READING): the Board of Trustees reviewed Amendments to the College’s Board Policy Section VI, covering most of the policies affecting students. This constitutes a first reading with the final reading to be at the February 4, 2016 meeting. A copy is attached as Exhibit “D”.

3. Consideration of the Recommended Addition of the Lone Star College System Board Policy Manual Section IV.B.3A, Campus Peace Officers (FIRST READING): the Board of Trustees reviewed an addition to the Lone Star College Policy Manual. The new section would be Section IV.B.3A, Campus Peace Officers, and would delegate appointment and commissioning authority to the Chancellor or a designee. The hiring of campus peace officers would follow the College’s standard hiring policies and procedures. This constitutes a first reading with the final reading to be at the February 4, 2016 meeting. A copy is attached as Exhibit “E”.

4. Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual’s Sexual Violence Policy (ACTION ITEM 1): upon a motion by Dr. Smith and a second by Mr. Lloyd the Board of Trustees approved the recommended revisions to the LSCS Board Policy Manual’s Sexual Violence Policy. Dr. Trowbridge, Dr. Scott and Mr. Vogt opposed. A copy is attached as Exhibit “F”.

5. Consideration of Approval of the Recommended Revision of the Lone Star College System Board Policy Manual’s Contractual Termination Notice and Appeal Section (ACTION ITEM 2): upon a motion by Dr. Smith and a second by Mr. Vogt the Board of Trustees approved the recommended revisions to LSCS Policy Manual Section IV.F.10.12 and Section IV.F.10.13 addressing the College’s policies governing the termination of a contractual employee’s employment contract. A copy is attached as Exhibit “G”.

6. Consideration of Approval of the Recommended Revision of the Lone Star College System Board Policy Manual’s Change in Contract Status Section (ACTION ITEM 3): upon a motion by Mr. Murillo and a second by Dr. Trowbridge the Board of Trustees approved the recommended revisions to LSCS Policy Manual Section
IV.F.8.01, Section IV.F.8.02, and Section IV.F.8.03 addressing changes in contract status policies for contractual employees. A copy is attached as Exhibit “H”.

7. Consideration of Approval of the 2016-2017 Academic Calendar (ACTION ITEM 4): the Board of Trustees approves the proposed academic calendar. This item was passed in the Consent Agenda. A copy is attached as Exhibit “I”

XIII. FINANCIAL REPORTS AND CONSIDERATIONS:

1. Monthly Financial Statements: Ms. Cindy Gilliam, vice chancellor for administration and finance, presented the monthly financial statements, for the months ended October 31, 2015. A copy is attached as Exhibit “J”.

2. Consideration of Approval and Acceptance of the Comprehensive Annual Financial Report (“CAFR”) and the Independent Auditors’ Reports (ACTION ITEM 5): upon a motion by Mr. Wolfe and a second by Mr. Vogt the Board of Trustees approves the Board Audit and Finance Committee’s recommendation regarding the approval and acceptance of the CAFR and the independent auditors’ reports. A copy is attached as Exhibit “K”.

3. Consideration of Approval of Order Authorizing the Issuance of Lone Star College System Revenue Financing System Refunding Bonds, Series 2016, and the Redemption and/or Defeasance of Certain Outstanding Debt (ACTION ITEM 6): upon a motion by Mr. Lloyd and a second by Mr. Murillo the Board of Trustees approves the order authorizing the issuance of Lone Star College System Revenue Financing System Refunding Bonds, Series 2016, and the redemption and/or defeasance of certain outstanding debt. This authorization will remain in effect for up to twelve months from the date of Board approval. A copy is attached as Exhibit “L”.

4. Consideration of Approval of Order Authorizing the Issuance of Lone Star College System Limited Tax General Obligation Refunding Bonds, Series 2016, and the Redemption and/or Defeasance of Certain Outstanding Debt (ACTION ITEM 7): upon a motion by Mr. Lloyd and a second by Mr. Murillo the Board of Trustees approves the order authorizing the issuance of Lone Star College System Limited Tax General Obligation Refunding Bonds, Series 2016, and the redemption and/or defeasance of certain outstanding debt. This authorization will remain in effect for up to twelve months from the date of Board approval. A copy is attached as Exhibit “M”.

5. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Additional Agreements or Amendments to existing Agreements for the Purchase of Electricity Services (ACTION ITEM 8): the Board of Trustees authorizes the Chancellor or designee to negotiate and execute additional agreements or amendments to existing agreements with Energy For Schools (“EFS”), Two Park Ten Place, 16300 Katy Freeway, Suite 140, Houston, TX 77094, for the purchase
of electricity services for a period of up to 42 months, beginning December 4, 2015, through June 30, 2019. This item was passed in the Consent Agenda. A copy is attached as Exhibit “N”.

6. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract to Purchase Construction Manager at Risk (“CMAR”) Services for the Petrochemical/Refinery Simulation Training Laboratory at the LSC-Kingwood Process Technology Center at Generation Park (ACTION ITEM 9): the Board of Trustees authorizes the Chancellor or designee to negotiate and execute a contract to purchase CMAR services for the Petrochemical/Refinery Simulation Training Laboratory at LSC-Kingwood Process Technology Center at Generation Park with Tellepsen Industrial, LLC, 3508 East Pasadena Blvd, Pasadena, Texas 77503, for an amount not-to-exceed $2,000,000. This item was passed in the Consent Agenda. A copy is attached as Exhibit “O”.

7. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute the Guaranteed Maximum Price (“GMP”) Contracts for the Balance of Construction Services Related to the LSC-CyFair Main Campus Phase One, Group 1A Projects Under the 2014 General Obligation Bond Construction Program (ACTION ITEM 10): the Board of Trustees authorizes the Chancellor or designee to negotiate and execute the GMP contracts for the balance of the construction services related to the LSC-CyFair Main Campus phase one, group 1A projects under the 2014 General Obligation Bond Program with Durotech, Inc., 11931 Wickchester Lane, Suite 205, Houston, TX 77043, in the amount of $23,814,341. This item was passed in the Consent Agenda. A copy is attached as Exhibit “P”.

8. Consideration of Approval to Purchase Additional Telecommunication Services for the System (ACTION ITEM 11): the Board of Trustees approves the purchase of additional telecommunication services for the College up to $105,000 in year five of the contracts from the following vendors: Windstream (PAETEC), 600 Willowbrook Office Park, Fairport, NY 14450; Consolidated Communications, 350 S. Loop 336 W, Conroe, TX 77304; AT&T 6500 W. Loop South, Bellaire, TX 77401; and Century Link Communications, 321 Higgins Street Humble, TX 77338. This would bring the total estimated cost of these services to $460,000 in year five and would increase the total not-to-exceed cost to $1,660,000 over the five-year period. This item was passed in the Consent Agenda. A copy is attached as Exhibit “Q”.

9. Consideration of Approval to Purchase Grocery Supplies (ACTION ITEM 12): the Board of Trustees approves the purchase of grocery supplies from The Premier Group Purchasing Organization (“Premier”) through U. S. Foods, Inc., 111 Alliant Drive, Houston, Texas 77032, for an estimated annual amount of $455,000 and a total not-to-exceed amount of $1,365,000 over the next three years. This item was passed in the Consent Agenda. A copy is attached as Exhibit “R”.

10. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Agreement with the Beltway Eight Corporate Centre Commercial
Property Owners Association to Provide Secondary Roadway Access to the LSC-CyFair Information Technology Satellite Center Property (ACTION ITEM 13): the Board of Trustees authorizes the Chancellor or his designee to negotiate and execute an agreement with the Beltway Eight Corporate Centre Commercial Property Owners Association to provide secondary roadway access to the LSC-CyFair Information Technology Satellite Center property. This item was passed in the Consent Agenda. A copy is attached as Exhibit “S”.

XIV. BUILDING AND GROUNDS REPORTS:

Construction Projects Update: the Board reviewed the report as presented. A copy is attached as Exhibit “T”.

XV. PERSONNEL REPORTS AND CONSIDERATIONS:

1. Consideration of Ratification of Appointments (ACTION ITEM 14): the Board unanimously ratified the appointments as presented. This item was passed in the Consent Agenda. A copy is attached as Exhibit “U”.

2. Consideration of Acceptance of Resignations (ACTION ITEM 15): the Board unanimously accepted the resignations as presented. This item was passed in the Consent Agenda. A copy is attached as Exhibit “V”.

XVI. SUGGESTED FUTURE AGENDA ITEMS: None

XVII. ADJOURNMENT: There being no further business, the meeting was adjourned at 9:22 p.m.

ATTEST:

[Signatures]

Board of Trustees, Chair

Board of Trustees, Secretary
Certification of Posting of Notice to the December 3, 2015
Workshop and Regular Meeting of the
Lone Star College System’s
Board of Trustees

I, Stephen C. Head, Chancellor of the Lone Star College System, do hereby certify that a notice of this meeting was posted on Monday the 30th day of November, 2015 in a place convenient to the public in the Administration Office of the Central Services and Training Center, on all college campuses and on the system website as required by Section 551.002 et seq., Texas Government Code. Special notice of the meeting was provided to the news media as required by Section 551.001 et seq., Texas Government Code.

Given under my hand this the 30th day of November, 2015.

LONE STAR COLLEGE SYSTEM

____________________
Stephen C. Head
Chancellor
Consideration of Consent Agenda

Board Meeting 12-3-15

Consent Agenda: A roll call of individual action items will determine the consent agenda. If a trustee has a question or plans to cast a negative vote regarding a specific recommendation, then the trustee/trustees need to acknowledge their intention to the Chair by show of hand during the roll call: this action item will be considered in the regular order of business as an individual action item.

Those action items that the trustees plan to approve without further question or discussion will be placed on the consent agenda during roll call of individual action items. Upon the creation of the consent agenda, a motion, a second to the motion and unanimous approval of the Board of Trustees is needed to approve the action items. Upon approval of the consent agenda, the Board of Trustees will proceed with the remainder of the agenda.

Tally Of Action Items

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<tr>
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<th>Action Item</th>
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<th>Chancellor Recommended Separate Action</th>
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<td>Approve 2016-2017 Academic Calendar</td>
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<td>Approve CAFR and Independent Auditor’s Report</td>
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<td>Approve Issue/Revenue Finance System Refund Bonds</td>
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<td>Approve Chan/Neg/GMP/Contracts/CyFair/CMAR</td>
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<td>Approve Purch/Telecommunications Sys for System</td>
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Exhibit "B"
Policy Report and Consideration No. 1  (FIRST READING)  Board Meeting 12-3-15

Request: Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section IV.F.10.10, First Level Appeal (FIRST READING)

Chancellor’s Recommendation: That the Board of Trustees review and approve an Amendment to the Recommended Revisions of the LSCS Board Policy Section IV.F.10.10, First Level Appeal.

Rationale: The current version of Section IV.F.10.10 (First Level Appeal) requires a decision to be made within five working days of receipt of the appeal, but provides for a grievance appeal conference to be held within 10 days of receipt of appeal. This is inconsistent with Sections IV.F.10.09 (Presentation of Formal Grievance) and IV.F.10.11 (Second Level Appeal) which provide for a decision to be made within five working days after the corresponding conference which must be held within 10 days of receipt of the grievance or appeal. Thus, a decision under the current version of Section IV.F.10.10 (First Level Appeal) could be required prior to the grievance appeal conference being held. By amending the Board Policy Section IV.F.10., consistent timelines can be established between Sections IV.F.10.09 (Presentation of Formal Grievance), IV.F.10.10 (First Level Appeal), and IV.F.10.11 (Second Level Appeal).

Fiscal Impact: None

Staff Resource: Mario K. Castillo  832-813-6655
              Helen Clougherty  832-813-6514
IV.F.10.10 First Level Appeal

In the event that the grievance has not been resolved or the timeframe has elapsed without the grievance being addressed or a decision rendered, the grievant may present the grievance to the college president or, for System office grievants, their vice chancellor in the form of a written appeal. A written appeal must be presented within ten (10) working days from receipt of the vice president or associate vice chancellor/chief area officer’s decision. It is the responsibility of the grievant to initiate the appeal and to provide to the president or vice chancellor all documentation, including any correspondence about the grievance with the vice president or associate vice chancellor/chief area officer, and the vice president or associate vice chancellor/chief area officer’s decision. The employee may submit additional information in response to any information collected and relied upon by the vice president or associate vice chancellor/chief area officer.

Within three (3) working days of receiving the appeal, the president/vice chancellor must confirm receipt of the grievance and provide a brief summary of the grievance to the Chancellor who will then immediately forward the summary to each member of the Board’s Grievance Committee. A grievance appeal conference must be held within ten (10) working days of receipt of the grievance. A written decision must be rendered by the president/vice chancellor within five (5) working days after the grievance appeal conference. The written decision shall set forth the basis of the decision and any additional information or documents obtained after the appeal conference.

In reaching a decision, the president/vice chancellor may consider the information presented at the grievance conference, and any other relevant documents or information the president/vice chancellor believes will help resolve the complaint.

The timelines set out above may be extended by mutual written consent of the parties.
## Request:

Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI, Students *(FIRST READING)*

## Chancellor’s Recommendation:

That the Board of Trustees review and approve Amendments to the College’s Board Policy Section VI, covering most of the policies affecting students.

## Rationale:

The current version of Section VI is unclear. Clarity is important in this particular section because it contains most of the policies that affect a student’s day-to-day life at the College. Certain component sections of Section VI, e.g., student discipline, student responsibilities, student disability and First Amendment rights, need to be updated to reflect changes in the law.

## Fiscal Impact:

None

## Staff Resource:

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<tr>
<td>Mario K. Castillo</td>
<td>832-813-6655</td>
</tr>
<tr>
<td>Helen Clougherty</td>
<td>832-813-6514</td>
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SECTION VI – STUDENTS

VI.A. ADMISSIONS

VI.A.1.01 Admissions Policy
The College is an open-enrollment community college system. It identifies, attracts, enrolls, and retains students reflecting the College’s diverse population. The College does not consider race, color, sex, sexual orientation, gender identity, national origin, religion, disability, age, or military status in admissions.

VI.A.1.02 Definitions

(a) **Academic Fresh Start** means the College does not average grades from courses taken 10 or more years before the start of the applicant’s first semester. The College may not give any applicant under this program course credit for courses older than 10 years.\(^1\) The applicant must be a Texas resident.

(b) **Active Military Service** means active service as a U.S. Armed Forces or the Texas National Guard member. A student withdrawing from the College to complete training exercises as a Texas National Guard member does not qualify.\(^2\)

(c) **Chief Student Services Officer** means the official on a member-college’s campus who has been designated as such in corresponding procedures.

(d) **Potential Students** are people that may enroll in the College’s coursework.

1. High school, secondary education, GED, or home school program graduates.
2. High school students enrolled in dual-credit or early-college programs.
3. Special admissions may be granted for (a) students aged 16 years or younger, or (b) non-high school graduates if the College finds the applicant is able to do College-level work according to the same general standards as those students who graduated from public high school.

The College may enroll potential students with valid immigration visas if they qualify under (c)(1) through (c)(4).\(^3\)

This definition applies only to the College’s general admission policy. Special admission requirements are required for some of the College’s specific programs, degrees, and certificates. Those special rules are detailed in the College’s annual course catalog.

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\(^1\) Texas Education Code § 51.931 (September 1, 1995).
\(^2\) Texas Education Code § 51.9111 (June 17, 2005).
\(^3\) Texas Education Code § 54.051 (September 1, 2005).
(e) Texas Common Admission Application Form means the adopted Texas Higher Education Coordinating Board electronic common admission application form.4

VI.A.1.03 Admission Grievance Policy
Admission rejections are rare because the College is an open-enrollment institution. However, individuals should direct admission grievances to a member-college’s Chief Student Services Officer.

VI.A.1.04 Returning from Active Military Service5
The College welcomes back veterans after active military service by waiving reapplication and readmission fees. This waiver expires one year after the veteran ends active military service. The veteran must remain otherwise eligible to enroll. The College has two additional duties under this policy.

(a) Provide the student a financial aid packet similar to the one for which the student was eligible before withdrawing for military service. This assumes the student meets the current financial aid eligibility requirements and conditions.

(b) Allow the student the same academic status the student had before the student withdrew for military service. This includes any course credit the College awarded the student.

VI.B. TUITION AND FEES

VI.B.1.01 Policy
The College’s Board of Trustees sets tuition and fees for the College’s courses.6 Texas residents pay lower tuition and fees than out-of-state residents or international students. Likewise, out-of-district Texas residents pay higher tuition and fees than in-district Texas residents. Texas law, Texas Higher Education Coordinating Board rules, and this policy determine Texas residency.

VI.B.1.02 Definitions

(a) Adult means a person aged 18 years or older.

(b) In-District Texas Resident7 means an adult Texas resident living in the College’s taxing district boundaries on the census date in the semester in which the student enrolls. It can also mean a non-adult Texas resident whose parents or guardians live within those boundaries on the census date in the semester in which the student enrolls. It can also mean property owners, and their dependents, who pay the College’s property taxes and are Texas residents. It can also mean the College’s full-time employee’s immediate

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4 Texas Education Code § 51.762 (June 17, 2005).
5 Texas Education Code § 51.9242 (effective June 17, 2005).
6 Texas Education Code § 54.008 (effective September 2001).
7 Texas Education Code § 54.052 (effective September 2005).
family members. Finally, it can also mean a Texas resident of the Acres Home Super Neighborhood attending the College’s Victory Center.

(c) Texas Resident means—for this tuition and fee policy—a person who satisfies one of several circumstances.

1. A person who lived in Texas no less than 12 straight months before the semester’s census date in which the person enrolls.

2. A dependent whose parent or guardian lived in Texas no less than 12 straight months before the semester’s census date in which the person enrolls.

3. A non-citizen person who first graduated from a Texas public or accredited private high school, home school program, or a Texas high school diploma-equivalent program. And second, lived in Texas for 36 months right before graduating or receiving a diploma-equivalent. And third, lived in Texas for 12 months before the student’s first academic semester’s census date.

4. A nonresident of Texas employed by a business or organization established in Texas under a Texas economic development and diversification program along with their spouse and children are eligible to pay resident tuition. It is irrelevant how long the person has lived in Texas. The enrolling student must file a letter of intent to establish Texas residency with the College.

5. A person who lived in Texas no less than 12 straight months before the semester's 12th day in which the person enrolls, and who holds an immigration visa allowing him or her to live in the United States.

6. A person who has filed a Petition for Permanent Resident Status (I-130 or I-140). And who has lived in Texas no less than 12 straight months before the applicable semester’s 12th day.

7. A person, ignoring immigration status, who satisfies (c)(3) above and provides the College an affidavit. The affidavit must promise that the person will apply for legal permanent residency as soon as eligible.

8. A person stationed in Texas who is an officer, enlisted, selectee, or draftee of the United States Army, Army National Guard, Air Force, Air National Guard, Navy, Marine Corps, Coast Guard, or a commissioned office in the Public Health Service. This also applies to the person’s spouse and dependent children. This definition does not apply to service members training in Texas in an isolated or routine manner.
9. A member of the United States Armed Services whose Home of Record with the military is Texas is presumed to be a Texas resident, as are his or her spouse and dependent children. A member whose Home of Record is not Texas but who provides the institution Leave and Earnings Statements that show the member has claimed Texas as his or her place of residence for the 12 straight months prior to enrollment is presumed to be a Texas resident, as are his or her spouse and dependent children.

10. A Texas resident means a service member’s spouse or child under certain circumstances. First, the service member is stationed outside Texas. Second, the member’s spouse or child resides in Texas. Third, the spouse or child gives the College a letter of intent to establish Texas residency. It is irrelevant how long the spouse or child has lived in Texas if the letter-of-intent is filed.

(d) **Out-of-District Texas Resident** means an adult Texas resident living outside the College’s taxing district boundaries on the official enrollment reporting date. It can also mean a non-adult Texas resident whose parents or guardians live outside those boundaries on the official enrollment reporting date.

(f) **Out-of-State Residents** means a person aged over 18 years who does not meet the Texas Resident definition under this section. This definition also includes persons aged less than 18 years whose parents or legal guardians resided outside of Texas for the 12 months before the applicable semester.

VI.B.1.03 Establishing Texas Residency and District Status and Grievance Policy
The College will provide applicants with a questionnaire, which becomes part of the applicant’s admissions paperwork. The College can seek more information to answer questions raised by the applicant’s responses.\(^9\) Students must also tell the admissions office on the student’s campus when a student changes residences.\(^10\) Current and returning students may be required to prove their residency through supporting documents.\(^11\) A student that does not inform the admissions office can be disciplined under the Student Code of Conduct. The student must ensure that any residency issues are resolved before registering for classes, and file any grievance or objection with their Chief Student Services Officer. The Chief Student Services Officer has final authority to determine a student’s residency under this policy.

VI.B.1.04 Texas Tuition Fund and Texas Guaranteed Tuition Plan Tuition Rates
A Texas Tuition Promise Fund or Texas Guaranteed Tuition Plan beneficiary pays in state tuition, but may be required to pay higher fees than a Texas resident as defined in this section.

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\(^9\) Texas Education Code § 54.053 (effective September 1, 2005).
\(^10\) Texas Education Code § 54.054 (effective September 1, 2005).
\(^11\) Texas Education Code § 54.055 (effective September 1, 2005).
VI.B.1.05 Errors in Texas Residency and District Status
The College may misclassify an out-of-state resident as a Texas resident. The College will charge out-of-state tuition and fees to a misclassified person starting with the first semester after the error’s discovery.

The College may also misclassify a Texas resident as an out-of-state resident. The College will immediately charge Texas resident tuition and fees to the misclassified person starting the very semester during the error’s discovery. The College shall refund the person the sums the person paid over Texas resident tuition.

VI.B.1.06 Notice of Repeated Courses and Excessive Undergraduate Hours
The College and its students benefit when students timely complete certificate and degree programs. The College may charge a student higher tuition than standard tuition for repeated courses or carrying excess hours beyond those allowed for a student to keep paying in-state tuition and fees. The higher tuition rates and criteria are published in the College’s annual course catalog.

VI.B.1.07 Tuition Waiver Based on Contractual Training Agreements
Tuition and fees may be set in a contract when a third party pays the full cost, or a significant portion, of a continuing education or training program. The tuition waiver in this section can never apply where the third party’s payment does not cover at least instructional salaries. The Chancellor may authorize exceptions to this section, and shall report the same to the Board on at least an annual basis.

VI.B.1.08 Dual Credit Tuition Waiver
Texas high school students enrolled in dual credit courses will not pay the College any tuition, but the College may still charge fees to those students.

VI.B.2. Installment Payment Plans

VI.B.2.01 Policy
The College only accepts tuition-and-fee installment payments during the fall and spring semesters. Payment plans are unavailable during mini-semester or summer semester classes. Payment plans require a student’s first payment before classes begin. Likewise, payment plans require a student’s last payment before the applicable semester’s last day. Finally, a student who uses a payment plan will pay an extra enrollment fee at enrollment for each semester the student has a payment plan. The College will tell a student about any overdue tuition or fees as soon as it can. Not paying tuition and fees may impact enrollment status.

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12 Texas Education Code § 54.056 (effective September 1, 2005).
13 Texas Education Code § 54.057 (effective September 1, 2005).
14 Texas Education Code § 54.014 (effective September 1, 2005).
15 Texas Education Code § 54.007 (effective June 17, 2011).
VI.B.2.02 Obtaining an Installment Payment Plan
The College requires students to enroll and complete necessary paperwork online for a tuition payment plan. That paperwork will include a written agreement outlining the payment plan’s terms and conditions, a promissory note as collateral for the debt, and the student’s financial aid award assignment covering the student’s tuition or fees.

The following statement in bold-faced type must be included in any student’s signed promissory note: “A student who fails to make full payment of tuition and fees, including any incidental fees, by the due date may be prohibited from registering for classes until full payment is made. A student who fails to make full payment prior to the end of the semester or session may be indefinitely denied a transcript.”

VI.B.2.03 Appealing Denial of a Transcript for Non-Payment
The student may appeal denial of an installment plan to the Chief Student Service Officer. The Chief Student Services Officer will have final authority regarding the student’s eligibility.

VI.B.2.04 Applying Financial Aid Awards to Tuition and Fees
The College applies a student’s financial aid award to pay a semester’s tuition and fees. The College will refund the balance after financial aid pays the student’s tuition and fees.

VI.B.3. Refund Policy

VI.B.3.01 Policy
The College generally refunds tuition and fees as soon as practical via a refund schedule appearing in this section. Students are advised, however, that Federal Pell Grants, FSEOG, and Direct Loans, are subject to a different policy by law.

VI.B.3.02 Refund Schedules Defined
Refund schedules are determined by the fund type, class type or course, the class semester-length, and the refund’s reason.

(a) General Refunds. Courses approved by the Texas Higher Education Coordinating Board for which credit hours are awarded are refunded in accordance with this section.\(^\text{16}\)

1. The College will provide a full refund when the College cancels a scheduled course.

2. The College will provide a partial refund when a student drops a course or withdraws before the first day of classes. That partial refund will be the balance of all tuition and fees minus any registration fee, installment plan payment fee, and any applicable late fees.

\(^{16}\) Texas Education Code § 54.0071 (effective June 17, 2011).

\(^{17}\) Texas Education Code § 54.006.
3. The College will provide a partial refund when a student drops a course or withdraws after the classes first calendar day during the fall or spring semester. That partial refund will be the prorated as a follows.

   A. Calendar days 1 through 15 = 70 percent refund.
   B. Calendar days 16 through 20 = 25 percent refund.
   C. Calendar days 21 through semester’s end = no refund.

4. The College will provide a partial refund when a student drops a course or withdraws after the first calendar day of classes during a six-week summer semester. That partial refund will be prorated as follows.

   A. Calendar days 1 through 5 = 70 percent refund.
   B. Calendar days 6 through 7 = 25 percent refund.
   C. Calendar days after the 7th day = no refund.

(b) Title IV Financial Aid Refunds. Students receiving Federal Pell Grants, FSEOG, and Direct Loans are subject to this section. Federal law requires that such students stay enrolled in classes at least 60 percent of the course schedule. Students who withdraw before that date must return funds to the federal government and the College under the following terms:

   The class schedule’s percentage that the student completed before withdrawing will be the percent of the Title IV assistance that the student earned and will not return. The College will inform the student of the percent completed and the balance owed to the College and the federal government. The student will then return the funds within 45 calendar days.

   A student that does not repay the sum owed faces serious action if no valid repayment plan exists. First, the College may deny the student future course registration, transcripts, or grades. Second, the Department of Education may deny the student eligibility for Title IV funds in the future for not returning sums owed under this section.

   Repayments will be returned to the Title IV programs in the following order: (1) unsubsidized Stafford Student Loans, then (2) Subsidized Stafford Student Loans, then (3) Plus Loan Program, then (4) Pell Grant Program, then (5) SEOG Grant Program, and finally, (6) Robert C. Byrd Honor Scholarship.

VI.B.3.03 Refund Grievance Policy

A student that believes an error has occurred regarding a refund should contact the member-college’s Vice President of Administrative Services. The only available appeal from a Vice
President of Administrative Services’ determination is to the campus president. The President’s decision is final.

VI.B.3.04 Withdrawal for Military Service
The College provides a withdrawing, Active Military Service student three options: (a) refunding the tuition and fees the student paid for the semester in which the student withdraws; or (b) granting the student an incomplete grade in all courses by designating “withdrawn-military” on the student’s transcript; or (c) assigning an appropriate final grade or credit to a student who has satisfactorily completed substantial coursework and has demonstrated sufficient course-material mastery determined by the student’s instructor. The Active Military Service student decides the taken route.\textsuperscript{18}

VI.B.4. Fees, Fines, and Charges

VI.B.4.01 Policy
The Board and College may set and collect special fees. The College will exempt students from tuition, dues, fees or charges as required by law.\textsuperscript{19} Continued receipt of exemptions and waivers is conditional.

VI.B.4.02 Definitions

(a) Continuing Education Course Fees are charged to each person registered in Continuing Education (CE) courses. The Board shall set the fee in an amount sufficient permitting the College to recover the costs of providing the course. CE fees only apply to the College’s courses that do not collect tuition or receive formula funding—including an extension course, correspondence course, or other self-supporting course. Students enrolled in CE courses where the College collects tuition or receives formula funding are charged a specific per-course sum as outlined in the College’s course catalog.

(b) Incidental fees include, without limitation, late registration fees, library fines, payment plan late fees, bad check charges, application processing fees, infrastructure fees, and laboratory breakage charge. The Board may fix the rate current and prospective students pay in incidental fees. Incidental fee rates shall reflect the College’s actual costs for materials and services. The College publishes a description and sum for each incidental fee in the College’s annual course catalog.

(c) Joint Enrollment Waivers arise when a student registers at two campuses under a joint or cooperative program at the same time. The student must pay all required student services fees to the college designated as the home college under the joint or cooperative program agreement. The non-home college under the joint or cooperative

\textsuperscript{18} Texas Education Code § 54.006.
\textsuperscript{19} Texas Education Code § 54.005
program agreement will award the student a Joint Enrollment Waiver for all required student services fees at the non-home college campus.\(^{20}\)

(d) **Laboratory Fees** include, without limitation, a sum sufficient to cover the general laboratory material and supply costs a laboratory student uses. The College’s charges for laboratory fees shall not exceed the lesser of $24 per semester credit hour or the actual material-and-supply costs the student uses.

(e) **Student Activity Fees** include an every-semester fee per credit hour used to support student activities distinct from the College’s regularly scheduled academic functions and that involve or benefit students. All money collected as student activity fees shall be reserved and accounted for in a distinct account separate from other revenue sources. The College shall only use student activity fees for student activities as defined in this section.

VI.B.4.03 Fee Grievance Policy
Students that believe an error occurred regarding a fee should contact their Vice President of Administrative Services. The only available appeal from a Vice President of Administrative Services’ determination is to the campus President. The President’s decision is final.

VI.C. FINANCIAL AID

VI.C.1. Financial Aid

VI.C.1.01 Policy
Financial aid removes financial barriers preventing access to educational opportunities. The College participates in programs providing aid through grants, scholarships, work-study, and loans. Financial aid policies provide uniform, efficient guidelines for the College’s financial aid offices in getting information, giving awards, and governing programs. This policy supplements the College’s compliance with federal and state statutes and regulations.

VI.C.1.02 Definitions

(a) **Financial Aid Application.** Students applying for financial aid, other than scholarships, must first complete a Free Application for Federal Student Aid (FAFSA) form. The information submitted in the application may be verified. Scholarship applicants must submit scholarship applications by published deadlines. Scholarship donors determine scholarship eligibility criteria.

(b) **Disbursement of Financial Aid Funds.** Financial aid awards other than work-study awards are credited to the student’s account and pay tuition, fees, and books. Any

\(^{20}\) Texas Education Code § 54.011 (effective January 1, 2012).
balances are refunded to the student. The College’s work-study funds will be distributed through its payroll system.

(c) **Repayment of Title IV Funds.** Students receiving Title IV funds, who withdraw from a course before the 60 percent point of completion, must return the unearned portion of the Title IV funds.

(d) **Financial Aid Probation and Suspension** Students must meet certain academic progress standards to remain eligible for the College’s financial aid programs. Students who do not make satisfactory academic progress under the College’s Satisfactory Progress Standards will be placed on financial aid warning, probation, or suspension. The College will notify students in writing who are on financial aid probation that their aid will be suspended unless the student makes the required academic progress. Students who are suspended from financial aid are notified in writing that their financial aid has been suspended and that they can appeal the suspension. The student must prove on appeal that extenuating circumstances caused the situation, or that the student’s academic record continuously progresses. A student may forgo an appeal. A student who does not appeal faces several conditions to get financial aid again. First, the student must finish at least six College-approved semester hours. Second, the student must meet satisfactory academic progress. The student must satisfy both conditions to be eligible again for financial aid.

VI.C.1.03 **Appealing a Financial Aid Suspension.** A student placed on financial aid suspension who wants to appeal the suspension shall complete and submit an appeal form to the College’s Chief Financial Aid Officer. The College’s Chief Financial Aid Officer shall review each appeal, and determine on a case-by-case basis if the student’s circumstances warrant a suspension waiver and may resolve the appeal in three distinct methods.

(a) The College may allow the student to receive aid and remain on probation.

(b) The College may allow the student to receive aid under specified conditions.

(c) The College may deny the appeal.

The College must provide the student with a written decision regarding the student’s appeal and provide any remaining appeals remaining available.

VI.C.1.04 **Title IV Fraud**
Any person who embezzles, misapplies, steals, or who obtains funds by intentional misrepresentation, false statement, or forgery, commits fraud. A person who also does not refund any owed funds, assets, or property received under Title IV, commits theft and conversion. A person committing fraud can be penalized and fined under federal law.
The College shall refer the matter to the U.S. Department of Education by forwarding the investigative report to the agency and supporting documents. The College’s administrators shall determine if the case should be referred to the U.S. Attorney General, and in that event, the College’s General Counsel shall be responsible for making such referral.

VI.D. STUDENT WELFARE AND RIGHTS

VI.D.1. Student Organizations

VI.D.1.01 Policy
The College provides equal opportunities to all students participating in courses, activities, and programs regardless of race, color, creed, national origin, gender, age, veteran’s status, sexual orientation, or disability. The College cannot deny a student group recognition because of the group’s views.

VI.D.1.02 Definitions

(a) Necessary Student Travel Paperwork includes a completed Student Travel Request Form, a trip plan, a trip roster, a Participant Release Form, and a Medical Treatment Authorization form.

(b) Risk Management Program means a program that discusses the following topics (1) possessing and using alcoholic beverages or illegal drugs, including penalties that may be imposed for possessing either substance; (2) hazing; (3) sexual harassment; (4) fire and other safety issues, including possessing and using a firearm, other weapon, or explosive device; (5) traveling outside the College’s location area; (6) behavior at parties and other events held by a student organization; and (7) adoption by a student organization of a risk management policy.

(c) Student Organization Advisor means a person who (1) serves in an advisory capacity to a student organization and its members, (2) has aged at least 21 years, (3) is not a student at the College, and (4) is the College’s full-time employee.

(d) Student Organization Representatives means the following four officer positions, or similar officer positions: the president, vice president, secretary, and treasurer.

(e) Student Travel means students traveling to reach an activity or event located 25 miles or farther away from the campus or departure center. Student Travel must also include any of the following four conditions and the 25-mile requirement. First, any activity or event the College funds. Second, any travel in a vehicle the College owns, leases, or rents. Third, a registered student organization requires the travel. Fourth, the college, campus, department, class or course, college office, study-abroad program, college-scheduled
sports event or competition, or a recognized student organization or its representatives direct the travel.

(f) **Student Travel Funded by the College** means a college-maintained budget item or fund created and funding expenses associated with the activity or event. The College funds travel even if an outside tour company arranges the college-sponsored trip and travelers pay their own travel-related expenses.

(g) **Student Travel Required by a Registered Student Organization** means the travel comprises the organization’s official activities, including attending and participating at conventions, workshops, athletic events, and non-athletic competitions. This definition does not include social or optional events organized by a registered student organization or an optional course activity recommended by a faculty member.

**VI.D.1.03 Student Travel Policies**

Students will complete and submit necessary student travel paperwork at least five days before the necessary travel. Commercial airlines, college-owned, -rented, or -leased vehicles, and commercial vehicles are approved transportation modes for student travel under this policy.

A driver transporting students in college–owned, -leased, or -rented vehicles must meet the following conditions: (a) be a College employee approved by the Chief Student Services Officer, (b) have a valid driver’s license appropriate for the vehicle being driven, and (c) have a satisfactory driving record, which the College reviewed within six months of the scheduled student travel.

The driver must also ensure that passenger numbers do not exceed the vehicle’s designated passenger capacity—each passenger must be secured by a seat belt. A driver may not drive for more than three consecutive hours without taking a fifteen-minute break from driving. A driver may not read e-mails or text messages while driving students.

The following applies when student-owned vehicles are used for student travel. First, the College’s students are not covered by the College’s vehicle insurance policies and cannot be College-approved drivers. Second, adult students drive their own private vehicles at their own discretion and at their own peril. Third, adult students riding with another adult student do so on their own and at their own peril. Fourth, the College’s employees cannot arrange for students to drive other students. Fifth, all student drivers must sign a liability waiver for driving their own vehicle. Sixth, all student-owned vehicle accidents or collisions must be covered by the student’s vehicle insurance policy. Seventh, the private-travel conditions must be detailed in the Travel Waiver form. Eighth, the College must provide any student driver with directions to the intended destination.
VI.D.1.04 Student Group Registration Eligibility
A student group may register on the College’s campuses if (a) the student group does not deny membership because of race, color, creed, national origin, gender, age, veteran’s status, sexual orientation, or disability; (b) the College’s full-time employee acts as the group’s advisor; (c) its registration is not prohibited after disciplinary action; and (d) currently enrolled students and the College’s employees compose its membership. Alumni, faculty, and staff can serve as advisers by invitation.

VI.D.1.05 Required Risk Management Training for Student Groups
The College will provide a risk management program for registered student organizations and their advisors at least once each academic year. The College requires the student organization’s representatives and its advisors to attend. The College must record the program’s attendance and keep those records for at least three years after the program is held. Other student organization members may attend the program. Advisors or student representatives will brief the entire student organization on the program’s contents at the next full membership meeting.

VI.D.1.06 Compliance with the College’s Policies
Registered student organizations must comply with the College’s policies and procedures. The student organization’s activities and programs require sponsor approval. The College’s legal representatives never include student organizations. A registered student organization may not use the College’s tax exemption number for its purchases.

VI.D.1.07 Violation of the College’s Policies
The College can charge a registered student organization with violating the Student Code of Conduct. The organization and its officers may be held responsible for violations during organization-sponsored events. The College holds student organizations and their officers responsible for violations committed by a member representing the organization or associated with the organization.

Sanctions for student organization misconduct may include the College revoking the registered student organization’s status. Sanctions can also include those listed in the Student Code of Conduct. A student organization may also appeal or proceed as an individual student might under the Student Code of Conduct.

VI.D.1.08 Sale of Taxable Items
A registered student organization’s sales are exempt from taxes imposed by Subchapter C of the Texas Tax Code so long as the sales price remains $5,000 or less. Similarly, when a student organization manufactures or donates an otherwise taxable good, the good remains exempt from the taxes imposed by Subchapter C of the Tax Code regardless of sales price unless sold to the donor or manufacturer if certain conditions are met. First, the student organization must sell the goods at a one-day fundraising sale. Second, that one-day fundraising sale cannot occur more than once a month. The storage, use, or consumption of a taxable item acquired tax-free under
this section remains exempted from the use tax imposed by Subchapter D of the Tax Code until the item’s resale or transfer.

A registered student organization qualifies for this section if (a) it’s affiliated with the College, (b) has as its primary purpose a non-profit goal, and (c) files a certification with the Texas Comptroller.

VI.D.1.09 – Raffles
The College allows registered student organizations to hold raffle-ticket sales at the College—subject to reasonable time, place, and manner restrictions and always following Texas law.

VI.D.2. Religious Holy Days

VI.D.2.01 Policy
The College respects our students’ religious observances even though they may conflict with the College’s class meetings, assignments, and examinations.

VI.D.2.02 Definitions
(a) Religious Holiday means a holy day observed by a religion whose worship places are exempt from property taxation under Section 11.20 of the Texas Tax Code.

(b) Excused Absence means a student is treated consistently with the instructor’s policies and procedures regarding other excused absences—except that no instructor may unilaterally deny the student the opportunity for make-up work under this policy.

VI.D.2.03 Requesting Absences for Religious Holy Days
Student class attendance affects the educational experience, and students should attend all classes in which they are enrolled. Each faculty member shall communicate the attendance policy to his or her classes. The College shall include in its course catalog a statement regarding its attendance policies and procedures for religious holy days. A student who is excused under this section may not be penalized for the absence; however, the instructor may appropriately respond if the student does not complete any postponed or rescheduled assignment or exam.

VI.D.3. Crime and Security Reports
The College shall collect information regarding campus crime statistics and campus security policies as required by law. The College will prepare, publish and distribute an annual security report through appropriate publications, electronic media, or mailings to all current students and employees as required by law. The College will also provide the resulting report to any applicant for enrollment or employment upon request. This report shall include the following:

(a) A statement of current policies concerning security and access to campus facilities, and security considerations in maintaining campus facilities.

(b) A statement of current policies concerning campus law enforcement that includes:
   (1) the enforcement authority of security personnel, including their working relationship with state and local police agencies, and whether those security
personnel have the authority to arrest individuals; and (2) the policies that encourage accurate and prompt reporting of all crimes to the campus police and the appropriate police agencies.

(c) A description of the type and frequency of programs designed to inform students and employees about campus security procedures and practices and to encourage students and employees to be responsible for their own security and the security of others.

(d) A description of programs designed to inform students and employees about crime prevention.

(e) Campus and community crime statistics.

V.I.D.4. Student Support Services
The Executive Vice Chancellor shall ensure that the Colleges make available to all students effective student support services, including academic advising services, academic-support services, skills assessment and placement services, career services, financial aid services, student enrollment services, and support services for students with disabilities.

V.I.D.5. Student Health Notices and Immunizations
The College’s policy on HIV infection and AIDS shall be included in the student handbook and be available for viewing by all new and returning students on the College’s website.

V.I.D.6. Drug and Alcohol Testing
Students and faculty members in the health occupation, emergency services, or child care programs may require drug testing if reasonable suspicion exists that they may be impaired or as required by affiliated third-parties.

V.I.D.7. Criminal Background Checks
Before registering in the College’s health professions and emergency services, and or child development program, a student must pass a criminal background check performed by an external consumer agency the College selects. The student shall sign a release and directly pay the agency the background-check cost. Background check results, confidentially kept, are sent directly to the program director and the student.

V.I.D.8. Legal Notice Regarding Steroids
The following notice regarding legal restrictions on steroids shall be posted in the College’s gyms: “Anabolic steroids and growth hormones are for medical use only. State law prohibits the possession, dispensing, delivery or administering of an anabolic steroid or growth hormone in any manner not allowed by state law. State law provides that bodybuilding, muscle enhancement, or increasing muscle bulk or strength through anabolic steroid use by a person in good health is not a valid medical purpose. Only a medical doctor may prescribe an anabolic steroid or human growth hormone for a person. A violation of state law concerning anabolic steroids or human growth
hormones is a criminal offense punishable by confinement in jail or imprisonment in the Texas Department of Corrections.”

VI.D.9. Graduation Rates
The College publishes or mails to all current students its full-time student completion and graduation rates. It also provides the same to any requesting prospective student. The College updates the information at least every two years.

VI.D.10. Student First Amendment Rights

VI.D.10.01 Policy
The College’s students retain their First Amendment rights, but voluntarily assume certain responsibilities by enrolling in the College. The College’s students enjoy First Amendment protections at all college-sponsored events subject to limited exceptions. Student expression remains protected by the First Amendment and may not be abridged unless, in the Chancellor’s or a designee’s view, the speech is disruptive, school-sponsored, promotes illegal drug use, or the regulation remains viewpoint- and content-neutral.

The College shall otherwise take no action respecting an religion’s establishment. Nor will the College prohibit religion’s free exercise. The College will not abridge speech, the press, peaceful assembly, or grievance petitions. Students distributing literature, displaying signs, petitioning for change, and sharing information concerning issues of public concern are protected by the First Amendment.

VI.D.10.02 Definitions

(a) Disruptive means substantially disrupting or materially interfering with the College’s central mission of educating students. This definition does not include action that merely presents the possibility of discomfort or unpleasantness that always accompanies an unpopular viewpoint.

(b) School-sponsored means the College’s publications, theatrical productions, and other expressive activities that students, parents, and members of the public might reasonably perceive to bear the College’s approval and license. These activities may fairly be characterized as part of the school curriculum, whether or not they occur in a traditional classroom setting, so long as they are supervised by employee-advisors and imparting particular knowledge or skills to student participants and audiences

(c) Student Affairs Administrators means administrators directly responsible for student services at the campus or center. The term Chief Student Service Officer and Student Affairs Administrators both represent the same person.

(d) Student means any person registered to attend the College’s courses or class. This definition includes individuals enrolled in non-credit classes, including but not limited to, continuing education, GED, or ESL classes.
(e) Campus means any real property over which the College has possession, control, or legal ownership.

(f) Viewpoint- and Content-Neutral means speech policies, procedures, or regulations that regulate the time, manner, and place in the absence of any consideration for the speech’s content.

VI.D.10.03 First Amendment Grievances
A student that believes his or her rights have been violated under this section may file a grievance under Section IV.D.12.

VI.D.10.04 Student Interviews and Emails
The College respects a student’s privacy rights. But the College can interview students on a matter to protect the College’s overall welfare.

(a) Email Confidentiality. The College cannot guarantee the privacy or confidentiality of electronic documents, and any messages that are confidential should probably not be communicated over e-mail. The College reserves email-access rights during routine computer maintenance and housekeeping, carrying out internal investigations, preparing public records responses, or disclosing messages, data, or files to law enforcement authorities.

(b) E-Mail Records. Messages sent as email should meet the same standards for distribution or display as tangible documents or instruments. As with all records the College maintains, as required by law, files saved on the College’s information system or servers, including e-mail, may be released after a public information act request.

VI.D.10.05 Warrantless Search
The College’s officials have limited authority to search a student’s person or property as follows even without a warrant under certain conditions: (a) any prohibited item within “plain view” can be seized; (b) personal property may be searched if reasonable suspicion exists; (c) areas such as lockers and desks, which the College owns and operates may be searched by the College officials when they have reasonable suspicion to believe that stolen items or items prohibited by law or by Board policy are contained in the area to be searched; and (d) stolen items and items which are forbidden by Board policy or law may be impounded and used as evidence in internal school disciplinary proceedings against the student.

VI.D.11. Students with Disability Rights

VI.D.11.01. Policy
The College recognizes and supports the principles set forth in all federal and state laws designed to eliminate discrimination against qualified individuals with disabilities. The College believes in equal access to educational opportunities for all individuals. The College is committed to making reasonable accommodations, including furnishing auxiliary aids and
services, for qualified individuals with disabilities as required by law. For purposes of this section, accommodation requests also mean requests for auxiliary aids and services.

The College shall communicate and make available the procedures for the prompt and equitable implementation of reasonable accommodations for qualified individuals.23

VI.D.11.02. Student Responsibility to Request Accommodation
Students with disabilities have the right to an equal opportunity to participate in and benefit from College services, programs, or activities. Students are responsible for identifying themselves as individuals requesting accommodation based on a qualifying disability each semester. Students should direct accommodation requests to the Disability Services Office on their College campus. The College strongly urges students to submit requests at least four weeks before each semester starts. The College has a two-step process to reasonably accommodate students with qualifying disabilities. Students must actively participate in this process. The two steps are (a) certifying the student’s qualifying disability and (b) determining the student’s reasonable accommodation.

Students certified as eligible for accommodation will engage in a collaborative process with the Disability Services Office to determine their reasonable accommodation. Students should notify their instructors of the accommodation once it is determined. Students receiving reasonable accommodation have the same obligations as any student to meet and maintain the College’s academic and technical standards and codes of conduct. Students shall be evaluated based on their ability, not disability.

VI.D.11.03. Requests for Reconsideration or Revision of Accommodations and Discrimination Complaints

(a) Reconsideration of Accommodations. Students may appeal denied accommodations or College-proposed accommodations. Students may also request mid-semester accommodation revisions. Each Disability Services Office evaluates appeals and revision requests for its campus. Students should appeal within two weeks after the College offers or denies an accommodation and should submit mid-semester accommodation revision requests as soon as possible. Students may appeal Disability Services Office decisions to the Executive Director of Disability Services. Students may also file a complaint at any time with the regional Office of Civil Rights at the U.S. Department of Education or through the civil court system.

(b) Discrimination Complaints. Students who believe they are unlawfully discriminated against on the basis of disability are encouraged to report the incident(s) in the manner described in Section VI.D.12 (Student Civil Rights Complaints). Students may also file a

23 28 CFR Part 35.107 (b)
complaint at any time with the regional Office of Civil Rights at the U.S. Department of Education or through the civil court system.

(c) **Prohibition of Retaliation or Coercion.** No College community member shall discriminate against any individual because that individual has opposed any act or practice made unlawful by the applicable laws, or because that individual made a submitted a complaint or charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under any applicable law.

No College community member shall coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by any applicable law. 24

**VI.D.11.04. Responsible Employee Designation** 25
The College designates the Executive Director of Disability Services as the employee responsible for coordinating the College’s efforts to comply with and carry out its responsibilities under applicable disability laws, including investigations of complaints communicated to the College alleging its noncompliance and/or any actions prohibited by applicable laws. The College shall further designate at least one employee at each campus to assist the Executive Director of Disability Services in carrying out the College’s responsibilities. The College shall make available to all interested individuals the names, office addresses, and telephone numbers of the employees designated.

**VI.D.11.05. Confidentiality and Records**
Students’ disability records are confidential. The confidentiality protects students from discrimination on the basis of disability as well as to ensure the non-release of their medical records except as needed to provide educational services. The College’s Disability Services Office on each campus is responsible for collecting and maintaining disability-related documentation, confidential records of each student’s visit, and any ongoing changes in the student’s condition. These records are kept in a separate, secure digital file accessible only by Disability Services Office personnel and housed in the College’s headquarters.

Disability-related information is shared only when necessary. Limited information may be disclosed to appropriate parties in a health or safety emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

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24 28 CFR 35.134
25 28 CFR 35.107(a)
VI.D.12 Civil Rights Complaints

VI.D.12.01 Policy
The College provides equal treatment and educational opportunities to all persons without regard to race, color, creed, national origin, gender, age, veteran’s status, sexual orientation, and disability. Any student experiencing discriminatory treatment or civil rights violations, aside from Sexual Violence or Title IX addressed in Section VI.E.3.02, may submit a civil rights complaint under this section.

VI.D.12.02 Reporting and Processing Civil Rights Complaints
Students experiencing a civil rights violation should complain to their Chief Student Services Officer or President as soon as possible. The receiving College official will promptly investigate the complaint and take any appropriate corrective or disciplinary action on his or her campus. The receiving College official will also forward the complaint, report, and any corrective or disciplinary actions taken to the Chancellor. The Chancellor shall consider any College-wide changes in light of the complaint. The Chancellor's decision is final.

VI.D.12.03 Potential Disciplinary Actions
If the investigation reveals an employee committed a civil rights violation action will be taken under this policy’s Section IV.F.11 or IV.F.13.

VI.D.12.04 Prohibition on Retaliation
The College’s policy prohibits any College employee from retaliating against a student for submitting a student’s civil rights complaint. The College’s policy forbids retaliating against any person who submitted a civil rights complaint. The College's policy also forbids retaliating against anyone who helps investigate such a complaint. A complaint’s actual or perceived truth does not excuse retaliatory conduct. Any person who observes retaliation should promptly notify the Chief Student Services Officer or President.

VI.E. STUDENT RESPONSIBILITIES

VI.E.1. Student Code of Conduct

VI.E.1.01 Policy
The College provides a safe and responsive learning environment for all students. The College achieves that environment by enforcing the Lone Star College System Student Code of Conduct. The Student Code of Conduct applies to all students enrolled in a credit or non-credit course at the College. It also applies to all online-only and hybrid students.

The College believes that honesty, respect, fairness, and accountability are the cornerstones of a worthwhile education. The College promotes personal and academic honesty and integrity. The College believes that all learners—students, faculty, staff, and administrators—will be honest, respectful, fair, and accountable by providing their own work and being candid when
work belongs to another. The College prohibits fabricating sources, cheating, or plagiarism in work submitted to the College. The College considers those prohibited acts academic dishonesty. The College teaches not only substantive matters, but graduates ethical and responsible people.

VI.E.1.02 Definitions

(a) **Prohibited Computer Use** can take many forms—especially in a fast developing industry—but the following list should allow students to understand the types of uses that are specifically prohibited. The following list is not a complete list, but does provide some illustrative examples for students to appreciate in using the College’s computers or its systems.

1. Intentionally disrupting the access of other students, faculty, or staff to the College’s digital or electronic resources;

2. Knowingly obtaining access to a computer account, identification number, or password assigned to another student, faculty member, staff member, or college office without authorization;

3. Knowingly using an account, identification number, or password belonging to another student, faculty member, staff member, or College office for other than its intended purpose without authorization, or using an identification number or an inactive account, password, or identification number;

4. Misusing the College’s computer equipment by falsifying or altering records or documents, damaging programs belonging to others, sending harassing or threatening material, or unlawfully duplicating copyrighted property.

5. Intentionally using the College’s computer resources to store, download, upload, display, print, or email computer images that constitute “obscene materials” as defined by Texas law that are not directly related to, or required for, a specific educational course or research project related to an educational program;

6. Displaying or transmitting messages, images, or cartoons that are sexually explicit or that demean a person on the basis of race, ethnicity, gender national origin, disability, or religion; or

7. Using the College’s e-mail or other computer resources for commercial purposes or for personal financial gain.

8. Intentionally overloading the College’s computer resources.

Access to the College’s e-mail and similar electronic communication systems remains a privilege extended to current employees, students, and affiliates in good standing. The privilege of access ends with the termination of employment, the failure to re-enroll in a College educational program, or disciplinary sanctions. This definition includes unauthorized access based on previous standing with the College.
(b) **College-sponsored activity** means events and activities initiated by a student, student organization, college department, faculty member, or other employee which meet one of the following conditions.

1. The College hosts the event or activity on its premises.
2. The College expressly authorizes, aids, supervises, or conducts the event or activity.
3. The College funds any portion of the event or activity.
4. The College’s registered student organizations initiated, conducted, or promoted the event or activity in the organization’s or College’s name.

(c) **Prohibited weapons include:**

1. Firearms (any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use).
2. Ammunition.
3. An explosive weapon (any explosive or incendiary device, bomb, grenade, rocket or mine designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror, and includes a device designed, made or adapted for delivery or shooting an explosive weapon).
4. An illegal knife (knife blade over 5½ inches; hand instrument designed to cut or stab another by being thrown; switchblade knife; dagger; bowie knife; sword; or spear).
5. A taser (any weapon firing barbs attached by wires to batteries, causing temporary paralysis).
6. Knuckles (any instrument consisting of finger rings or guards made of a hard substance designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles).
7. A chemical dispensing device (device other than a small chemical dispenser sold commercially for personal protection, designed, made, or adapted for the purpose of causing an adverse psychological or physiological effect on a human being).
8. A zip gun (a device or combination of devices that was not originally a firearm adapted to expel a projectile through a smooth-bore or rifle-bore barrel by using the energy generated by an explosion or burning substance).
9. A club (instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, including a blackjack, nightstick, mace, and tomahawk).
(d) **Student** means any person (1) registered with the College, (2) who the College has accepted for admission, or (3) who intends to attend the College.

(e) **Hazing** means any intentional, knowing, or reckless act directed against a student that endangers the student’s mental health, physical health, or safety. Moreover, the student organization requires the student’s act to initiate, affiliate, appoint, or maintain membership in any student organization. Whether the act occurs on or off the College’s property remains irrelevant.

**VI.E.1.03 Academic Matters**

Students assigned to healthcare or other facilities, as part of clinical courses or serving in internships as part of a course, are expected to behave in a professional manner. Students must adhere to professional norms for the particular professional field. A student’s academic performance evaluation includes a professional conduct component. The College will take academic, not disciplinary, action against a student that fails to meet the professional expectations of such a course.

**VI.E.1.04 Off-Campus Activities**

Students are not under the College’s control when not on the College’s property or when such students are not participating in a college-sponsored activity. The College assumes no responsibility for the off-campus activities or its students’ personal conduct. Students who break the law risk the related consequences of so doing. The College may, however, take disciplinary action against students whose conduct at a non-college-sponsored event poses a serious and substantial danger to any student.

**VI.E.1.05 Non-Academic Misconduct**

Non-academic misconduct can occur in many different ways. The list below presents some examples of non-academic misconduct. The list does not contain every conceivable example of non-academic misconduct. The college publishes this list only giving students examples of the types of conduct that might qualify as academic misconduct.

(a) Disrupting, obstructing, or interfering with College activities, access to college facilities, or college-sponsored activities.

(b) Physically or psychologically abusing, threatening violence, making terroristic threats, stalking, or harassing the College’s members or visitors. This includes oral and electronic threats.

(c) Using, possessing, or storing any weapon, dangerous chemical, ammunition, or explosive element regardless of whether the possessor holds a federal, state, or other license.

(d) Using a simulated weapon, explosive, or ammunition, in an assault or battery.

(e) Initiating or inducing false report with the College.
(f) Misusing or damaging fire safety equipment. Tampering, misusing, damaging, or playing with fire extinguishers, smoke detectors, exit lights, emergency lights, fire alarms or doors, or other similar equipment.

(g) Engaging in prohibited computer use.

(h) Violating the terms of any disciplinary action.

(i) Inducing or participating in hazing.

(j) Violating any College policy, procedure, regulation or rule.

(k) Unlawfully possessing, using, selling, administering, or distributing alcoholic beverages, illegal or controlled substances, designer drugs, or drug paraphernalia.

(l) Littering, damaging, defacing, removing, occupying, using, or destroying the College’s property without the College’s authority.

(m) Gambling, raffling, or holding a lottery at the College without approval.

(n) Violating any local, state, federal, or other applicable law.

(o) Engaging in obscene, vulgar, lewd, or indecent conduct, expression, or sexual conduct on the College’s property.

(p) Furnishing false information or willfully misrepresenting any fact to the College or to the College’s community members acting in their official capacities.

(q) Forging, altering, falsifying, or misusing the College’s documents, records, forms, or identification cards.

(r) Willfully misrepresenting to anyone the relationship between an individual and the College. This includes willfully misrepresenting that the College supports, sponsors, or approves the services or activities of any person, group, or organization.

(s) Stealing or trying to steal the College’s property or services or those of any of its community members.

(t) Infringing upon the right of other students to fair and equal access to any of the College’s library materials and other of the College’s academic resources.

(u) Using, without authorization, the College’s facilities or equipment.

(v) Causing false information to be presented before any administrative proceeding of LSCS, or intentionally destroying evidence relevant to such a proceeding.

(w) Failing to comply with the direction of LSCS officials, including campus security officers acting in the performance of their duties.

(x) Abandoning a child in any place on the College’s premises without providing reasonable and necessary care for the child.
Attempting to commit acts prohibited in this Code of Conduct, or encouraging or assisting others to commit such acts are prohibited and may be punished to the same extent as if one had committed the prohibited act.

VI.E.1.07 Classroom Misconduct
The College recognizes and encourages distinct views in the learning process. Differing viewpoints, however, must be part of the learning process—not detract from it. Individual faculty members set appropriate conduct standards at the start of each class or course. Students who disrupt a classroom, are warned by the instructor, may be asked to leave the classroom. A student refusing to leave a classroom after being asked to do so by the instructor may be removed by the College’s Police Department. The instructor must submit a written report documenting the incident to the location’s Chief Student Services Officer. The report must include the date, time, place, and describe the circumstances of the classroom disruption.

VI.F. SEXUAL HARASSMENT, ASSAULT, AND VIOLENCE
[VAWA Amendments / Second Reading in December]

VI.G STUDENT DISCIPLINE

VI.G.1 General Provisions

VI.G.1.01 Student Discipline Policy
The College shall maintain safety, order, and integrity by enforcing conduct standards. Misconduct subjects students to discipline under this section. The College shall respect each person’s dignity and rights throughout the discipline process. When possible, members of the College community should try to resolve minor allegations of misconduct informally.

VI.G.1.02 Definitions

(a) **Appeal** means to request in writing that the Executive Vice Chancellor review a decision of suspension or expulsion, stating why it should be modified or reversed.

(b) **Chief Conduct Officer** means a campus vice-president to whom the campus president give primary responsibility for student discipline.

(c) **Discipline Committee** means a panel appointed from each campus to review suspensions and expulsions imposed by other campuses.

(d) **Due process** means a student’s procedural and substantive constitutional protections.\(^ {26} \)

(e) **Effective notice** means written notice served in person, e-mailed to a person’s College e-mail address, or mailed to a person’s address.

\(^ {26} \) Goss v. Lopez, 419 U.S.565 (1975); Univ. of Tex. Med. Sch. v. Than., 901 S.W.2d 926 (Tex. 1995).
(f) **Expulsion** means permanent exclusion from any or all College classes and activities.

(g) **Misconduct** means violating minimum standards of student conduct required to maintain safety, order, and integrity.

(h) **Period of disruption** means any period in which it reasonably appears that there is a threat of destruction to institutional property, injury to human life on the campus or facility, or a threat of willful disruption of the orderly operation of the campus or facility.

(i) **Sanction** means a penalty against a student, including oral or written warning, probation, suspension, expulsion, failing grade for a course, exam, or assignment, or other proper penalty.

(j) **Suspension** means temporary exclusion from any or all College classes and activities.

**VI.G.1.03 How to Report Misconduct**

Anyone may report misconduct in writing to a Chief Conduct Officer. Reports shall include all relevant facts, including dates, times, and places. The reporter shall supply available evidence and shall commit to participate in the investigation or hearing unless alleged misconduct is Title IX Harassment as defined in Section VI.E.3. False reports are misconduct.

**VI.G.1.04 Investigation**

The Chief Conduct Officer shall forward reported academic misconduct, such as cheating or plagiarism, to the student’s instructor, who shall investigate and impose appropriate academic sanctions as necessary. Policy Section V.C.3 shall govern appeals of academic sanctions. Within fifteen working days after receiving a written report alleging misconduct, the Chief Conduct Officer shall investigate the allegations and issue a written decision either dismissing the allegations or finding the student responsible for misconduct and imposing sanctions. If the decision imposes suspension or expulsion, the student may request a Discipline Committee hearing.

**VI.G.1.05 Hearing**

The Chief Conduct Officer shall give the student effective notice of the date, time, and place of his or her Discipline Committee hearing. Notices shall set forth specific allegations, list all evidence of misconduct including all witnesses who may testify against the student, and provide copies of all documents to be used against the student. The Chief Discipline Officer must prove misconduct to the Discipline Committee by preponderance of the evidence. Within five working days after the hearing, the Discipline Committee will issue a written majority decision either dismissing the matter or finding the student responsible for misconduct. A decision finding a student responsible for misconduct shall explain the specific misconduct and evidence thereof and recommend sanctions. Either party may appeal the Discipline Committee’s decision. The College may hold a joint hearing for two or more students alleged to have participated in the same incident(s) of misconduct.
VI.G.1.06 Effect of Sanctions
Unless otherwise specified in writing, suspension or expulsion shall have College-wide effect. A student suspended or expelled from one campus may not enroll at another campus without the Executive Vice Chancellor’s permission unless the sanction has expired by its own terms or has been reversed on appeal. Any student facing unresolved discipline may not register without the Chief Discipline Officer’s permission. The College may agree at any time to impose certain sanctions if a student admits misconduct, and the student and Chief Discipline Officer shall sign any such agreement. In addition to sanctions, the College may pursue any and all remedies at law or equity.

VI.G.1.07 Due Process Requirements
Students have a protected interest in receiving an education. Except during periods of disruption, students must receive due process before they may be suspended or expelled. Due process requires notifying students of charges against them, explaining evidence against them, and giving students a fair opportunity to present their side of the story. Due process is not required for sanctions that do not affect students’ interest in receiving an education, such as warnings or exclusion from extracurricular activities. Except during a period of disruption, no suspension or expulsion will take effect before the appeal process ends.

VI.G.1.08 Autonomy
Misconduct may also violate federal, state, or local laws, and students subject to discipline may also face civil or criminal legal penalties. Civil or criminal proceedings—or the lack thereof—related to alleged misconduct will not determine discipline.

VI.G.1.09 Periods of Disruption
During periods of disruption, the powers and procedures in Texas Education Code Chapter 51, Subchapter E-1 shall apply and shall prevail over this section if they conflict. Students must receive due process as soon as practicable during periods of disruption.

VI.G.1.10 Discipline in Health Occupations Programs
Health Occupations Program Deans shall act as Chief Discipline Officers for their programs.

VI.H.1. Student Records
The College will comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) when collecting, maintaining, and releasing student records. Students have rights regarding their records.

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27 Id.
29 Goss v. Lopez, 419 U.S.565 (1975); Univ. of Tex. Med. Sch. v. Than., 901 S.W.2d 926 (Tex. 1995); Willis v. Tex. Tech Univ. Health Sciences Center, 394 F. App’x. 86, 87 (5th Cir. 2010).
30 NCAA v. Yeo, 171 S.W.3d 863, 865 (Tex.2005).
(a) The right to inspect and review their education records within 45 days of the College’s receipt of a written request for access.

(b) The right to request amendment of the student’s education records if the student believes the records are inaccurate, misleading, or violate the student’s privacy rights.

(c) The right to provide written consent before the College discloses personally identifiable information from the student’s education records, except to the extent that FERPA authorizes disclosure without consent.

(d) The right to file a complaint with the Family Policy Compliance Office, U.S. Department of Education, concerning alleged failures by the College to comply with the requirements of FERPA.

The College collects directory information regarding each student. Directory information includes the student’s name, classification, full or part-time enrollment, program of study, dates of enrollment, degrees and certificates received, and awards and honors received.

The College may release directory information without the student’s consent unless the student requests that the College not release directory information. A student may make such a request to the Office of Student Records or by updating their MyLoneStar settings.
Request: Consideration of the Recommended Addition to the Lone Star College System Board Policy Manual of Section IV.B.3A, Campus Peace Officers (FIRST READING)

Chancellor’s Recommendation: That the Board of Trustees review and approve an addition to the Lone Star College Policy Manual. The new section would be Section IV.B.3A, Campus Peace Officers, and would delegate appointment and commissioning authority to the Chancellor or a designee. The hiring of campus peace officers would follow the College’s standard hiring policies and procedures.

Rationale: The current non-delegating policy impedes the Chief’s ability to appoint and commission officers in between board meetings, resulting in the loss of qualified candidates.

Fiscal Impact: None

Staff Resource: Mario K. Castillo 832-813-6655
Helen Clougherty 832-813-6514
IV.B.3A Campus Peace Officers

IV.B.3A.01 Appointing and Commissioning Campus Peace Officers
The Board has statutory authority to employ and commission campus peace officers to promote safety on the College’s premises. TCOLE must certify all campus peace officers as police officers and each officer must take and file the Texas peace officers oath.

IV.B.3A.02 Definitions
(a) Appoint means to administer the Texas peace officer oath of office to a person the College hired.
(b) Campus Peace Officer means a person the College employs as a peace officer under Section 51.203 of the Texas Education Code.
(c) Commission means to grant a person licensed to serve as a peace officer in Texas the authority to serve as a campus peace officer for the College.
(d) College Premises means all real property owned, leased, or otherwise the College controls.
(e) TCOLE means the Texas Commission on Law Enforcement, a state agency with duties and powers regarding peace officers.

IV.B.3A.03 Delegation of Authority
The Board delegates every campus peace officer’s appointment and commission to the Chancellor or a designee. Such delegation of authority will be exercised in congruity with the College’s other hiring policies and procedures.

IV.B.3A.04 Campus Peace Officers Authority
Campus peace officers shall use all lawful means to preserve the peace within their jurisdiction. Although they shall typically confine their duties to the College’s premises, campus peace officers have primary jurisdiction within all counties containing College’s premises, which currently includes the counties of Harris, Montgomery, and San Jacinto.

Within his or her primary jurisdiction, each campus peace officer is vested with all the powers, privileges, and immunities of peace officers; may, in accordance with Chapter 14, Code of Criminal Procedure, arrest without a warrant any person who violates Texas law; and may enforce all traffic laws on streets and highways.

Outside his or her primary jurisdiction, a campus peace officer is vested with all the powers, privileges, and immunities of peace officers and may arrest any person who violates Texas law if the campus peace officer is summoned by another law enforcement agency to provide assistance, is assisting another law enforcement agency, or is otherwise performing his or her duties as a peace officer for the College.
### Request:
Consideration of Approval of the Recommended Revision of the Lone Star College System Board Policy Manual’s Sexual Violence Policy *(FINAL READING)*

### Chancellor’s Recommendation:
That the Board of Trustees reviews and approves the recommended revision. That the corresponding present sexual violence policies be amended and supplemented to account for ratification of the Violence Against Women Reauthorization Act of 2013 (VAWA), which amended the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). The most recent iteration of the VAWA amended the Clery Act to require higher education institutions like Lone Star College to compile statistics for incidents of dating violence, domestic violence, sexual assault, and stalking and to include certain policies, procedures, and programs pertaining to these incidents in their annual security reports.

### Rationale:
The current policy was approved by the Board before the VAWA’s amendments became effective on July 1, 2015.

### Fiscal Impact:
None

### Staff Resource:
- Mario K. Castillo 832-813-6655
- Helen Clougherty 832-813-6514
IV.F.4. Prohibited Unlawful Discrimination and Harassment Policy

IV.F.4.01 Policy

The College strives to maintain a work environment compliant with all applicable employment laws, including all laws outlawing discrimination arising from: sexual harassment, sexual violence, race, color, sex, age, sexual orientation, religion, ethnic or national origin, disability, veteran status, or any other protected status. Unlawful employment discrimination by officers, managers, faculty, supervisors, employees, students, advisors, vendors, clients, or contractors will not be tolerated.

Retaliating against an employee who complains about discrimination as defined in this policy is also unlawful. Moreover, retaliating against an employee for cooperating in an investigation initiated to discover any of the prohibited conduct identified in the prior paragraph, whether internal or external, is also unlawful and contrary to the College’s policies.

IV.F.4.02 Definitions

(a) Consent. Consent is defined in Section VI.E.3.02(a).

(b) Dating Violence. Dating Violence is defined in Section VI.E.3.02(b).

(c) Domestic Violence. Domestic Violence is defined in Section VI.E.3.02(c).

(d) Sexual Assault. Sexual Assault is defined in Section VI.E.3.02(d).

(e) Sexual Discrimination. Sexual Discrimination is defined in Section VI.E.3.02(e).

(f) Sexual Harassment. Sexual Harassment is defined in Section VI.E.3.02(f).

(g) Sexual Violence. Sexual Violence is defined in Section VI.E.3.02(g).

(h) Stalking. Stalking is defined in Section VI.E.3.02(h).

(i) Title IX Harassment. Title IX Harassment is defined in Section VI.E.3.02(i).

(j) Unlawful discrimination: Varying an employee’s or student’s employment or education terms or conditions because of the employee’s or student’s race, color, sex, age, sexual orientation, religion, ethnic or national origin, disability, veteran status, or any other protected status constitutes unlawful discrimination.
Depending upon the circumstances and how they impact the workplace or academic environment, examples of unlawful discrimination could include the following:

1. Making decisions about a student’s or employee’s employment, compensation, or education because of his or her race, color, sex, age, sexual orientation, religion, ethnic or national origin, disability, veteran status, or any other protected status;

2. Verbal abuse, offensive innuendo, or derogatory words because of a student’s or employee’s race, color, sex, age, sexual orientation, religion, ethnic or national origin, disability, veteran status, or any other protected status; or

3. An open display of objects or pictures designed to create a hostile working or learning environment because of a person’s race, color, sex, age, sexual orientation, religion, ethnic or national origin, disability, veteran status, or any other protected status.

IV.F.4.03 Addressing Employment Discrimination Complaints

(a) Sexual Harassment/Sexual Violence Complaints. When the College receives any employee complaint of sexual harassment or sexual violence it will promptly investigate the allegation in the same manner that student complaints are handled under Section VI.E.3.03.

(b) All Other Employment Discrimination Complaints. When the College receives any complaint of employment discrimination other than sexual harassment or sexual violence, the Human Resources Department promptly and impartially investigates the complaint. This investigation will at least include interviews of the complainant and the respondent and may also include witness interviews. All actions taken to investigate and resolve complaints through this procedure shall be conducted with as much privacy, discretion, and confidentiality as possible without compromising the investigation’s thoroughness and fairness.

(c) Complaint Processing and Handling Procedures. The General Counsel will develop procedures and forms to comply with this policy subject to the approval of the Chancellor or a designee.

IV.F.4.04 College Community Member Responsibilities

Each College community member helps ensure that no other community member suffers workplace sexual harassment or unlawful discrimination by fully cooperating in any related investigation.
Any College community member who witnesses an incident constituting unlawful discrimination in employment or who otherwise becomes aware of such an incident should immediately notify the Chief Human Resources Officer.

Any person who observes, or is victim to, an incident that may constitute sexual harassment, sexual violence, or other unlawful discrimination based on sex should immediately notify the Title IX Coordinator and the Chief Human Resources Officer.

**IV.F.4.05 Educational Setting**

This policy acknowledges academic freedom. Faculty and students participating in the educational setting, however, bear a responsibility to balance academic responsibilities and freedoms with a consideration of other participants’ reasonable sensitivities. In the exercise of academic freedom, the faculty member may, without limitation, discuss his or her own discipline in the classroom; he or she may not, however, rightfully claim the privilege of persistently discussing in the classroom any matter not related to the course subject. In extramural utterances, faculty members have an obligation to not represent themselves as an institutional representative, unless so designated by his or her supervising President.

**IV.F.4.06 No Employment Retaliation for Employment Discrimination Complaints**

Employment retaliation against any individual for making a sexual harassment or unlawful discrimination complaint, or for assisting in the investigation of such a complaint, is unlawful and will not be tolerated. Any acts of retaliation will be subject to appropriate disciplinary action, such as, but not limited to, reprimand, change in work assignment, loss of privileges, mandatory training, employment suspension, or immediate discharge as outlined in Board Policy IV.F.13. Incidents of unlawful retaliation should be referred to the Human Resources Department (HR-compliance@lonestar.edu) for investigation and will be investigated in the same manner as claims of employment discrimination.

**IV.F.4.07 State and Federal Agencies**

Students and employees who believe they may have been subjected to sexual harassment, sexual violence, or unlawful discrimination may file a formal complaint with either or both of the government agencies below.

- Equal Employment Opportunity Commission
  Mickey Leland Federal Building
  1919 Smith Street, 6th Floor
  Houston, Texas 77002-8049
Students and employees who believe they may have been subjected to sexual discrimination including sexual harassment or sexual violence may wish to file a complaint with local law enforcement. Filing a criminal complaint will not preclude any student from participating in an informal or formal grievance process as required under Title IX.

Using the College’s grievance or complaint processes does not prohibit an employee or student from filing a complaint with these agencies.

**IV.F.4.08 Compliance and Training**

The College expects the General Counsel, the Title IX Coordinator, and the Associate Vice Chancellor of Human Resources to coordinate efforts to comply with this policy and conduct any investigation within the specific requirements of the following laws:

(a) Title IX of the Education Amendments of 1972, as amended, and its implementing regulations;

(b) Section 504 of the Rehabilitation Act, as amended, and its implementing regulations;

(c) The Americans with Disabilities Act, as amended, and its implementing regulations; and

(d) Title VII of the Civil Rights Act, as amended, and its implementing regulations.

The College shall provide training consistent with Texas and federal law to:

(a) New and existing employees regarding their protections under federal and state discrimination laws and the College’s related policies and complaint procedures; and

(b) Supervisory personnel and all employees regarding the College’s non-discrimination obligations.
VI.E.3. Sexual Harassment, Assault, Violence, and Discrimination

VI.E.3.01 Policy

The College strives to maintain an educational environment compliant with all applicable anti-discrimination laws, including all laws outlawing discrimination arising from: sexual harassment, sexual violence, race, color, sex, age, sexual orientation, religion, ethnic or national origin, disability, veteran status, or any other protected status. Unlawful academic discrimination by officers, managers, faculty, supervisors, employees, students, advisors, vendors, clients, or contractors will not be tolerated.

Retaliating against a student who complains about discrimination as defined in this policy is also unlawful. Moreover, retaliating against a student for cooperating in an investigation initiated to discover any of the prohibited conduct identified in the prior paragraph, whether internal or external, is also unlawful and contrary to the College’s policies.

VI.E.3.02 Definitions

(a) Consent: Sexual activity requires consent. Consent is defined as a voluntary and positive agreement between the participants to engage in sexual activity. Consent to sexual activity may be communicated in a variety of ways, but one should presume that consent has not been given in the absence of a clear, positive agreement between the participants. While verbal consent is not an absolute requirement for consensual sexual activity, verbal communication prior to engaging in sexual activity helps to clarify consent and avoid any misunderstandings.

Consent must be clear and unambiguous for each participant at every stage of a sexual encounter. A prior relationship does not indicate consent to future activity. A person who is asleep or mentally or physically incapacitated, either through the effect of drugs, alcohol, or for any other reason, is not capable of giving valid consent. The use of alcohol or drugs may seriously interfere with the participants’ judgment about whether consent has been sought and given.

(b) Dating Violence: Dating violence is committed by a person who is or was 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 relationship length, the type of relationship, and the frequency of interaction between the persons involved in the relationship. Dating violence also includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Finally, dating violence does not include acts covered by the definition of domestic violence.
(c) **Domestic Violence:** Domestic violence is a felony or misdemeanor crime of 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; a person similarly situated to a victim’s spouse under Texas domestic or family violence laws; or any other person against an adult or youth victim who is protected from the person’s acts under Texas domestic or family violence laws.

(d) **Sexual Assault:** Sexual assault is an offense that meets the definition of rape, fondling, incest, or statutory rape as stated in the Federal Bureau of Investigation’s Uniform Crime Reporting Program.

(e) **Sexual Discrimination:** Sexual discrimination, including sexual harassment, is illegal under both federal and Texas state law and is strictly prohibited by the College. Unwelcome sexual advances, requests for sexual favors and other physical or verbal conduct of a sexual nature, including sexual violence, constitute sexual discrimination when:

1. Requests, conduct, or submission to unwelcome advances is made either explicitly or implicitly a term or condition of an individual’s employment, academic advancement, participation in College programs or activities, or is used as a basis for employment or academic decisions affecting the individual;

2. Rejection of unwelcome advances, requests, or conduct affects a term or condition of an individual’s employment, academic advancement, participation in College programs or activities, or is used as a basis for employment or academic decisions affecting the individual; or

3. Such conduct has the purpose or effect of creating an intimidating hostile work or academic environment that unreasonably interferes with an individual’s work, academic performance, education, or participation in College programs or activities.

(f) **Sexual Harassment:** Sexual harassment (a form of sex discrimination) includes two categories: (1) hostile work environment sexual harassment, and (2) quid pro quo sexual harassment.

Hostile work environment sexual harassment means verbal, physical, or visual forms of harassment that are sexual in nature, unwelcome, and severe, persistent, or pervasive. A hostile environment is often created by a series of incidents. However, a single severe incident, such as sexual assault, could create a hostile environment.

Conversely, quid pro quo sexual harassment means “this for that.” An example of this form of sexual harassment occurs if a faculty member (or staff member)
stipulates that a student’s grade or performance rating (or participation on a team, in a play, etc.) will be based on whether that student submits to unwelcome sexual conduct.

Sexual harassment also means unwelcome conduct of a sexual nature including sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either as an explicit or an implicit term or condition of an individual’s employment, academic evaluation or advancement, or status in a course, program, or activity of the College;

2. Submission to or rejection of such conduct by an individual is used as a basis for academic or employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment or unduly interfering with an individual’s work or academic performance.

(g) Sexual Violence: Sexual violence means a physical sexual act perpetrated without the complainant’s consent. This includes situations where a person is incapable of giving consent because of drug or alcohol impairment or a mental or physical disability. A number of different acts fall into the category of sexual violence, including, but not limited to, rape, sexual assault, sexual battery, and sexual coercion. All such acts of sexual violence are forms of sexual harassment prohibited by Title IX and this policy.

(h) Stalking: Stalking is defined as engaging in a course of conduct (two or more acts), including, but not limited to, a pattern of repeated and unwanted attention, harassment, or conduct, directed at a specific person that would cause a reasonable person to fear for his or her safety, the safety of others, or suffer substantial emotional distress. Substantial emotional distress is significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

(i) Title IX Harassment: Title IX harassment includes sexual harassment, gender-based harassment, and sexual violence. The following types of actions serve as non-exhaustive examples of Title IX harassment prohibited by this policy if sufficiently severe or pervasive:

1. Physical sexual acts perpetrated against a person’s will or when a person is incapable of giving consent because of drug or alcohol impairment or mental or physical disability.
2. Direct or implied sexual statements or threats, demands for sexual favors, or sexual advances, accompanied by implied or actual promises of preferential treatment for submission to such demands; or implied or actual threats that failure to submit to such demands may result in adverse treatment concerning the person’s admission, enrollment, employment, work status, promotion, grades, or recommendation;

3. Persistent and unwelcome flirtation, requests for dates, staring, advances, or propositions of a sexual nature;

4. Gratuitous displays of sexually suggestive objects or pictures, including images displayed, transferred, forwarded, or shared via the Internet, text messaging, or other electronic means;

5. A pattern of conduct unrelated to an academic course or the requirements of the workplace intended to cause discomfort or humiliation or including one or more of the following: (i) comments of a sexual nature; (ii) sexually explicit statements, questions, jokes, anecdotes, or gestures; (iii) a pattern of conduct that would cause discomfort or humiliation, or both, to a reasonable person to whom the conduct is directed and that includes one or more of the following: (1) unnecessary touching, such as patting, pinching, hugging, or repeated brushing against a person’s body; (2) remarks of a sexual nature about a person’s clothing or body; or (3) remarks about sexual activity or speculations about previous sexual experience;

6. Treating individuals adversely because they do not conform to stereotypical norms of feminine or masculine gender behavior;

7. Acts of Title IX harassment may take many different forms. Examples include (i) direct threats and other verbal statements (ii) email or other electronic messages (iii) physical contact, (iv) jokes, (v) gestures, and (vi) pictures or other visuals. The conduct must be sufficiently severe or pervasive as to unlawfully limit an individual’s ability to participate in or benefit from the College’s activities. Further, such conduct is evaluated from the perspective of a reasonable person in the victim’s position, taking into account the totality of the circumstances involved in a particular matter.

VII.3.03 Title IX Harassment and Sexual Violence General Procedures

Title IX harassment and sexual violence investigations are governed by the policies outlined below. The Office of General Counsel will develop procedures and forms to comply with this policy subject to the approval of the Chancellor or a designee.
(a) Reporting Sexual Violence

Any person who believes sexual violence occurred may promptly report the incident to one of the College’s responsible employees. A responsible employee includes any one or more of the following Campus Security Authorities: (i) the College’s Police Department, (ii) the Chief Student Services Officer, or (iii) the Title IX Coordinator.

All individuals listed in the prior paragraph shall promptly inform the Title IX Coordinator of any such report. The responsible employee must inform the reporting person that the responsible employee has a duty to relay the complaint to the Title IX Coordinator. The responsible employee must also inform the reporting student about his or her confidentiality options, available confidential advocacy, counseling, and other support services; the right to file a Title IX complaint with the College; and the right to report a crime to the campus or external law enforcement.

(b) Reporting Title IX Harassment Exclusive of Sexual Violence

Any person who believes Title IX harassment (excluding sexual violence) occurred is encouraged to report it to the Title IX Coordinator as quickly as possible. Reports can also be made to any supervisor, academic dean, Vice President of Instruction, Associate Vice Chancellor, Vice Chancellor, Chief Area Officer reporting directly to the Chancellor, President, or the Chancellor. Nothing in this policy restricts a complainant from filing a charge with an applicable law enforcement agency.

(c) Investigation and Interim Steps

The College may take interim steps to protect the complainant and the College’s community members pending the investigation or hearing of a Title IX harassment or sexual violence complaint depending on the nature of the complaint and the evidence.

A non-exhaustive list of such interim steps includes: issuing a no-contact order prohibiting the parties from having contact with each other; directing the lateral transfer of an employee or moving a student to another classroom setting; or making arrangements for alternative academic and employment environments. Interim steps can also depend on the respondent’s identity.

1. Faculty Employee: The President or a designee may place, after consulting with the Chancellor, the faculty member on administrative leave from employment responsibilities if the President reasonably believes that: (a) the alleged harassment or sexual violence occurred and (b) the respondent would be in a position to harm the College’s community members if the respondent continues to teach a class during an investigation or hearing under this section. Such leave may be with pay and all benefits.
2. **Non-Faculty Employee:** The applicable Vice Chancellor, President, or other Chief Area Officer reporting directly to the Chancellor responsible for the unit employing the respondent may place, after consulting with the Chancellor, the employee on administrative leave from employment responsibilities if he or she reasonably believes that: (a) the alleged harassment or sexual violence occurred; and (b) the respondent would be in a position to do harm to the College’s community members if the respondent continues to work in that unit or department during an investigation or hearing under this section. Such leave may be with pay and all benefits.

3. **Student:** The Chief Student Services Officer or a designee may restrict, after consulting with the President and Chancellor, the student-respondent from attendance at one or more classes or otherwise prohibit the student-respondent’s presence College-wide if the Chief Student Services Officer or a designee reasonably believes that: (a) the alleged harassment or sexual violence occurred; and (b) the respondent would be in a position to do harm to the College’s community members if the student-respondent continues to attend class or visit a particular campus during an investigation or hearing under this section.

4. **Third Party:** If the respondent is neither a student nor employee, the College, through the Office of the General Counsel, will nevertheless conduct an investigation and take steps to provide appropriate remedies for the complainant and, where appropriate, the College’s broader population. Such steps might include recommending the cancellation of an agreement in the case of a vendor, or the recommendation to sever a professional relationship.

(d) **Confidentiality**

The College strongly supports a student’s interest in confidentiality in Title IX harassment and sexual violence cases. The College will only disburse information regarding such cases to individuals with responsibility for preparing the College’s response. Disclosures required by local, state, or federal law will be the sole exception.

A complainant may request that his or her name not be disclosed to the respondent or that the College not investigate or seek action against the respondent. The College will determine whether it can honor such a request while still providing a safe and nondiscriminatory environment for all students, including the complainant. A complainant’s desire for anonymity or inaction may hinder the College’s investigation of a Title IX harassment or sexual violence complaint, but the College has the responsibility of providing a safe and nondiscriminatory environment for the College’s community members notwithstanding the complainant’s request for anonymity or inaction. The College will notify the complainant of its intention to disclose the
complainant’s identity if the College decides that providing a safe and nondiscriminatory environment for the College’s community members outweighs the complainant’s right to inaction or anonymity. The College will also notify the respondent that the complainant requested that the College not pursue disciplinary action against the respondent if the College elects to proceed.

The College does not require mental-health counselors, pastoral counselors, social workers, psychologists, health center employees, or any other person with a professional license requiring confidentiality, or who is supervised by such a person, to report, without the complainant’s consent, incidents of sexual violence to the College in a way that identifies the complainant.

(e) Proceedings in Sexual Violence Cases

The College will hold a hearing when a complainant specifically alleges sexual violence within a reasonable period of receiving the complaint or at a time by mutual consent of the parties. Both the complainant and the respondent will have an opportunity to present witnesses and evidence at this hearing. Both the complainant and the respondent may appear through a representative, including legal counsel, and personal attendance is not required from either party.

Neither the complainant nor the respondent will have an opportunity to question the other party, whether personally or through a representative. Each party will be limited to presenting his or her case, except that either party may submit desired cross-examination questions to the hearing officer on the date of the hearing. The hearing officer will determine whether to ask the questions submitted during his or her questioning of either party—that decision is not appealable.

The hearing officer will be an independent arbiter or mediator selected by the College at its sole discretion. The College will also conduct its own investigation led internally by the Associate Vice Chancellor of Human Resources (in the case of an employee-respondent) or the Associate Vice Chancellor for Student Services (in the case of a student-respondent) and shall submit a report to the hearing officer at the hearing.

The hearing result, along with any recommendation for corrective and disciplinary action from the hearing officer, shall be delivered simultaneously to the complainant, the respondent, and the Chancellor within a reasonable period after the hearing. The Chancellor’s decision will be final.

(f) Proceedings in all Other Cases

The Title IX Coordinator will provide a copy of the complaint to the respondent within a reasonable period of receiving it from the complainant. The respondent will then have
a reasonable period to respond in writing to the Title IX Coordinator. The next step will depend on the respondent’s status at the time of the alleged Title IX violation:

1. The Title IX Coordinator will then, in the case of an employee-respondent, forward the complaint, the response, and all attached evidence and documentation to the Chief Human Resources Officer who functions as a hearing officer under this section;

2. The Title IX Coordinator will then, in the case of a student-respondent, forward the complaint, the response, and all attached evidence and documentation to the Associate Vice Chancellor for Student Services who functions as a hearing officer under this section; or

3. The Title IX Coordinator will then, in the case of a third-party-respondent, forward the complaint, the response, and all attached evidence and documentation to the Executive Vice Chancellor who functions as a hearing officer under this section.

The College will conduct its own investigation led internally by a designee of the Chief Human Resource Officer (in the case of an employee-respondent) or a designee of the Associate Vice Chancellor for Student Services (in the case of a student-respondent) and shall submit that report to the applicable hearing officer.

The hearing officer’s investigative result, along with any recommendation for corrective and disciplinary action, shall be delivered simultaneously to the complainant, the respondent, and the Chancellor within a reasonable time of the hearing officer’s receipt of the file from the Title IX Coordinator. The Chancellor’s decision will be final.

(g) Evidentiary Standard

A preponderance of evidence standard must be used in any investigation or hearing under this section.

(h) Potential Disciplinary Actions

1. **Students:** If the investigation or hearing reveals that family or domestic violence, dating violence, sexual assault, Title IX harassment, or stalking was committed by a student, further action will be taken, including, but not limited to, any and all disciplinary actions set forth in Board Policy VI.F.4.01. Moreover, students who are victims of sexual assault will not be subjected to disciplinary actions if they consumed alcohol or drugs at the time of their sexual assault. The absence of such disciplinary action encourages students to report potential Title IX violations without fear of reprisal.
2. **Employees:** If the investigation or hearing reveals that family or domestic violence, dating violence, sexual assault, Title IX harassment, or stalking was committed by an employee, further action will be taken up to and including immediate employment termination under Section IV.F.13.03 of this policy.

3. **Third Parties:** If the investigation or hearing reveals that family or domestic violence, dating violence, sexual assault, Title IX harassment, or stalking was committed by a non-employee non-student, further action will be taken, including, but not limited to immediate severance and termination of any contractual or business relationships.

(i) **Prohibition of Title IX Retaliation**

Retaliation is a violation of the College’s Title IX harassment policy. The College’s policy prohibits any College community member from retaliating because of a person’s Title IX complaint. It is against the College’s policy to retaliate against any person who exercised his or her right to file a formal or informal Title IX harassment complaint, used any of the related processes the College provides, cooperated with an investigation, or testified or otherwise offered evidence connected to a complaint. A complaint’s actual or perceived truth does not excuse retaliatory conduct. Any person who observes retaliation should promptly notify the Title IX Coordinator.

**VI.E.3.03 Available Reporting Resources**

Complainants may contact the following agencies for assistance:

(a) **Internal Resources:**

Any College Office of Student Services
College Police Department: (281) 290-5911
College Office of Emergency Management: (281) 290-2891
College Employee Title IX Coordinator:

Chief Human Resources Officer
HR-Compliance@lonestar.edu
832-813-6520
College Student Title IX Coordinator

Associate Vice Chancellor of Student Services
Student-Compliance@lonestar.edu
832-813-6841

(b) External Resources:

Family Time Crisis and Counseling Center (Humble): (281) 446-2615
Domestic Violence Hotline: (713) 528-2121 / (713) 528-3625 (TDD)
Sexual Assault Hotline: (713) 528-7273 / (713) 528-3691 (TDD)
Montgomery County Women’s Center: (713) 528-7273
24-Hour Hotline: (936) 441-7273
Northwest Assistance Ministries: (281) 885-4673
Ben Taub Hospital: (713) 873-2000

MHMR Authority of Harris County
7011 Southwest Freeway
Houston, Texas 77074
Crisis Telephone: (866) 970-7770
Main Telephone: (713) 970-7000
Website: http://www.mhmraharris.org/

Houston Police Department (HPD) Mental Health Unit
1502 Ben Taub Loop
Houston, Texas 77030

Tri-County MHMR Services
1506 Old Montgomery Rd.
Conroe, Texas 77304
Crisis Phone: (800) 659-6994
Main Phone: (936) 756-8331
Website: http://www.tcmhmrs.org/

www.NotAlone.gov

VI.E.3.04 Convicted Sex Offender Policy

The Texas Code of Criminal Procedure Article 62.153 mandates each person required to register as a sex offender, and who intends to be employed, work with a contractor, or attend classes at the College, to register with the College’s Police Department at least seven (7) days before reporting to any College location.
As part of this registration, the individual must submit information pertinent to his or her offenses, which will be forwarded to the College’s Review Committee for a determination of eligibility for employment, vendor services, or enrollment. A person seeking to be enrolled as a student must first be approved before completing the registration process.

Failure to register and receive necessary approval under this section may result in immediate suspension, dismissal, or termination of employment.
Policy Report and Consideration No. 5 (ACTION ITEM 2) Board Meeting 12-3-15

Request: Consideration of Approval of the Recommended Revision of the Lone Star College System Board Policy Manual’s Contractual Termination Notice and Appeal Section (FINAL READING)

Chancellor’s Recommendation: That the Board of Trustees reviews and approves the recommended revisions to LSCS Policy Manual Section IV.F.10.12 and Section IV.F.10.13 addressing the College’s policies governing the termination of a contractual employee’s employment contract.

Rationale: The College has various types of employment contracts with employees. The proposed termination policies provide more robust due process protections to contractual employees before the College can terminate an employment contract while expanding the oversight of the Board of Trustees and the Chancellor.

Fiscal Impact: None

Staff Resource: Mario K. Castillo 832-813-6655
Helen Clougherty 832-813-6514
IV.F.10.12 Contractual Termination Notice and Appeal

An employment contract with the College creates a property interest in the position solely for the contract’s period of time. A contractual employee terminated during a contract term is entitled to a pre-termination notice and pre-termination appeal under this policy.

a. **Pre-termination Notice**: A contractual employee’s supervising President, Vice-Chancellor, or Chief Area Officer reporting directly to the Chancellor, must deliver a Notice of Forthcoming Termination providing notice of the charges raised against the employee, the nature of the evidence supporting those charges, and an opportunity for the employee to respond in writing.

Or in the case of a President, Vice Chancellor, or Chief Area Officer reporting directly to the Chancellor, if the Chancellor intends to propose the termination of a contractual employee who is a direct report to the Chancellor the Chancellor will deliver a Notice of Forthcoming Termination providing notice of the charges raised against the employee, the nature of the evidence supporting those charges, and an opportunity for the employee to respond in writing. The contractual employee shall have five working days to respond to the Notice of Forthcoming Termination before it is converted to a Notice of Recommended Termination. If an employee has not already been placed on administrative leave, the Notice of Recommended Termination shall also automatically place the employee on paid administrative leave during the pendency of any appeal.

Either category of contractual employee shall have five working days to respond to the Notice of Forthcoming Termination before it is converted to a Notice of Recommended Termination. If an employee has not already been placed on administrative leave, the Notice of Recommended Termination shall also automatically place the employee on paid administrative leave during the pendency of any appeal. If no appeal is filed, the Notice of Recommended Termination will automatically become a Notice of Termination on the 16th day following receipt of the Notice of Recommended Termination. The Board of Trustees delegates to the Chancellor the authority to terminate an employee’s employment in such a situation.

b. **Pre-termination Appeal**: That contractual employee has the right to request a hearing once his or her supervisor delivers a written Notice of Recommended Termination. That contractual employee must file a written request with the Chancellor within 15 working days after receiving that Notice of Recommended Termination. The written request for an appeal must specify whether the employee elects a representative. A contractual employee may elect to use legal representation during a pre-termination proceeding in the notice phase or in the appeal phase. The contractual employee is responsible for the costs of such representation.

1. **Appeal**: The contractual employee will have an opportunity to present evidence before the Chancellor alleging the termination is without cause, and/or would violate state or federal law. The Board of Trustees will hear any appeal from a President, Vice Chancellor, or Chief Area Officer. Every reference to “the Chancellor” below, as it relates to a President, Vice Chancellor, or Chief Area Officer should be interpreted to mean “the Board of Trustees” when the contractual employee being recommended for termination is a President, Vice Chancellor, or Chief Area Officer reporting directly to the Chancellor at the time of the Chancellor’s recommended termination. Likewise, every reference to the President, Vice Chancellor, or Chief Area Officer below should be interpreted to mean the Chancellor when the subject contractual employee is a President, Vice Chancellor or Chief Area Officer reporting directly to the Chancellor.
2. **Hearing Date**: A hearing shall take place within thirty (30) working days after the employee files a written request for such hearing with the Chancellor.

3. **Hearing Records**: The employee and the employee’s President, Vice-Chancellor, or Chief Area Officer reporting to the Chancellor, will submit to the Chancellor a one-page statement identifying their concerns in employee’s continued employment. If the employee chooses to present witnesses at the pre-termination appeal hearing, then the employee may present individual witnesses during the hearing and copies of all documentation relied upon and in support of their position. At least ten (10) working days prior to the hearing, both the employee and the employee’s President, Vice-Chancellor, or Chief Area Officer shall furnish at least three copies of the hearing records, the names of witnesses, and name of any representative, to the Chancellor. The Chancellor will review only the hearing records submitted by the employee and his or her President, Vice Chancellor, or Chief Area Officer reporting directly to the Chancellor, and upon convening the hearing, invite responses to certain questions in order to reach a decision.

4. **Time Allocation**: Both the employee and the employee’s President, Vice Chancellor, or Chief Area Officer reporting to the Chancellor, recommending the termination will each have at least thirty (30) minutes to present to the Chancellor. During the 30 minutes, the employee and the recommending supervisor may present their respective positions regarding the termination recommendation, including presentation of witnesses. This process does not provide for any cross-examination of the witnesses, or questioning of the employee and/or employee’s supervisor, or designee, from the other party or his or her representatives. The Chancellor will have thirty (30) minutes in which to question the parties present at the hearing, including witnesses.

5. **Decision**: The Chancellor will make a decision within fifteen (15) working days of the hearing. The decision of the Chancellor shall be final—except where the employee alleges a procedural irregularity that violates the Lone Star College System Board Policy Manual and is therefore appealable to the Board of Trustees under Section IV.F.10.06. The Board of Trustees delegates to the Chancellor the authority to terminate an employee’s employment where no allegation of procedural irregularity is made.

6. **Representation**: The employee may choose to have a representative at the hearing. The employee shall bear his or her own costs of any such representation.

7. **Notice of Representation**: The employee or his or her representative, including the legal representative, must provide at least ten (10) working days’ notice of such representation prior to any hearing under this section. The College’s General Counsel or a designee must be present at the hearing.

8. **Prohibition on Using College Resources**: The employee and his or her Representative, including the legal representative, shall not meet during the employee’s working hours when preparing for the employee’s pre-termination notice response or hearing and shall not use the College’s resources when preparing for either.

9. **Modification**: The Chancellor and his or her designee may modify the pre-termination hearing procedures upon written notice to the requesting employee and prior to the Hearing Date.
IV.F.10.13 Timeliness

The time limits, as provided in this policy, are created in order to ensure that issues are raised and addressed promptly. Timelines for the filing of and response to an appeal may be extended by the mutual agreement of the employee and the Chancellor’s Office. An appeal shall be considered resolved at the completion of any step, if all parties are satisfied or if neither party files a timely appeal to the next step.

The process permitted by this policy constitutes a grievance for purposes of Texas Education Code Section 51.960.
Request: Consideration of Approval of the Recommended Revision of the Lone Star College System Board Policy Manual’s Change in Contract Status Section (FINAL READING)

Chancellor’s Recommendation: That the Board of Trustees reviews and approves the recommended revisions to LSCS Policy Manual Section IV.F.8.01, Section IV.F.8.02, and Section IV.F.8.03 addressing changes in contract status policies for contractual employees.

Rationale: The College has various types of employment contracts with its employees. The proposed policies addresses the modification, extension, and non-renewal of employment contracts in a fair manner that complies with local, state, and federal law while providing more oversight to the Chancellor and Board of Trustees.

Fiscal Impact: None

Staff Resource: Mario K. Castillo  832-813-6655
               Helen Clougherty  832-813-6514
IV.F.8. Change in Contract Status

IV.F.8.01 Policy

The College has various types of employment contracts with many of its employees. The policy below addresses the modification, extension, and non-renewal of employment contracts in a fair manner that complies with local, state, and federal law.

IV.F.8.02 Definitions

(a) **Change in Contract Status:** A change in contract status occurs when a President, Vice Chancellor, or Chief Area Officer reporting directly to the Chancellor, recommends a change in a subordinate’s employment contract status. It can also occur when the Chancellor recommends a change in a direct-report’s employment contract status. Change in contract status can take one of three forms:

1. The return to an annual contract in the subsequent academic year in the case of a faculty member or administrator on a multiple-year contract.

2. The continuation of an annual contract in the subsequent academic year in the case of a faculty member or administrator on an annual contract but who has, since execution of that annual contract, become eligible for a multiple-year contract.

3. The non-renewal of either an annual or multiple-year contract in the subsequent academic year.

(b) **Notice:** Notice of intention to effectuate a change in contract status as defined in the section above shall be given by the Chancellor on or before March 1st preceding the end of the contract term fixed in the current contract—provided the employee was employed before March 1st. The Board may employ the contractual employee in the same capacity for the succeeding academic year if the Chancellor fails to provide the March 1st notice. This process is not valid in the event that the Board of Trustees takes action for a reduction in force.

IV.F.8.03Appealing a Contractual Change of Status Recommendation

The appeal of a Notice depends on the employee’s position at the time the contractual employee received the Notice.

(a) **Vice Chancellor, President, or Chief Area Officers.**

An employee who has received notice of a proposed change of status will have up to 20 working days to appeal a contractual change of status recommendation made by the Chancellor to the Board of Trustees. The request for an appeal presentation must be made to the Board Liaison.
The affected employee will have 30 minutes to explain his/her basis for why the change in status should not be upheld. The Chancellor will also have 30 minutes to explain the basis for the recommendation. No cross-examination will be permitted by either side, although the Board members may ask questions of the affected employee and the Chancellor. The Board will decide whether to uphold the Chancellor’s recommendation. Such decision will be made at the meeting at which the presentation is made or at a subsequent meeting which has been properly posted in accordance with the Open Meetings Act.

(b) All Other Contractual Employees.

From the date of receipt of the Notice the affected employee will have up to 20 working days to appeal a contractual change of status recommendation to the Office of the Chancellor.

The Chancellor’s review will include a personal meeting with the affected employee and the recommending President, Vice Chancellor, or Chief Area Officer reporting directly to the Chancellor. The President, Vice Chancellor, or Chief Area Officer will have 30 minutes to explain the basis for the initial recommendation and provide any documentation.

The affected employee will then have 30 minutes to explain his/her basis for why the change in contract status should not be upheld by the Chancellor and will also have the opportunity to provide supporting documentation. Neither the supervisor, nor the affected employee, may cross-examine or question each other during their respective 30 minutes.

The Chancellor will notify the affected employee no later than 15 working days following receipt of the appeal of the Notice. The employee may directly appeal to the Board if the employee alleges a violation of the Lone Star College Board Policy Manual as defined in Section IV.F.10.06. The Chancellor will forward to the Board of Trustees all accepted recommendations and recommendations not appealed.

The process permitted by this policy constitutes a grievance for purposes of Texas Education Code Section 51.960.
Policy Report and Consideration No. 7       (ACTION ITEM 4)       Board Meeting 12-3-15

Request: Consideration of Approval of the 2016-2017 Academic Calendar.

Chancellor’s Recommendation: That the Board of Trustees approves the proposed calendar.

Rationale: The calendar outlines the major events for the 2016-17 academic year and complies with the Common Calendar guidelines established by the Texas Higher Education Coordinating Board. The proposed academic calendar has been reviewed by the Vice Presidents of Instruction, the Vice Presidents of Student Success, Faculty Senate presidents, and the Office of Academic & Student Affairs. College system policy requires the Board of Trustees to approve the official academic calendars.

Fiscal Impact: None

Staff Resource: Austin Lane 832.813.6648
# 2016-2017 Academic Calendar

## Fall Semester 2016

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Faculty return</td>
<td>August 22</td>
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<tr>
<td>Classes begin</td>
<td>August 29</td>
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<tr>
<td>Labor Day holiday (offices closed)</td>
<td>September 3-5</td>
</tr>
<tr>
<td>Friday, Saturday &amp; Sunday classes begin (Labor Day Sept 5)</td>
<td>9, 10, &amp; 11</td>
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<tr>
<td>Thanksgiving holiday (offices closed)</td>
<td>November 23-27</td>
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<tr>
<td>Final exams</td>
<td>December 12 - 18</td>
</tr>
<tr>
<td>Winter holidays (offices closed)</td>
<td>December 22 – January 4</td>
</tr>
</tbody>
</table>

## Winter Minimester

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classes begin</td>
<td>December 19</td>
</tr>
<tr>
<td>Winter holiday (no classes)</td>
<td>December 25</td>
</tr>
<tr>
<td>Winter holiday (no classes)</td>
<td>January 1</td>
</tr>
<tr>
<td>3-Week Minimester Ends</td>
<td>January 8</td>
</tr>
<tr>
<td>4-Week Minimester Ends</td>
<td>January 15</td>
</tr>
</tbody>
</table>

## Spring Semester 2017

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offices open</td>
<td>January 5</td>
</tr>
<tr>
<td>Faculty return</td>
<td>January 9</td>
</tr>
<tr>
<td>MLK holiday (offices closed)</td>
<td>January 16</td>
</tr>
<tr>
<td>Classes begin</td>
<td>January 17</td>
</tr>
<tr>
<td>Friday, Saturday &amp; Sunday classes begin</td>
<td>January 20, 21 &amp; 22</td>
</tr>
<tr>
<td>Spring break (offices closed)</td>
<td>March 13-19</td>
</tr>
<tr>
<td>Spring holiday (offices closed)</td>
<td>April 14-16</td>
</tr>
<tr>
<td>Final exams</td>
<td>May 8-14</td>
</tr>
</tbody>
</table>

## May Minimester 2017

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classes begin</td>
<td>May 15</td>
</tr>
<tr>
<td>Memorial Day holiday (offices closed)</td>
<td>May 27-29</td>
</tr>
<tr>
<td>May Minimester Ends</td>
<td>June 4</td>
</tr>
</tbody>
</table>

## Summer I 2017

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classes begin</td>
<td>June 5</td>
</tr>
<tr>
<td>Independence Day holiday (offices closed)</td>
<td>July 4</td>
</tr>
<tr>
<td>First Summer Session ends</td>
<td>July 11</td>
</tr>
</tbody>
</table>

## Summer II 2017

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classes begin</td>
<td>July 13</td>
</tr>
<tr>
<td>Summer Session ends</td>
<td>August 20</td>
</tr>
</tbody>
</table>
## 2016-2017 Academic Calendar

### 17/18

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty returning</td>
<td>August 21</td>
</tr>
<tr>
<td>Classes starting</td>
<td>August 28</td>
</tr>
</tbody>
</table>

### 2016/2017 Offices Closed

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Day holiday</td>
<td>September 3-5</td>
</tr>
<tr>
<td>Thanksgiving holiday</td>
<td>November 23-27</td>
</tr>
<tr>
<td>Winter holidays</td>
<td>December 22 – January 4</td>
</tr>
<tr>
<td>MLK holiday</td>
<td>January 16</td>
</tr>
<tr>
<td>Spring break</td>
<td>March 13-19</td>
</tr>
<tr>
<td>Spring holiday</td>
<td>April 14-16</td>
</tr>
<tr>
<td>Memorial Day holiday</td>
<td>May 27-29</td>
</tr>
<tr>
<td>Independence Day holiday</td>
<td>July 4</td>
</tr>
</tbody>
</table>
Report: Monthly Financial Statements

The financial statements for the month ended October 31, 2015 are presented for Board review.
ACTUAL REVENUES AS A % OF BUDGET
9/1 THROUGH 10/31

15-16 20.4%
14-15 21.7%
13-14 21.0%
12-13 21.0%
11-12 20.0%
ACTUAL EXPENDITURES AS A % OF BUDGET
9/1 THROUGH 10/31 (17% OF YEAR)

- 15-16: 15.8%
- 14-15: 15.6%
- 13-14: 15.0%
- 12-13: 13.7%
- 11-12: 13.6%
STUDENT REVENUES THROUGH OCTOBER 31, 2015

- Credit Tuition: 47%
- Out of LSC Fees: 12%
- Differential Fees: 6%
- Other Credit Fees: 33%
- Non-Credit Revenues: 2%
# LONE STAR COLLEGE

Statement of Revenues and Expenditures
General and Auxiliary Funds
YTD October 31, 2015
Unaudited

## REVENUES:

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>FISCAL YTD ACTUAL</th>
<th>% ACTUAL TO BUDGET</th>
<th>PRIOR YEAR ACTUAL</th>
<th>PRIOR YEAR % ACTUAL TO BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Appropriations</strong></td>
<td>$74,090,000</td>
<td>$17,782,354</td>
<td>24.0%</td>
<td>$17,394,164</td>
<td>24.0%</td>
</tr>
<tr>
<td><strong>Tuition and Fees</strong></td>
<td>111,840,000</td>
<td>46,558,170</td>
<td>41.6%</td>
<td>47,094,243</td>
<td>43.2%</td>
</tr>
<tr>
<td><strong>Taxes</strong></td>
<td>125,260,000</td>
<td>631,284</td>
<td>0.5%</td>
<td>1,469,142</td>
<td>1.3%</td>
</tr>
<tr>
<td><strong>Investments</strong></td>
<td>420,000</td>
<td>41,893</td>
<td>10.0%</td>
<td>65,614</td>
<td>18.7%</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>6,020,000</td>
<td>889,539</td>
<td>14.8%</td>
<td>880,179</td>
<td>15.0%</td>
</tr>
<tr>
<td><strong>Tuition/Growth Contingency</strong></td>
<td>910,000</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Current Operations Revenues</strong></td>
<td>318,540,000</td>
<td>65,903,240</td>
<td>20.7%</td>
<td>66,903,342</td>
<td>21.9%</td>
</tr>
<tr>
<td><strong>Auxiliary Revenues</strong></td>
<td>18,140,000</td>
<td>2,770,134</td>
<td>15.3%</td>
<td>2,738,772</td>
<td>18.3%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>336,680,000</td>
<td>68,673,374</td>
<td>20.4%</td>
<td>69,642,114</td>
<td>21.7%</td>
</tr>
<tr>
<td><strong>Reserves</strong></td>
<td>5,810,000</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Revenues and Reserves</strong></td>
<td>342,490,000</td>
<td>68,673,374</td>
<td>20.4%</td>
<td>69,642,114</td>
<td>21.7%</td>
</tr>
</tbody>
</table>

## EXPENDITURES:

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>FISCAL YTD ACTUAL</th>
<th>% ACTUAL TO BUDGET</th>
<th>PRIOR YEAR ACTUAL</th>
<th>PRIOR YEAR % ACTUAL TO BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Instruction-Academic</strong></td>
<td>82,330,835</td>
<td>14,323,475</td>
<td>17.4%</td>
<td>13,449,314</td>
<td>16.7%</td>
</tr>
<tr>
<td><strong>Instruction-Workforce</strong></td>
<td>29,059,628</td>
<td>5,808,678</td>
<td>20.0%</td>
<td>5,514,607</td>
<td>21.2%</td>
</tr>
<tr>
<td><strong>Public Service</strong></td>
<td>764,555</td>
<td>128,785</td>
<td>16.8%</td>
<td>107,336</td>
<td>13.7%</td>
</tr>
<tr>
<td><strong>Academic Support</strong></td>
<td>54,849,814</td>
<td>7,002,548</td>
<td>12.8%</td>
<td>6,724,640</td>
<td>11.4%</td>
</tr>
<tr>
<td><strong>Student Services</strong></td>
<td>48,331,748</td>
<td>6,734,867</td>
<td>13.9%</td>
<td>6,216,646</td>
<td>13.9%</td>
</tr>
<tr>
<td><strong>Institutional Support</strong></td>
<td>33,172,476</td>
<td>5,346,909</td>
<td>16.1%</td>
<td>5,578,477</td>
<td>16.6%</td>
</tr>
<tr>
<td><strong>Plant Operation and Maintenance</strong></td>
<td>32,552,927</td>
<td>5,585,933</td>
<td>17.2%</td>
<td>5,323,338</td>
<td>16.5%</td>
</tr>
<tr>
<td><strong>Staff Benefits</strong></td>
<td>26,888,017</td>
<td>4,592,250</td>
<td>17.1%</td>
<td>4,524,460</td>
<td>19.9%</td>
</tr>
<tr>
<td><strong>Growth Contingency</strong></td>
<td>410,000</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Educational and General Expenditures</strong></td>
<td>308,360,000</td>
<td>49,523,442</td>
<td>16.1%</td>
<td>47,438,818</td>
<td>15.7%</td>
</tr>
<tr>
<td><strong>Repair, Replacement and Other</strong></td>
<td>5,050,000</td>
<td>32,548</td>
<td>0.6%</td>
<td>76,727</td>
<td>1.5%</td>
</tr>
<tr>
<td><strong>Internally Designated</strong></td>
<td>18,580,000</td>
<td>2,802,404</td>
<td>15.1%</td>
<td>2,487,769</td>
<td>16.6%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>331,990,000</td>
<td>52,358,394</td>
<td>15.8%</td>
<td>50,003,314</td>
<td>15.6%</td>
</tr>
<tr>
<td><strong>Other Changes - Debt Service &amp; Fund Transfers</strong></td>
<td>10,500,000</td>
<td>2,072,356</td>
<td>15.8%</td>
<td>1,998,806</td>
<td>15.6%</td>
</tr>
<tr>
<td><strong>Total Expenditures and Transfers</strong></td>
<td>342,490,000</td>
<td>54,430,750</td>
<td>15.8%</td>
<td>52,002,120</td>
<td>15.6%</td>
</tr>
</tbody>
</table>

## NET INCREASE (DECREASE) IN FUND BALANCES

<table>
<thead>
<tr>
<th></th>
<th>General Funds</th>
<th>Auxiliary Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>440,000</strong></td>
<td>14,274,894</td>
<td>17,388,991</td>
</tr>
<tr>
<td><strong>(440,000)</strong></td>
<td>(32,270)</td>
<td>251,003</td>
</tr>
</tbody>
</table>

**TOTAL NET INCREASE (DECREASE) IN FUND BALANCES** | $0 | $14,242,624 | $17,639,994 |
LONE STAR COLLEGE

Balance Sheet
October 31, 2015
Unaudited

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>General &amp; Auxiliary</th>
<th>Restricted, GASB 34/35</th>
<th>Reporting &amp; Investment In Plant</th>
<th>Memorandum Totals Current Year</th>
<th>Memorandum Totals Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, cash equivalents &amp; investments</td>
<td>$ 35,252,187</td>
<td>$ 189,642,827</td>
<td>$ 224,895,014</td>
<td>$ 143,356,370</td>
<td></td>
</tr>
<tr>
<td>Accounts receivable, net</td>
<td>21,540,602</td>
<td>9,319,435</td>
<td>30,860,037</td>
<td>29,457,064</td>
<td></td>
</tr>
<tr>
<td>Prepaid and deferred expenses</td>
<td>9,104,277</td>
<td>-</td>
<td>9,104,277</td>
<td>6,221,738</td>
<td></td>
</tr>
<tr>
<td>Inventories, at cost</td>
<td>46,236</td>
<td>-</td>
<td>46,236</td>
<td>47,434</td>
<td></td>
</tr>
<tr>
<td>Capital assets, net</td>
<td>-</td>
<td>775,120,535</td>
<td>775,120,535</td>
<td>766,181,744</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>$ 65,943,302</strong></td>
<td><strong>$ 974,082,797</strong></td>
<td><strong>$ 1,040,026,099</strong></td>
<td><strong>$ 945,264,350</strong></td>
<td></td>
</tr>
</tbody>
</table>

LIABILITIES AND FUND BALANCES

<table>
<thead>
<tr>
<th>LIABILITIES</th>
<th>General &amp; Auxiliary</th>
<th>Restricted, GASB 34/35</th>
<th>Reporting &amp; Investment In Plant</th>
<th>Memorandum Totals Current Year</th>
<th>Memorandum Totals Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts payable</td>
<td>$ 708,593</td>
<td>$ 9,133,698</td>
<td>$ 9,842,291</td>
<td>$ 14,148,842</td>
<td></td>
</tr>
<tr>
<td>Deferred revenues</td>
<td>3,386,283</td>
<td>4,232,214</td>
<td>7,618,497</td>
<td>7,532,074</td>
<td></td>
</tr>
<tr>
<td>Accrued compensable absences payable</td>
<td>5,559,198</td>
<td>310,924</td>
<td>5,870,122</td>
<td>7,207,655</td>
<td></td>
</tr>
<tr>
<td>Accrued interest payable</td>
<td>-</td>
<td>7,798,785</td>
<td>7,798,785</td>
<td>1,018,776</td>
<td></td>
</tr>
<tr>
<td>Bonds payable</td>
<td>-</td>
<td>740,260,679</td>
<td>740,260,679</td>
<td>616,895,728</td>
<td></td>
</tr>
<tr>
<td>Assets held in custody for others</td>
<td>710,635</td>
<td>6,918,827</td>
<td>7,629,462</td>
<td>6,375,584</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td><strong>10,364,709</strong></td>
<td><strong>768,655,127</strong></td>
<td><strong>779,019,836</strong></td>
<td><strong>653,178,659</strong></td>
<td></td>
</tr>
</tbody>
</table>

FUND BALANCES:

<table>
<thead>
<tr>
<th>FUND BALANCES</th>
<th>General &amp; Auxiliary</th>
<th>Restricted, GASB 34/35</th>
<th>Reporting &amp; Investment In Plant</th>
<th>Memorandum Totals Current Year</th>
<th>Memorandum Totals Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Balances</td>
<td>55,578,593</td>
<td>205,427,670</td>
<td>261,006,263</td>
<td>292,085,691</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL FUND BALANCES</strong></td>
<td><strong>55,578,593</strong></td>
<td><strong>205,427,670</strong></td>
<td><strong>261,006,263</strong></td>
<td><strong>292,085,691</strong></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL LIABILITIES AND FUND BALANCES** | **$ 65,943,302** | **$ 974,082,797** | **$ 1,040,026,099** | **$ 945,264,350** |

Subject to Change pending completion of the August 31, 2015 audit.
LONE STAR COLLEGE  
SUMMARY OF INVESTMENTS  
AS OF OCTOBER 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Ending BV 09/30/2015</th>
<th>Total Buys</th>
<th>Total Sells</th>
<th>Interest/Dividends</th>
<th>Ending BV 10/31/2015</th>
<th>Ending BV 10/31/2014</th>
<th>Weighted Avg. Purchase Purchase Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL FUNDS</td>
<td>$ 9,555,337</td>
<td>$ 30,718,843</td>
<td>$ 34,552,234</td>
<td>$ 1,552</td>
<td>$ 5,721,946</td>
<td>$ 7,947,370</td>
<td>0.60%</td>
</tr>
<tr>
<td>POOLS</td>
<td>33,492,991</td>
<td>11,981</td>
<td>10,074,395</td>
<td>11,981</td>
<td>23,430,577</td>
<td>51,641,490</td>
<td></td>
</tr>
<tr>
<td>CERTIFICATES OF DEPOSIT</td>
<td>2,633,651</td>
<td>3,001,162</td>
<td>-</td>
<td>1,162</td>
<td>5,634,813</td>
<td>15,113,440</td>
<td></td>
</tr>
<tr>
<td>MONEY MARKET ACCOUNTS</td>
<td>20,443,679</td>
<td>3,106</td>
<td>2,406,212</td>
<td>3,106</td>
<td>18,040,573</td>
<td>3,408,721</td>
<td></td>
</tr>
<tr>
<td>SECURITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total / Average</td>
<td>$ 66,125,658</td>
<td>$ 33,735,092</td>
<td>$ 47,032,841</td>
<td>$ 17,801</td>
<td>$ 52,827,909</td>
<td>$ 78,111,021</td>
<td>0.60%</td>
</tr>
<tr>
<td>DEBT SERVICE &amp; CAPITAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROJECTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CERTIFICATES OF DEPOSIT</td>
<td>$ 745,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$ 745,000</td>
<td>$ 10,022,510</td>
<td></td>
</tr>
<tr>
<td>DEBT SERVICE POOLS</td>
<td>21,985,347</td>
<td>150,538</td>
<td>73,234</td>
<td>4,070</td>
<td>22,062,651</td>
<td>16,180,819</td>
<td></td>
</tr>
<tr>
<td>CAPITAL PROJECTS POOLS</td>
<td>150,972,679</td>
<td>20,809</td>
<td>22,240,142</td>
<td>20,809</td>
<td>128,753,346</td>
<td>27,370,210</td>
<td></td>
</tr>
<tr>
<td>MONEY MARKET ACCOUNTS</td>
<td>15,089,165</td>
<td>3,619</td>
<td>-</td>
<td>3,619</td>
<td>15,092,784</td>
<td>15,052,241</td>
<td></td>
</tr>
<tr>
<td>AGENCIES</td>
<td>-</td>
<td>14,352,551</td>
<td>-</td>
<td>-</td>
<td>14,352,551</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total / Average</td>
<td>$ 188,947,191</td>
<td>$ 15,272,517</td>
<td>$ 22,313,376</td>
<td>$ 28,498</td>
<td>$ 181,806,332</td>
<td>$ 68,625,780</td>
<td>0.21%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$ 254,172,840</td>
<td>$ 49,007,609</td>
<td>$ 69,346,217</td>
<td>$ 46,299</td>
<td>$ 233,834,241</td>
<td>$ 146,736,801</td>
<td>0.30%</td>
</tr>
</tbody>
</table>
Financial Report and Consideration No. 2  (ACTION ITEM 5)  Board Meeting 12-3-15

Request: Consideration of Approval and Acceptance of the Comprehensive Annual Financial Report (“CAFR”) and the Independent Auditors’ Reports

Chancellor’s Recommendation: That the Board of Trustees considers the Board Audit and Finance Committee’s recommendation regarding the approval and acceptance of the CAFR and the independent auditors’ reports.

Rationale: The CAFR for the fiscal years ended August 31, 2015 and 2014 and the independent auditors’ reports thereon are presented for Board approval and acceptance. The independent auditing firm of Whitley Penn has issued an unmodified or “clean” opinion on the College’s financial statements and federal financial assistance programs. As required by the Texas Administrative Code (19 Tex. Admin. Code § 13.62(c)), the CAFR should be filed with various state agencies by January 1, 2016.

The reports are scheduled to be reviewed by the Board of Trustees Audit and Finance Committee prior to the December 3, 2015 Board meeting.

Fiscal Impact: None

Staff Resource: Cindy Gilliam 832-813-6512
Request: Consideration of Approval of amended and restated eleventh supplemental resolution authorizing the issuance of one or more series of Lone Star College System Revenue Financing System Refunding Bonds, Series 2016, and such other series or subseries authorized herein; providing for the security and payment thereof; establishing certain parameters for the bonds; authorizing the Chancellor and/or Vice Chancellor for Administration and Finance/Chief Financial Officer to approve the amount, the interest rate, price, redemption provisions and certain other terms thereof; authorizing the execution and delivery of one or more bond purchase agreements, and a paying agent/registrar agreement relating to such bonds; approving the preparation and distribution of an official statement; and enacting other provisions relating thereto.

Chancellor’s Recommendation: That the Board of Trustees approves the order authorizing the issuance of Lone Star College System Revenue Financing System Refunding Bonds, Series 2016, and the redemption and/or defeasance of certain outstanding debt. This authorization will remain in effect for up to twelve months from the date of Board approval.

Rationale: The System has approximately $114,355,000 million in outstanding revenue financing system bonds that are continually reviewed for refunding opportunities in the current market. This parameter order allows the staff to identify the most optimal bonds to refund in the prevailing market up to $80 million in par value, and to identify the most optimal time to issue the proposed refunding bonds to secure lower interest rates.

Fiscal Impact: In today’s market, approximately $12,300,000 of revenue financing system bonds would be selected as refunding candidates and if refunded would produce approximately $990,000 in savings (in today’s dollars) or 8.1% of the par refunded.

Staff Resource: Cindy Gilliam 832-813-6512
Financial Report and Consideration No. 4 (ACTION ITEM 7)  Board Meeting 12-3-15

Request: Consideration of approval of order authorizing the issuance of Lone Star College System Limited Tax General Obligation Refunding Bonds, Series 2016, and such other series or subseries designated by this order; providing for the sale thereof in accordance to specified parameters; authorizing the redemption and/or defeasance prior to maturity of certain outstanding bonds and authorizing the Chancellor and/or Vice Chancellor for Administration and Finance/Chief Financial Officer to take all necessary steps to cause the redemption and/or defeasance of such bonds; and enacting other provisions related thereto

Chancellor’s Recommendation: That the Board of Trustees approves the order authorizing the issuance of Lone Star College System Limited Tax General Obligation Refunding Bonds, Series 2016, and the redemption and/or defeasance of certain outstanding debt. This authorization will remain in effect for up to twelve months from the date of Board approval.

Rationale: The System has approximately $545,285,000 million in outstanding general obligation bonds that are continually reviewed for refunding opportunities in the current market. This parameter order allows the staff to identify the most optimal bonds to refund in the prevailing market up to $200 million in par value, and to identify the most optimal time to issue the proposed refunding bonds to secure lower interest rates.

Fiscal Impact: In today’s market, approximately $25.8 million of limited tax general obligation bonds would be selected as refunding candidates and if refunded would produce approximately $2.5 million in savings (in today’s dollars) or 9.6% of the par refunded.

Staff Resource: Cindy Gilliam 832-813-6512
Financial Report and Consideration No. 5  (ACTION ITEM 8)  Board Meeting 12-3-15

Request:  
Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Additional Agreements or Amendments to Existing Agreements for the Purchase of Electricity Services

Chancellor’s Recommendation:  
That the Board of Trustees authorizes the Chancellor or designee to negotiate and execute additional agreements or amendments to existing agreements with Energy For Schools (“EFS”), Two Park Ten Place, 16300 Katy Freeway, Suite 140, Houston, TX 77094, for the purchase of electricity services for a period of up to 42 months, beginning December 4, 2015, through June 30, 2019.

Rationale:  
Lone Star College’s (the “College”) current electricity supplier is EFS, a political subdivision organized under the authority of the Texas Local Government Code for the purpose of negotiating the purchase of electricity services on behalf of its members. The Board of Trustees approved the College’s membership in EFS in December 2003.

The Board of Trustees previously approved two agreements with EFS to provide electricity. The first agreement, effective July 1, 2014 and ending June 30, 2016, is at a rate of $0.06749 per kWh. The second agreement begins July 1, 2016 and ends June 30, 2019 at a rate of $0.05685 per kWh. These agreements allow new facilities to be added at the contracted rate if the additional volume is below 3% of the total contracted volume. If the volume exceeds the 3% threshold, a new agreement and rate must be negotiated. Even if the volume of the new facility is below the 3% threshold, the College may choose to enter into a new agreement if the current market rate is lower than the contracted rates.

The College recently acquired a new building for the LSC-CyFair Information Technology & Visual Communications Satellite Center (“ITVC”), and will be opening LSC-Creekside Satellite Center (“Creekside”) in December for spring registration. While these facilities can be added to the existing agreements at the contracted rates, current market rates are lower by approximately 30%.

If this request is approved by the Board of Trustees, the Chancellor or designee will negotiate and execute a new agreement for electricity services for ITVC and Creekside at a rate to be quoted by EFS. This rate must be accepted the same day it is received in order to execute a fixed rate agreement through June 30, 2019. In addition, as additional facilities open between December 4, 2015 and June 30, 2019, the Chancellor or designee will negotiate and execute new agreements or amendments to existing agreements based on the most favorable terms and conditions available.
This purchase is in accordance with Texas Government Code, Subchapter F, §§ 271.101-102, which allows a local government to participate in a cooperative purchasing program with another local cooperative organization.

Fiscal Impact:
Funds for this purchase are included in the approved FY 2015-16 budget. Funds for subsequent years will be included in future proposed budgets.

Staff Resource:
Cindy Gilliam
832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract to Purchase Construction Manager at Risk (“CMAR”) Services for the Petrochemical/Refinery Simulation Training Laboratory at the LSC-Kingwood Process Technology Center at Generation Park

Chancellor’s Recommendation: That the Board of Trustees authorizes the Chancellor or designee to negotiate and execute a contract to purchase CMAR services for the Petrochemical/Refinery Simulation Training Laboratory at LSC-Kingwood Process Technology Center at Generation Park with Tellepsen Industrial, LLC, 3508 East Pasadena Blvd, Pasadena, Texas 77503, for an amount not-to-exceed $2,000,000.

Rationale: CMAR services are required for the Petrochemical/Refinery Simulation Training Laboratory at the LSC-Kingwood Process Technology Center. This 2014 Bond Construction Program facility is one of the new advanced technology centers offering specialty workforce education in plant control room operations with hands-on training for the chemical processing and refinery industries.

In compliance with provisions of the Texas Government Code §2269.253, a Request for Proposal (RFP #404) using a one-step process was publicly advertised and issued to thirty-five construction services companies. A pre-proposal conference was held and three firms were represented. A total of two responses were received.

The evaluation was based on the firm’s qualifications, experience and reputation, relevant higher education project experience, client references, quality assurance, financial capability, methodology (approach and execution), proposal cost, extent to which certified historically underutilized businesses (HUB), minority and/or veteran or women-owned businesses are utilized, experience of proposed lead personnel, and ability to meet the project completion timeline. It is recommended that the firm with the highest proposal evaluation score be awarded the contract. A Guaranteed Maximum Price will be presented for recommended approval to the Board of Trustees at a future date once the design is complete and bids have been received from subcontractors.

Fiscal Impact: Funds for this purchase are available from general obligation bonds, series 2015.

Staff Resource: Cindy Gilliam 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute the Guaranteed Maximum Price ("GMP") Contracts for the Balance of Construction Services Related to the LSC-CyFair Main Campus Phase One, Group 1A Projects Under the 2014 General Obligation Bond Construction Program

Chancellor’s Recommendation: That the Board of Trustees authorizes the Chancellor or designee to negotiate and execute the GMP contracts for the balance of the construction services related to the LSC-CyFair Main Campus phase one, group 1A projects under the 2014 General Obligation Bond Program with Durotech, Inc., 11931 Wickchester Lane, Suite 205, Houston, TX 77043, in the amount of $23,814,341.

Rationale: At the June 2015 Board meeting, the Board of Trustees approved Durotech to provide CMAR services for phase one, group 1A bond projects at the LSC-CyFair main campus in compliance with Texas Government Code § 2269.253 through a formal Request for Qualifications process. These projects include an instructional building, central plant expansion, surface parking, and renovations to the Center for Academic and Student Affairs building.

At the November 2015 Board meeting, the Board of Trustees approved the initial GMP for the civil construction services related to these projects in the amount of $2,785,659.

Durotech solicited proposals from subcontractors for the balance of the construction services related to these projects based on the drawings prepared by the approved project architect, Gensler. Bids were provided to Durotech from subcontractors and a GMP was prepared.

Fiscal Impact: Funds for this purchase are available from the General Obligation Bonds, Series 2015.

Staff Resource: Cindy Gilliam 832-813-6512
Request: Consideration of Approval to Purchase Additional Telecommunication Services for the College

Chancellor’s Recommendation: That the Board of Trustees approves the purchase of additional telecommunication services for the College up to $105,000 in year five of the contracts from the vendors listed below. This would bring the total estimated cost of these services to $460,000 in year five and would increase the total not-to-exceed cost to $1,660,000 over the five-year period.

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>EST. 2015-16 COSTS</th>
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<tbody>
<tr>
<td>Windstream (PAETEC)</td>
<td>$250,000</td>
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<tr>
<td>600 Willowbrook Office Park</td>
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<tr>
<td>Fairport, NY 14450</td>
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<tr>
<td>Consolidated Communications</td>
<td>$ 60,000</td>
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<tr>
<td>350 S. Loop 336W</td>
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<td>Conroe, TX 77304</td>
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<tr>
<td>AT&amp;T</td>
<td>$ 30,000</td>
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<tr>
<td>6500 W. Loop South</td>
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<td>Bellaire, TX 77401</td>
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<tr>
<td>Century Link Communications</td>
<td>$ 60,000</td>
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<tr>
<td>312 Higgins St.</td>
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<tr>
<td>Humble, TX 77338</td>
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<tr>
<td>College’s planned additional facilities</td>
<td>$ 60,000</td>
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</table>

TOTAL ANNUAL COSTS $460,000

Rationale: Basic telecommunication services are necessary for the daily operations of the College. Local trunk service provides telephone dial tone to the campuses.

On December 2, 2010, The Board of Trustees approved the purchase of telecommunication services for the College in an estimated annual amount of $250,000 for a not-to-exceed cost of $1,250,000 over the five-year contract period. To accommodate new locations, the Board of Trustees approved an additional $100,000 annually in years three, four, and five, increasing the total cost to $1,550,000 over the five-year contract period.

This request is to increase the amount in year five to $460,000, increasing the total not-to-exceed cost to $1,660,000 for the five-year contract period. This increase is also required to accommodate new locations as highlighted in the attachment.
The original purchase of telecommunication services was done in compliance with Texas Education Code §44.031(a) through a formal Request for Proposal (RFP #103) process.

**Fiscal Impact:** Funds for this purchase are included in the approved FY 2015–16 budget.

**Staff Resource:** Link Alander 832-813-6842
**Lone Star College - Telecommunication Services**

**LOCATIONS AND PROVIDERS**

<table>
<thead>
<tr>
<th>Service Locations</th>
<th>AT&amp;T</th>
<th>Consolidated Communications</th>
<th>Windstream (PAETEC)</th>
<th><strong>Century Link</strong></th>
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</thead>
<tbody>
<tr>
<td>LSC-Kingwood</td>
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<td>X</td>
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<td>LSC-EMCID</td>
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<td>LSC-Montgomery</td>
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<td>LSC-University Center</td>
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<td>LSC-North Harris</td>
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<td>LSC-CyFair</td>
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<td>LSC-Greenspoint</td>
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<td>LSC-Fairbanks</td>
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<td>LSC-Tomball</td>
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<td>LSC-Conroe Center</td>
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<td>LSC-Peakwood</td>
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<td>LSC-System Office</td>
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<td>LSC-University Park</td>
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<td>LSC-Victory Center</td>
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<td>LSC-Tomball Health Science</td>
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<td>LSC-Atascocita Center</td>
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<td>LSC-Montgomery Firestation</td>
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<tr>
<td>LSC-North Harris Firestation</td>
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<tr>
<td><strong>New Locations</strong></td>
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<tr>
<td>LSC-Cypress Center</td>
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<td>LSC-CHI</td>
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<td>LSC-Creekside</td>
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<td>LSC-Drilling Platform</td>
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<tr>
<td>Firepanel installations at various locations</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
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</table>

**Only vendor able to provide services at these non-deregulated locations.**
Request: Consideration of Approval to Purchase Grocery Supplies

Chancellor’s Recommendation: That the Board of Trustees approves the purchase of grocery supplies from The Premier Group Purchasing Organization (“Premier”) through U. S. Foods, Inc., 111 Alliant Drive, Houston, Texas 77032, for an estimated annual amount of $455,000 and a total not-to-exceed amount of $1,365,000 over the next three years.

Rationale: Grocery supplies are purchased for LSC-CyFair and LSC-Tomball food service operations. Groceries include non-perishable items, frozen and refrigerated foods and plastic and paper service goods. All grocery products are either used in food preparation or purchased for resale.

Premier negotiates preferred pricing for its membership nationally through Committed Manufacturing Agreements (CMAs). Except for commodity food items, which are subject to monthly market forces, the CMA pricing is good for six months and most often includes the manufacturer’s full line of products. Contracted distribution and invoicing is through U. S. Foods, Inc. In addition to discounted pricing, both Premier and U. S. Foods, Inc. offer rebates to Lone Star College (the “College”) based on delivery size, prompt payment and total CMA purchases.

In accordance with Texas Government Code, Subchapter F, §§ 271.101-102, this purchase will be done through the US Communities Government Purchasing Alliance, one of the College’s approved purchasing cooperatives, under Master Agreement #13924.

Fiscal Impact: Funds for this purchase are included in the approved FY 2015-16 auxiliary budget; however, these costs are offset by the revenue generated from the College’s food service operations. Funds and corresponding revenues for subsequent fiscal years will be included in future proposed budgets.

Staff Resource: Cindy Gilliam 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Agreement with the Beltway Eight Corporate Centre Commercial Property Owners Association to Provide Secondary Roadway Access to the LSC-CyFair Information Technology Satellite Center Property

Chancellor’s Recommendation: That the Board of Trustees authorizes the Chancellor or his designee to negotiate and execute an agreement with the Beltway Eight Corporate Centre Commercial Property Owners Association to provide secondary roadway access to the LSC-CyFair Information Technology Satellite Center property.

Rationale: At the August 2015 meeting, the Board of Trustees approved a resolution authorizing the purchase of real estate in Northwest Houston for the LSC-CyFair Information Technology Satellite Center. The property is located in the Beltway Eight Corporate Centre Business Park on Westway Park Boulevard approximately 1/2 mile east of the Sam Houston Tollway and is currently only accessible from the tollway.

The Beltway Eight Corporate Centre Commercial Property Owners Association is extending Westway Park Boulevard to Clay Road, providing secondary roadway access to the business park. Lone Star College will be assessed an amount not-to-exceed $175,000 for its pro-rata share of the construction costs.

Fiscal Impact: Funds for this purchase are available from the General Obligation Bonds, Series 2015.

Staff Resource: Deana Sheppard 281-290-3932
Cindy Gilliam 832-813-6512
Building and Grounds Report

Report: Construction Projects Update

The monthly construction projects update is presented for Board review.
CONSTRUCTION PROJECTS UPDATE
December 3, 2015

2013 Revenue Bond Projects Summary

LSC-Tomball
- Creekside Satellite Center: The building is substantially complete. Furniture delivery, data installation, and punch list work will continue through December and the building dedication is scheduled for January 15, 2016.

2015 General Obligation Bond Projects Summary

LSC-CyFair
- Instruction and Student Life Building: The Guaranteed Maximum Price (“GMP”) for the site - civil construction was approved at the November Board of Trustees meeting and work has begun. The GMP for the balance of the project construction is being presented for recommended approval at the December Board of Trustees meeting.
- Cypress Center Work Force Expansion: It is anticipated that the GMP for construction will be presented for recommended approval at the April 2016 Board of Trustees meeting. Construction is expected to be complete in December 2016.
- Information Technology and Visual Communications Center: Programming of the interior buildout of the newly acquired building is complete. Design is anticipated to be complete in spring 2016. The buildout should be complete in January 2017.

LSC-Kingwood
- Student Center Expansion: The construction documents are in progress. It is anticipated that the GMP will be presented for recommended approval at the March 2016 Board of Trustees meeting. Construction should be complete in December 2016.
- Process Technology Center: The construction documents are in progress. It is anticipated that the GMP for site - civil construction will be presented for recommended approval at the March 2016 Board of Trustees meeting. The GMP for the balance of the project construction is scheduled to be presented for recommended approval at the May 2016 Board of Trustees meeting. A construction manager at risk for the Petrochemical/Refinery Simulation Training Laboratory will be presented for recommended approval at the December 2015 Board of Trustees meeting.

LSC-Montgomery
- Conroe Satellite Center Expansion: The construction documents are in progress. It is anticipated that the GMP will be presented for recommended approval at the March 2016 Board of Trustees meeting. Construction is expected to be complete in December 2016.
LSC-North Harris

- **Applied Technology Workforce Building**: The design development documents are in progress.
- **East Aldine Satellite Center**: The construction documents are in progress. It is anticipated that a GMP will be presented for recommended approval to the Board of Trustees in spring 2016. Construction is expected to be complete in summer 2017.

LSC-Tomball

- **Health Science Building - 3rd Floor Buildout**: The construction documents are in progress. It is anticipated that the GMP will be presented for recommended approval at the March 2016 Board of Trustees meeting. Construction is expected to be complete in August 2016.
- **Oil & Gas Training Center**: Discussions with potential services and equipment donors continue.

LSC-University Park

- **New Science Building**: The construction documents will be completed in mid-December and the formal bid process will be initiated in January. It is anticipated that a GMP will be presented for recommended approval at the March 2016 Board of Trustees meeting. Construction is expected to be complete in May 2017.
Request: Consideration of Ratification of Appointments.

Chancellor’s Recommendation: That the contractual appointments listed on the following pages be ratified for the positions indicated.

Rationale: These contractual appointments include ratification of Administrators and Faculty.

Fiscal Impact: Positions and salaries have been budgeted for 2015-2016.

Staff Resource: Link Alander 832-813-6832
Mark Yuran 832-813-6285
a. **LSC-System Office**  
**Marsha Lindsay, Director, Talent Acquisition and Diversity Outreach, Human Resources**  
**Effective:** 12 month contracted employee at annual salary of $84,502 beginning October 26, 2015  
**Education:** M.L.A., Houston Baptist University; B.S., Interdisciplinary Studies, University of Houston - Downtown  
**Experience:** Adjunct Instructor, Humanities, Lone Star College-North Harris, Lone Star College-University Park, Lone Star College-Greenspoint Center; Recruiting Manager, Novotus; Recruiter, Freeport-McMoRan Oil & Gas; Talent Acquisition Manager, Talent Acquisition Staffing Specialist, Baker Hughes; International Human Resources Business Partner/Human Resources Manager, Lindsay Consolidated Services; Human Resources Manager, Harris County Fire Marshal’s Office; Talent Acquisition Manager/Recruiter, Quiz Media/ENET Media Services; Executive Assistant to VP of Multi-Media & Technology/ Purchasing Coordinator, South Texas College of Law; HR Generalist/Benefits & Compensation Coordinator/ Staffing Specialist, Spherion & Pro Staff (Schlumberger, Halliburton, & GE)  

**Ryan Morris, Assistant General Counsel, Office of General Counsel**  
**Effective:** 12 month contracted employee at annual salary of $84,502 beginning October 5, 2015  
**Education:** J.D., The University of Texas School of Law; B.A., International Relations, Brigham Young University  
**Experience:** Assistant County Attorney, Montgomery County Attorney’s Office; Associate Attorney, Baker Botts LLP  

**John Posch, Executive Director, Construction**  
**Effective:** 12 month contracted employee at annual salary of $125,000 beginning October 19, 2015  
**Education:** B.S., Architecture, New Jersey Institute of Technology  
**Experience:** Principal Project Manager, University of Houston; Project Manager, Cypress-Fairbanks Independent School District; Director of Project Management, Manager of Project Development, Manager of Architecture and Engineering, Staff Architect, Rice University; Associate, Project Architect, Morris Architects; Design Manager, Project Coordinator, Marriott Corporation
James Smith, **System Director, Financial Aid Communication & Training**  
**Effective:** 12 month contracted employee at annual salary of $86,192 beginning October 20, 2015  
**Education:** M.B.A., American InterContinental University; B.A., Sociology, Coastal Carolina University  
**Experience:** Director, Financial Aid, Lone Star College-Kingwood; Assistant Director of Financial Aid, Horry Georgetown Technical College; Director of Financial Aid, John Marshall Law School; Assistant Director of Financial Aid, Program Coordinator for Scholarships, College of Charleston; Retail Management, Polo Ralph Lauren, Tommy Hilfiger, and Pac Sun; Financial Aid Assistant, Coastal Carolina University

b. **LSC-Kingwood**  
**Olubunkola Bamgbola, Professor, AD Nursing**  
**Effective:** 10.5 month contracted employee at annual salary of $45,464 beginning October 19, 2015  
**Education:** M.S., B.S., Nursing, University of West Georgia  
**Experience:** Professor, AD Nursing, Lone Star College-Kingwood; Intensive Care Unit Nurse, Memorial Hermann, Memorial City Hospital; Nursing Instructor and Clinical Instructor, Georgia Perimeter College; Flu Vaccination Nurse, Health Solutions; Intensive Care Unit/Neuro ICU, University Hospital, Augusta, GA; Neuro ICU Nurse, Wellstar Kennestone Hospital; ICU Nurse, Southern Regional Medical Center; ICU Nurse, Kaiser Los Angeles Medical Center; ICU Nurse, Wellstar Cobb Hospital; ICU/CCU Nurse, Saint Joseph Hospital; Neuro ICU Nurse, Georgetown University Hospital

c. **LSC-Tomball**  
**Robbie Richard Rogers, Director, Extended Learning Center**  
**Effective:** 12 month contracted employee at annual salary of $65,255.52 beginning October 16, 2015  
**Education:** Ph.D., Educational Management-Higher Education, Hampton University; M.Ed., Educational Administration, M.A., Counseling, B.S., Biology, Prairie View A&M University  
**Experience:** Manager, Extended Learning Center and Assessment Center, Lone Star College-Tomball

d. **LSC-Conroe Center-Temporary Contract**  
**Bernice Wilson-Newman, Workforce Skilled Trade Instructor, Phlebotomy**  
**Effective:** 12 month contracted employee at annual pro-rated salary of $59,548 beginning October 6, 2015
Education: M.S., Clinical Research Administration, Walden University; B.A., Management, Benedictine University

Experience: Adjunct Professor, Phlebotomy, Lone Star College-Conroe Center; Phlebotomy Educator, Texas Children’s Hospital; Laboratory Clinical Data Specialist, Clinical Investigational Technician Supervisor, University of Texas MD Anderson Cancer Center; Phlebotomy Supervisor/ Medical Lab Technician, University of Illinois Medical Center; Clinical Research Coordinator, Health Educator, Lab Technician, Hekroen Institute for Clinical Research

e. LSC-Conroe Center
Robert Pecore, Assistant Professor, Welding
Effective: 12 month contracted employee at annual pro-rated salary of $48,310 beginning October 19, 2015

Education: A.S., Seminole State College; Standard Welding Certifications; FFA Welding Courses, United Welding Institute

Experience: Adjunct Instructor, Welding, Lone Star College-Conroe Center; Quality & Safety Manager, Modco Industries; Welding Engineer/Production Manager, Amega West Carpenter; Production Supervisor, Baker Hughes Inteq; Welder, Goff Industries

f. LSC-CyFair
Brian Griffin, Director, Business Operations
Effective: 12 month contracted employee at annual salary of $65,255.52 beginning October 1, 2015

Education: M.C.D., Prairie View A&M University; B.S., Criminal Justice, Sam Houston State University; A.A., Blinn College; Basic Router Technology Certificate, North Harris Montgomery Community College District-Tomball College

Experience: Professional Analyst, Budget, Center Manager of Business Operations and Outreach, Academic Advisor, Enrollment Services Advisor, Lone Star College-CyFair; Customer Service Representative, Financial Services Representative, GTE Wireless

g. LSC-University Park
Javad Ameri Sianaki, Instructor, CIT
Effective: 4.5 month contracted employee at annual salary of $8,270.96 beginning October 19, 2015

Education: M.S., B.S., Computer Software, University of Houston at Clear Lake
Experience: Adjunct Faculty, Computer Information Systems, Lone Star College-University Park; Faculty Member, Houston Community College; Software Developer, Biegee Inc.; Software Developer, Qdental; Faculty Member, Azad University, Tehran, Iran
Request: Consideration of Resignations

Chancellor’s Recommendation:
That the resignation listed below be accepted and acknowledged.

LSC-System Office- University Park
Donna King, Executive Director, Financial Aid
Effective November 6, 2015

Staff Resource: Link Alander 832-813-6832