I. CALL TO ORDER: Dr. Smith called the workshop and regular meeting of the Board of Trustees to order at 5:00 p.m. after determining that a quorum was present.

II. PLEDGE OF ALLEGIANCE: Dr. Holsey 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”.

Mr. Vogt entered the meeting at 5:02 p.m.

IV. CLOSED SESSION: At 5:03 p.m. Dr. Smith 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
   • Status of Pending Litigation
   • On any item on the Agenda

   Section 551.072 – Deliberation Regarding Real Property
   • LSC-University Park, LSC-CyFair, LSC-North Harris, LSC-Tomball, LSC–Montgomery, LSC-Kingwood, LSC-System Office, Future Land Purchases

   Section 551.074 - Personnel Matters
Ms. Saldívar entered the meeting at 5:28 p.m.

V. **RECONVENE REGULAR MEETING:** Dr. Smith reconvened the open meeting at 6:19 p.m.

VI. **INTRODUCTIONS, SPECIAL GUESTS AND RECOGNITIONS:** Dr. Head introduced his new executive assistant Fatima Barnett.

Ms. Jennifer Olenick, executive vice chancellor of finance and administration and CFO introduced Mr. Bentley Scott, executive director of real estate and strategic planning.

Dr. Head announced that LSC-University Park president Shah Ardalan recently received his doctorate degree. Dr. Head also announced Mario Castillo welcomed a new baby boy named Luke Samuel Castillo.

Ms. Helen Clougherty, vice chancellor and chief of staff LSC presented the Certificate of Nomination from the Texas Diversity Council for the 2017 Corporate Commitment Diversity First Award. Ms. Clougherty highlighted the LSC-LEAP program which is a leadership development program for non-exempt staff. Ms. Clougherty introduced the LSC-LEAP graduates: LSC-CyFair, Tom Thompson; LSC-Montgomery, Kara Castañon, Wendy Hadaway, Kelli Matthews; LSC-North Harris, Christi Biggers, Bianei Nunes, Wendy Palma; LSC-Tomball, Mary Drease Bruner; LSC-UP, Diane Broussard, Kerrah L. Cain, Waquas Hussain, Sarah James, Debbie Seidel; LSC-SO, Allie Anderson, Theresa Z. Benavides, Ricky Juelg, Teri Bartlett Lenard, Patricia Mayo-Bravo, Yolanda Perez and John Taylor. This is the second cohort to graduate.

VII. **WORKSHOP:** None.

VIII. **APPROVAL OF THE MINUTES OF THE OCTOBER 2, 2017 PUBLIC HEARING, MINUTES OF THE OCTOBER 5, 2017 PUBLIC HEARING AND WORKSHOP AND REGULAR MEETING OF THE BOARD OF TRUSTEES, AND THE MINUTES OF THE OCTOBER 12, 2017 SPECIAL MEETING:** upon a motion by Mr. Vogt and a second by Mr. Lloyd the board approved the minutes of the October 2, 2017 Public Hearing. Dr. Holsey and Dr. Scott abstained. Upon a motion by Dr. Scott and a second by Dr. Holsey the board approved the minutes of the October 5, 2017 Public Hearing and Workshop and Regular Meeting of the Board of Trustees. Ms. Good abstained. Upon a motion by Mr. Murillo and a second by Mr. Lloyd the board approved the minutes of the October 12, 2017 Special Meeting. Ms. Saldívar and Dr. Holsey abstained.

IX. **SPECIAL REPORTS AND ANNOUNCEMENTS:**

1. **Chancellor:** Dr. Head asked Jennifer Olenick to give an update on Hurricane Harvey damage, insurance and FEMA claims. Ms. Olenick explained that the total hurricane damage was $30 million and insurance covered $10 million. Emergency purchases through October 10, 2017 can be submitted to FEMA. After that date, emergency purchases will no longer qualify and purchases must go through a competitive bid
process. It is anticipated 60% will be reimbursed by FEMA. Due to the full competitive bid process it will take longer to complete reconstruction. It is now anticipated that LSC-Kingwood reconstruction will not be complete until at least spring 2019. The temporary spaces at LSC-Kingwood will not be complete until June 2018. A formal request has been sent to FEMA to qualify them as emergency purchases. All expenses are being captured in a separate account called Fund 35. Going forward all financial statements to the board will include details of the Fund 35.

Ms. Olenick updated the board on the tax appraisal districts certified appraisals, how it affects Lone Star College and the cost to request to have properties inspected and reappraised.

Dr. Head indicated Lone Star College’s number one challenge is the disparity in student success among different groups. We are focusing on the centers south of Beltway 8 to include LSC-Greenspoint Center, LCS-Victory Center, LSC-Fairbanks Center and the new LSC-East Aldine Center. There are approximately 5800 students enrolled in these centers and an additional 1400 students when LSC-East Aldine opens. These areas have the lowest income levels, lowest educational attainment, highest poverty rate, and highest number of people on food stamps. There has been a declining enrollment at the centers over the last four years. The decision has been made to create a seventh college to include all of these centers and Dr. Quentin Wright will be overseeing this project. The format proposed will included smaller classes, cohorts, block scheduling, and shorter classes – 8 week schedules to help these students increase their success rate.

Mario Castillo, COO and General Counsel addressed some of the policy changes coming before the board.

2. **College Presidents:** Shah Ardalan, president of LSC-University Park gave a presentation entitled “LSC-Where Every Student Is An Achiever”. Dr. Ardalan highlighted success stories of students at each of the campuses.

3. **Vice Chancellors:** Alicia Harvey-Smith, executive vice chancellor gave an overview of the SACSCOC – Southern Association of Colleges and Schools Commission on Colleges and preparations for the upcoming SACS visit in November.

4. **Faculty Senate Presidents:** Anthony Carreras, faculty senate president of LSC-Kingwood gave a presentation entitled “A River Ran Through It”. He gave a summary of the impact of Hurricane Harvey on the campus and how staff and faculty worked together to figure out ways to accommodate students so they could attend classes in the fall semester.

5. **Board Members** – Dr. Holsey participated in a Florida triathlon and placed 5th in the nation in his age group. This win qualified him for a Team USA slot at the world triathlon championships in Australia. Dr. Holsey also was recently chosen as a Team USA ambassador to introduce children to the sport of triathlon.
Dr. Scott asked that a public forum be held before the grievance policy will be brought before the board for voting.

**X. CITIZEN PARTICIPATION:** Mr. John Burghduff representing the AFT, addressed the board about the upcoming policy proposals.

**XI. CONSIDERATION OF THE CONSENT AGENDA:** Item numbers 15, 16, 17, 18, and 19 were removed from the agenda to be considered separately. Chair Smith proceeded with the Consent Agenda. Dr. Holsey made a motion to approve Action Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 20. Dr. Trowbridge seconded the motion and the Board unanimously passed the Consent Agenda. A copy is attached as Exhibit “B”.

**XII. POLICY REPORTS AND CONSIDERATIONS:**

1. **Consideration and Review of the Recommended Revision of the Lone Star College (the “College”) Board Policy Manual Section IV. Human Resources (FIRST READING):** the Board of Trustees considered and reviewed revisions to the College’s Board Policy Manual Section IV. Human Resources, which revise, clarify, and update employment policies. A copy is attached as Exhibit “C”.

2. **Consideration and Review of the Recommended Revision of the Lone Star College (the “College”) Board Policy Manual Section V.A.8. Instructional Arrangements (FIRST READING):** the Board of Trustees considered and reviewed revisions to the College’s Board Policy Manual Section V.A.8. Instructional Arrangements to include the Official Day of Record policy. A copy is attached as Exhibit “D”.

3. **Consideration of Approval of the revised 2017-2018 Academic Calendar (ACTION ITEM 1):** the Board of Trustees approved the proposed calendar. This was passed in the Consent Agenda. A copy is attached as Exhibit “E”.

**XIII. FINANCIAL REPORTS AND CONSIDERATIONS:**

1. **Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Interlocal Agreement on Behalf of Lone Star College (the “College”) with the Regents of the University of California (“the Regents”) for the Administration of the Puente Project at Lone Star College (ACTION ITEM 2):** the Board of Trustees authorized the Chancellor or designee to negotiate and execute an interlocal agreement on behalf of the College with the Regents of the University of California for the administration of the Puente Project. The term of the agreement will be three years from December 1, 2017 through November 30, 2020. This item was passed in the Consent Agenda. A copy is attached as Exhibit “F”.

2. **Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase an Automated Manufacturing Line Including Mechatronics/Robotics Lab Equipment for the Lone Star College-University Park (“LSC-University Park”) Energy &
Manufacturing Institute (ACTION ITEM 3): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with Advanced Technologies Consultants, 110 West Main Street, Northville, MI 48167, to purchase an automated manufacturing line including mechatronics/robotics lab equipment in a sum not exceeding $997,995. This item was passed in the Consent Agenda. A copy is attached as Exhibit “G”.

3. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Pharmaceutical Dispenser with Storage Units for the Lone Star College-Tomball (“LSC-Tomball”) Pharmacy Technician Program (ACTION ITEM 4): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with Becton, Dickinson and Company, 3750 Torrey View Court, San Diego, CA 92130, to purchase pharmaceutical dispenser with storage units in a sum not exceeding $176,652. If negotiations cease for any reason with Becton, Dickinson and Co., the College may proceed to negotiate with the next firm in the order of selection ranking with a score of not less than 70 until a contract is executed. This item was passed in the Consent Agenda. A copy is attached as Exhibit “H”.

4. Consideration of Approval to Amend the Previously Approved Award to Purchase Welding Machines and Testing Equipment for the Lone Star College-North Harris (“LSC-North Harris”) Welding and Inspection Technology Programs (ACTION ITEM 5): the Board of Trustees approved the amendment of the previously approved September 13, 2017 agenda item for the purchase of welding machine equipment for LSC-North Harris Welding and Inspection Technology Programs. This item was passed in the Consent Agenda. A copy is attached as Exhibit “I”.

5. Consideration of Approval to Authorize the Chancellor or Designee to Purchase Additional Cisco Network Hardware, Software, and Maintenance on behalf of Lone Star College (the “College”) (ACTION ITEM 6): the Board of Trustees authorized the Chancellor or designee to purchase additional Cisco network hardware, software, and maintenance on behalf of the College from Netsync Network Solutions, 2500 West Loop South, Suite 410, Houston, Texas 77027 in a sum not exceeding $7,000,000 over a two-year period. This item was passed in the Consent Agenda. A copy is attached as Exhibit “J”.

6. Consideration of Approval to Ratify an Amendment to a Contract on Behalf of Lone Star College (the “College”) with the Lone Star College-University Park (“LSC-University Park”) Architectural Firm for Additional Services Related to the 2014 General Obligation Bond Construction Program (ACTION ITEM 7): the Board of Trustees ratified an amendment to an agreement on behalf of the College with Rey de la Reza Architects, Inc. dba RdlRA Architects (“RdlRA”), 1245 West 18th Street, Houston, Texas 77008, for architectural services in a sum of $64,376 revised contract sum of $182,876. This item was passed in the Consent Agenda. A copy is attached as Exhibit “K”.

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7. Consideration of Approval to Authorize the Chancellor or Designee to Amend a Contract on Behalf of Lone Star College (the “College”) with the Lone Star College-System Office at University Park (“LSC-SO-UP”) Architectural Firm for Additional Services Related to the 2014 General Obligation Bond Construction Program (ACTION ITEM 8): the Board of Trustees authorized the Chancellor or designee to execute a contract amendment on behalf of the College with Rey de la Reza Architects, Inc. dba RdlRA Architects (“RdlRA”), 1245 West 18th Street, Houston, Texas 77008, for additional architectural services in a sum of $200,000 for a total revised contract sum of $382,876. This item was passed in the Consent Agenda. A copy is attached as Exhibit “L”.

8. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Construction Manager-At-Risk (“CMAR”) Construction Management Services Related to the New Student Services Center Building for Lone Star College-Montgomery (“LSC-Montgomery”) (ACTION ITEM 9): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with the first ranked firm, Durotech, Inc., 11931 Wickchester Ln, Suite 205, Houston, Texas 77043 for CMAR services in a sum not exceeding $1,094,473. If negotiations cease for any reason with the 1st ranked firm, the College will proceed to negotiate with the 2nd ranked firm with a score of not less than 70 until a contract is executed. This item was passed in the Consent Agenda. A copy is attached as Exhibit “M”.

9. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Construction Services for Library Remodel for Lone Star College-University Park (“LSC-University Park”) (ACTION ITEM 10): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with Westway Construction Services, LLC, 8611 Derrington Road, Houston, TX 77064, to purchase construction services in a sum not exceeding $685,000 for the library remodel at LSC-University Park, Building 12, level 8. If negotiations cease for any reason with Westway Construction Services, the College may proceed to negotiate with the next firm in the order of selection ranking with a score of not less than 70 until a contract is executed. This item was passed in the Consent Agenda. A copy is attached as Exhibit “N”.

10. Consideration of Approval by the Board of Trustees of the Engagement Letter for the Lone Star College (the “College”) 2017 Annual External Audit (ACTION ITEM 11): the Board of Trustees considered and approved the Engagement Letter with Whitley Penn LLP, 3737 Buffalo Speedway, Suite 1600, Houston, Texas 77098 for the College’s 2017 annual external audit. This item was passed in the Consent Agenda. A copy is attached as Exhibit “O”.

11. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Addendum to the Partners In Leadership Contract for Additional Training Services on Behalf of Lone Star College (the “College”) (ACTION ITEM 12): the
Board of Trustees authorized the Chancellor or designee to approve the purchase of services on behalf of the College to provide leadership and culture expertise in face-to-face workshops with each college leadership team from Partners in Leadership, Inc. 27555 Ynez Road, suite 300, Temecula, California 92591, in a sum of $25,000, for a total sum not exceeding $497,100 over three years. This item was passed in the Consent Agenda. A copy is attached as Exhibit “P”.

12. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Audio/Visual System Upgrades (ACTION ITEM 13): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with Troxell Communications, 2951 Marina Bay Drive #130, League City, Texas 77573, for the purchase of audio/visual system upgrades for all campuses, in a sum not exceeding $981,729. If negotiations cease for any reason with Troxell Communications, the College may proceed to negotiate with AVSI. This item was passed in the Consent Agenda. A copy is attached as Exhibit “Q”.

13. Consideration of Approval to Authorize the Chancellor or Designee to Amend the Construction Manager at Risk (“CMAR”) Guaranteed Maximum Price (“GMP”) for Construction Services for Construction of the Building 12 and 13 Entrance Canopy and Parking Project at Lone Star College-University Park (“LSC-University Park”) (ACTION ITEM 14): the Board of Trustees authorized the Chancellor or designee to amend the CMAR firm, E.E. Reed Construction, L.P., (“E.E. Reed”) 333 Commerce Green Blvd., Sugar Land, Texas 77478, for construction services related to the LSC-University Park Building 12 and 13 Entrance Canopy and Parking Project, a phase one, group 6A project under the 2014 General Obligation Bond Construction Program, for additional project costs in a sum of $118,470 for a total revised GMP sum not exceeding $18,284,578. This item was passed in the Consent Agenda. A copy is attached as Exhibit “R”.

14. Consideration of Approval to Ratify the Emergency Purchase of Mechanical Construction Services for Lone Star College-Kingwood (“LSC-Kingwood”) (ACTION ITEM 15): upon a motion by Dr. Holsey and a second by Dr. Trowbridge the Board of Trustees ratified the emergency purchase of mechanical construction services for LSC-Kingwood from Raven Mechanical LP, 1618 Burchong, Houston, TX 77039 in a sum not exceeding $158,705. A copy is attached as Exhibit “S”.

15. Consideration of Approval to Ratify the Emergency Purchase of Electrical Construction Services for Lone Star College-Kingwood (“LSC-Kingwood”) (ACTION ITEM 16): upon a motion by Dr. Holsey and a second by Dr. Trowbridge the Board of Trustees ratified the emergency purchase of electrical construction services for LSC-Kingwood from Prism Electric, Inc., 6522 Bourgeois Rd. Houston, TX 77066 in a sum not exceeding $116,769. A copy is attached as Exhibit “T”.

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16. Consideration of Approval to Ratify the Emergency Purchase of Dental Chairs and Auxiliary Equipment for Lone Star College-Kingwood (“LSC-Kingwood”) (ACTION ITEM 17): upon a motion by Dr. Holsey and a second by Dr. Trowbridge the Board of Trustees ratified the emergency purchase of dental chairs and auxiliary equipment for LSC-Kingwood from Patterson Dental Supply, 27101 Network Place, Chicago, IL 60673 in a sum not exceeding $232,358. A copy is attached as Exhibit “U”.

17. Consideration of Approval to Ratify a Lease Agreement on Behalf of Lone Star College (the “College”) with Northpark Shopping Center Plaza, L.P. for Lone Star College-Kingwood (“LSC-Kingwood”) (ACTION ITEM 18): upon a motion by Dr. Holsey and a second by Dr. Trowbridge the Board of Trustees ratified a lease agreement on behalf of the College with Northpark Shopping Plaza, L.P. and authorize the Chancellor or designee to negotiate and execute amendments to the lease agreement at fair or market value in a sum not exceeding $104,000. A copy is attached as Exhibit “V”.

18. Consideration of Approval to Ratify the Emergency Purchase of Mitigation, Remediation, and Restoration Services for Lone Star College-Kingwood (“LSC-Kingwood”) (ACTION ITEM 19): upon a motion by Dr. Holsey and a second by Dr. Trowbridge the Board of Trustees ratified the emergency purchase of mitigation, remediation, and restoration services for LSC-Kingwood from Blackmon Mooring, 10511 Kipp Way #400, Houston, Texas 77099 in a sum not exceeding $5,813,697. A copy is attached as Exhibit “W”.

XIV. PERSONNEL REPORTS AND CONSIDERATIONS:

1. Consideration and Authorization for the Chancellor or Designee to Execute Proposed Employment Contracts for the Attached Individuals (ACTION ITEM 20): the Board of Trustees authorized the Chancellor or a designee to execute proposed employment contracts for the attached individuals. Each individual’s name, job title, not-to-exceed contract sum, and hire start date is attached. This item was passed in the Consent Agenda. A copy is attached as Exhibit “X”.

XV. FINANCIAL REPORT

Monthly Financial Report: Ms. Jennifer Olenick, vice chancellor and CFO for finance and administration, presented the monthly financial statements for the month ended September 30, 2017. A copy is attached as Exhibit “Y”.

XVI. BUILDING AND GROUNDS REPORTS:

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

XVII. SUGGESTED FUTURE AGENDA ITEMS: None.

XVIII. ADJOURNMENT: There being no further business, the meeting was adjourned at 8:15 p.m.
ATTEST:

[Signature]
Board of Trustees, Chair

[Signature]
Board of Trustees, Secretary

9
Certification of Posting of Notice to the November 2, 2017 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 October, 2017 in a place convenient to the public at LSC-System Office The Woodlands, The Woodlands Leadership Building, 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 October, 2017.

LONE STAR COLLEGE SYSTEM

[Signature]

Stephen C. Head
Chancellor
Consideration of Consent Agenda

Board Meeting 11-2-17

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.

Rationale: The consent agenda format is an organization process for meetings that allows the governing board to focus their time and attention on action items that require more elaboration, information, and/or discussion. The intent of the consent agenda is to support efficiency and effectiveness of the meeting.

Tally of Action Items:

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<td>Consideration and Review of the Recommended Revision of the Lone Star College (the “College”) Board Policy Manual Section IV. Human Resources (FIRST READING)</td>
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<th><strong>Chancellor’s Recommendation:</strong></th>
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<td>That the Board of Trustees consider and review revisions to the College’s Board Policy Manual Section IV. Human Resources, which revise, clarify, and update employment policies.</td>
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<th><strong>Rationale:</strong></th>
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<td>This Section has remained largely unchanged since 2008. Laws, regulations, and guidance have since evolved necessitating certain updates to ensure clarity and consistency. For example, the College had not revised its overtime compensation policy, even though guidance on this subject has been updated. These revisions also clarify and organize the College’s employment policies.</td>
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<th><strong>Fiscal Impact:</strong></th>
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<th><strong>Staff Resource:</strong></th>
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<td>Mario K. Castillo 832-813-6655</td>
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SECTION IV – HUMAN RESOURCES

IV.A. HIRING

****

IV.A.2. Non-Citizen Employees

IV.A.2.1. Policy
In addition to employing U.S. citizens, the College may employ non-citizens as permitted by applicable federal law. All College employees must show proof of authorization to work in the United States. The College uses eVerify or a similar program to verify employment authorizations for all employees in a non-discriminatory manner. All employees must complete USCIS Form I-9 on or before the first date of employment. Within three working days of employment, the Office of Human Resources ensures that new employees provide documentation establishing their work eligibility and identification.

IV.A.2.2. Definitions
(a) Immigrant means a non-U.S. citizen with non-temporary legal status in the United States.
(b) Non-immigrant means a non-U.S. citizen admitted into the United States temporarily for a specific purpose and time period.
(c) USCIS means the United States Citizenship and Immigration Services.

IV.A.2.3. Employment of Non-U.S. Citizens
Except for certain limited categories of employment requiring U.S. citizenship, the College may employ immigrants in any position. The College may employ non-immigrants only if the USCIS has authorized them to work in the United States. Except in unusual circumstances involving persons with unique skills, the College does not sponsor non-immigrants for employment.

IV.A.2.4. Benefits Eligibility
Non-U.S. citizen employees are eligible for the same benefits as other employees in comparable positions, except that certain categories of non-immigrants may not be enrolled in any College retirement plan.

IV.A.3. Campus Peace Officers

IV.A.3.1. Policy
The Board has statutory authority to employ and commission campus peace officers to promote safety on College premises. TCOLE must certify all campus peace officers as police officers, and each officer must take and file the Texas peace officer’s oath.

IV.A.3.2. 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 authority to serve as a campus peace officer.

(d) **College Premises** means all real property the College owns, leases, or otherwise controls.

(e) **TCOLE** means the Texas Commission on Law Enforcement, a state agency with duties and powers regarding peace officers.

IV.A.3.3. **Delegation of Authority**

The Board delegates every campus peace officer’s appointment and commission to the Chancellor or designee. Such delegation of authority must be exercised in congruity with the College’s other hiring policies and procedures.

IV.A.3.4. **Background Check**

Before offering a job to any peace officer candidate, the College’s police commissioner or designee completes a comprehensive review of the candidate’s employment history, including a review of records maintained by TCOLE and by each law enforcement agency for which the candidate has previously worked.

IV.A.3.5. **Campus Peace Officer Authority**

Campus peace officers 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 premises, including the counties of Harris, Montgomery, and San Jacinto.

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

Outside his or her primary jurisdiction, a campus peace officer is vested with all powers, privileges, and immunities of peace officers and may arrest any person violating Texas law if (i) summoned by another law enforcement agency to provide assistance, (ii) assisting another law enforcement agency, or (iii) otherwise performing his or her duties as a campus peace officer.

IV.A.4. **Credentials**

IV.A.4.1. **Policy**

Each successful applicant selected to serve as an adjunct instructor, faculty member, administrator, executive officer, or Chancellor must promptly submit transcripts and other required credentials to his or her hiring manager. Each college’s vice president of instruction is responsible for verifying that all faculty, including adjuncts, meet all SACS and THECB requirements. Transcripts for all conferred degrees must be sent to the Office of Human Resources at System Office in a sealed envelope from the institution within the
first 30 days of employment or electronically directly from the attending college or university. In unusual circumstances, an executive officer may authorize a new employee to submit his or her credentials after commencing work for the College. Failure to submit credentials by the end of the new employee’s first semester, or misrepresented credentials on the applicant’s résumé or employment application, may be grounds for disciplinary action—including employment termination. The Office of Human Resources is not responsible for credentialing faculty—the vice president of instruction, the associate vice chancellor of academic affairs, or the applicable executive vice chancellor must ensure that faculty members are satisfactorily credentialed by the SACS and the THECB.

IV.A.4.2. Official Personnel File
The Office of Human Resources keeps each employee’s official personnel records.

IV.A.4.3. Confidentiality of Employment Decisions
To protect employee privacy, supervisors and other administrators do not discuss employment decisions except with the employee, his or her representative as expressly allowed by law or policy, relevant supervisors, and representatives of the College’s Office of Human Resources, Office of the General Counsel, or the Office of Governance, Audit, and Compliance with a legitimate need to know the information to perform their job responsibilities.

IV.B. EMPLOYMENT RELATIONSHIP

IV.B.1. Appointment Types
Each position is categorized by the Office of Human Resources as being in one of 18 appointment categories and as exempt or nonexempt. The categories, in turn, affect benefits eligibility, compensation, contractual status, and other conditions of employment. The Chancellor may reassign or transfer any employee within the College as required to fulfill College needs.

IV.B.1.1. Appointment Categories
1. **Chancellor.** The College’s chief executive officer who serves in a contractual position.

2. **Chief Operating Officer.** The College’s chief operations officer who serves in a contractual position.

3. **Executive Vice Chancellor.** Chief division officers who serve in a contractual position.

4. **Location Executive Officer (LEO).** The vice chancellors and college presidents, each of whom serve in a contractual position. LEOs receive two-year contracts.

5. **Administrator.** Non-instructional employee who serves in a contractual position. Administrators receive one-year contracts.
6. **Honors College Director.** Non-instructional employee who serves in a contractual position.

7. **Faculty.** Contractual employees whose primary duties and responsibilities directly relate to educational programs or student educational development. The term “faculty” only includes Faculty and Temporary Faculty.

8. **Temporary Faculty.** Contractual instructional employee who has the same duties and responsibilities as a permanent faculty member. Temporary faculty are hired in a full-time capacity on a temporary contract, contingent upon College needs. Temporary faculty members have no right of continuing employment beyond the term of their current contract and do not have a right of notice of non-renewal and their service as temporary faculty members.

9. **Instructor.** Contractual instructional employee whose duties are instructing and teaching only. Instructors are hired on a reduced workload and will be paid at a prorated faculty salary. Instructors have no right of continued employment beyond their annual contract, do not have right of notice of non-renewal, and their service as instructor does not count towards eligibility for a multiyear contract or faculty status.

10. **Adjunct.** An employee who receives a limited appointment to teach no more than nine credit hours per semester not to exceed 18 credit hours in any given academic year, defined for this purpose as a nine-month period with two 4.5-month semesters.

11. **Dual Credit Instructor.**

   (1) **Non-Employee:** A non-College employee. This person is employed by a local Independent School District (ISD). Dual Credit Instructors receive an appointment from the ISD to teach and perform assigned duties. The College pays the local ISD, and ISD pays all monetary compensation and/or benefits to the Dual Credit Instructor. The ISD is the fiscal agent.

   (2) **Employee:** College employee who receives a limited appointment to teach no more than nine credit hours per semester not to exceed 18 credit hours in any given academic year, defined for this purpose as a nine-month period with two 4.5-month semesters. The College is the fiscal agent.

12. **Workforce Skilled Trade Instructor.** Contractual instructional employee whose duties are instructing, teaching, and program and career development designed to meet workforce needs, identified through College partnerships with business, government, and community organizations. Instructors may be hired on a full or reduced workload. Employee has no right of continued employment beyond the initial term of employment. Employee has no right of notice of non-renewal and service does not count towards eligibility for a multiyear contract or faculty status.

13. **Continuing Education (CE) Instructor.** An employee who receives a limited appointment to teach specific non-credit course(s).
14. **Corporate College Trainer.** An employee who receives a limited appointment to teach certain non-credit courses.

15. **Professional Staff.** Non-contractual employee designated as exempt by the Office of Human Resources in accordance with the Fair Labor Standards Act overtime requirements.

16. **Support Staff.** Non-contractual employee designated as non-exempt by the Office of Human Resources in accordance with the Fair Labor Standards Act overtime requirements.

17. **Grant Funded Employee.** An employee who receives a limited appointment to perform specific services supported by external grant funds.

18. **Volunteer.** A non-employee who performs particular services without monetary compensation or benefits.

Where applicable in Section IV., Chief Area Officer means an employee reporting directly to the Chancellor.

**IV.B.2. Contractual Employees**

**IV.B.2.1. Policy**

Contractual employees receive an employment contract that, once executed, creates a property interest for that contract’s term. No property interest exists beyond the contract’s term. All employment contracts are in writing in a form approved by the Board that sets forth the contract’s term and any specific terms and conditions of employment. In most circumstances, contracts are not for specific assignments and indicate employment as an administrator, faculty member, or other general appointment category.

The Board annually reviews and may ratify for renewal employment contracts upon the Chancellor’s recommendation. Faculty renewal recommendations are generally presented at the April Board meeting. Non-Faculty renewal recommendations are generally presented at the June Board meeting.

All contracts are subject to non-renewal and or change of status if (1) the contractual employee fails to sign and return initial or renewal employment contracts to the Office of Human Resources within required time periods, and or (2) the College’s interests will be served in accordance with the Change in Contract Status policy.

**IV.B.2.2. Faculty Contracts**

Faculty employment contracts are recommended by the applicable college president, approved by the Chancellor, and ratified by the Board. Faculty employment contracts may be for a one- or two-year term. All full-time faculty receive a (1) nine-month assignment, (2) 10.5-month assignment, or (3) 12-month assignment.

(a) **One-Year Contracts**
Within the first three years of employment, full-time faculty are eligible for one-year contracts only.

(b) Multi-Year Contracts
Upon satisfactorily completing the third year of employment, full-time faculty are eligible for a two-year contract. In addition to non-renewal and change in contract status as described above, the College may also limit a multi-year contract if: (1) the faculty member’s department or program is unable to make a full load for the faculty member because of declining enrollment; (2) the specific program to which he or she has been assigned is scheduled to be eliminated; or (3) a Reduction in Force condition would indicate a potential reduction in staff.

(c) Faculty Ranks
Each full-time faculty member may be awarded the rank of Assistant Professor, Associate Professor, or Professor. Assistant Professor means a new faculty member who has less than three full-time equivalent years of teaching experience at the college or university level. Associate Professor means a new faculty member who has three or more full-time equivalent years of teaching experience at the college or university level. After one year of satisfactory teaching at the College as an Assistant Professor, a faculty member is eligible to become an Associate Professor. Professor means a faculty member with a multi-year contract who has satisfactorily served as an Associate Professor for three years.

IV.B.3. Non-Contractual Employees

IV.B.3.1. Policy
Non-contractual employees serve at will, are not employed for any specified length of time, and have no property right in their employment. Nothing in this Board Policy changes this at-will status or creates any rights to continued employment. The College is not bound by any oral representations or agreements related to employment that are inconsistent with these policies or that purport to bind the College to rights not granted by these policies.

The Chancellor or designated representatives shall be responsible for hiring non-contractual employees with appropriate skills and qualifications to fill open positions.

IV.B.3.2. Limited Appointments
All persons who serve as adjunct instructors, corporate college trainers, continuing education instructors, or grant-funded employees, or post-retirement employees, serve under a limited appointment.

A limited appointment is an at-will position. The person’s employment is contingent upon a specified event, such as sufficient enrollment to support a class assignment or the receipt of funding from outside sources. An employee with a limited appointment does not have any right to or expectation of continued employment and has no right of notice of non-continuation of employment.

IV.B.3.3. Post-Retirement Employees
Under certain circumstances and with Board approval, a person may be employed after full College retirement on an annual basis, preferably with a reduced load if: (1) a position has
been budgeted for the fiscal year and will continue for one semester for faculty or more than six months for non-faculty employees; (2) the College requested that they continue in their current position before retiring; and (3) the full-time employment of the retiree is in the College’s best interest.

A person previously employed as a full-time faculty member, administrator, professional, or staff employee may return to employment following his or her full retirement, subject to the following conditions: (1) the retiree is not contract-eligible and does not retain any rights of contractual employees; (2) the employment begins and ends in the same fiscal year with no right of reappointment; and (3) the retiree is not benefits-eligible except for legally required benefits or rights. The returning retiree will be paid for his or her work under the College’s compensation plan then in effect, but is not considered to be a new hire for purposes of placement and does not receive promotional or across the board pay increases (including educational increases provided to full-time faculty).

IV.B.4. Temporary Duties

IV.B.4.1. Policy
Employees may need to perform duties assigned to another position to serve our students and ensure timely performance of important functions. The temporary duty does not alter an employee’s contract status, if any. In most cases, employees will resume their former duties when the temporary duty ends.

(a) Substitute Instructors
A person teaching as a substitute should meet all the same credential requirements as the faculty member. Generally, a full-time College instructional employee who serves as a substitute for the planned absence of another full-time instructional employee will not receive pay for this professional courtesy. An adjunct instructor who substitutes for an absent faculty member will be paid in accordance with the part time rate-of-pay schedule. A non-exempt employee whose work hours exceed 40 in the week in which they substitute is entitled to receive overtime or compensatory time in accordance with the Compensation policy.

(b) Replacement Instructors
If a faculty member or an adjunct cannot meet assigned instructional responsibilities over an extended time period, the college’s chief instructional officer may arrange for one or more persons to assume the person’s assigned classes. An employee who accepts the additional classroom assignment will receive additional compensation in accordance with the compensation schedules and guidelines.

(c) Interim Appointments
The Chancellor or designee may appoint a full-time employee to serve in a different, vacant position for a period usually shorter than a calendar year. The appointed employee will receive a monthly stipend until the interim assignment ends. If the employee serving in the interim position applies to the permanent position, they cannot serve in any capacity on the permanent-position search committee and cannot direct-appoint the permanent position.

(d) Acting Capacity
The Chancellor may appoint an employee to serve in an acting capacity for a specific length of time in a position that is temporarily vacated because the permanent position holder is on approved leave. The appointed employee receives a monthly stipend until the appointment ends. In unusual circumstances, a person who is not a current College employee may be appointed to a position in an acting capacity but is not be issued an employment contract. If the permanent position holder does not resume the position as anticipated, the policy governing interim appointments will apply.

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IV.C. COMPENSATION

IV.C.1. Compensation Practices

IV.C.1.1. Policy
All College employees are paid according to a salary schedule established by the Chancellor effective the start of the fiscal year after the Board of Trustees approves the budget. The Chancellor is the only College employee with discretion to grant a salary schedule exception. The Chief Human Resources Officer will identify direct reports who successfully request variances on the Board’s Monthly Agenda under Personnel Reports.

IV.C.1.2. Definitions
a) Compensatory Time means paid time off in the amount of 1.5 hour for every 1 hour of overtime worked.

b) Overtime Hours means all hours worked over 40 hours in the standard workweek.

IV.C.1.3. Working Overtime Hours
The College’s standard workweek is midnight Sunday through 11:59 p.m. (CT) the following Saturday. Any time beyond 40 hours worked in a standard workweek is considered overtime hours. Employees assigned to non-exempt positions must be compensated for overtime hours worked. Hours taken as vacation, sick, compensatory, or other leaves are not considered hours worked. All overtime must be pre-approved in writing by a direct-line supervisor overseeing that non-exempt employee’s work. The overtime-distributing supervisor must objectively distribute overtime hours in an equitable manner. All non-exempt employees must record their time; their supervisors must ensure the timely and accurate submission of hourly records to the payroll office.

IV.C.1.4. Getting Paid for Overtime Hours
Overtime hours are paid through (a) compensatory time off at a 1.5 hour rate for every 1 hour of overtime hours worked; or (b) cash payments at the rate at 1.5 times the regular rate of pay for all overtime hours worked. Each stands alone. Compensatory time may be accrued up to a maximum of 240 hours. Employees must be paid for compensatory hours in excess of 240 hours at their current rate of pay. Compensatory time for public safety employees may be accrued up to a maximum of 480 hours with hours in excess of 480 compensated in cash at their current rate of pay. Accrued compensatory time is applied before vacation leave during an employee absence. Employees who have requested to use accrued compensatory time must be permitted to use it within a reasonable time period. If
an employee is terminated or transferred to another cost center, he or she is entitled to be paid for all unused compensatory time.

IV.C.1.5. Payroll and Salary Deductions
The College allows its employees to take salary deductions under circumstances outlined and documented by the Chancellor or a designee. Conversely, routine payroll deductions from employee salaries are made when required by law.12 Full-time employees and adjuncts are paid twice a month, near each month’s mid-point and end. All employees receive their pay by direct deposit to a bank account of their choice or a Direct Pay Card. Part-time and work-study employees are paid every 14 days.

IV.D. EMPLOYEE BENEFITS

IV.D.1. Benefit Plans

IV.D.1.1. Policy
The College offers employee benefit plans as an additional incentive to attract and retain quality employees. The College offers group benefits, paid professional development, standalone disability insurance, and other benefit plans. The College’s Office of Human Resources facilitates most employee benefits.

(a) Group Benefits
The College offers group benefits through the Employees Retirement System of Texas (ERS) to eligible employees and their dependents. ERS-provided group benefits are healthcare, dental care, life insurance, accidental death and dismemberment (AD&D) insurance, disability insurance, flexible spending accounts, and long-term care insurance. Eligibility, contribution schedules, and coverage details are ERS-determined. Details and procedures, including waiting periods and open enrollment dates, regarding these group benefits are available by contacting the College’s Benefits Department in the Office of Human Resources.

The College may also offer non-ERS group benefits. These non-ERS plans may include prepaid legal services and any other group benefits as the Chancellor determines and as allowed by law.

(b) Lone Star College Short-Term Disability
The College offers a standalone short-term disability plan to all designated full-time employees. This plan is independent of ERS’s disability insurance. This plan offers short-term, reduced compensation to eligible employees with a documented personal illness, injury, or medical condition preventing them from performing their respective jobs.

(c) Employee Professional Development
Certain employees are eligible for paid professional licensure renewals, professional association or organization membership dues, and established continuing education

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requirements. The Chancellor or a designee decides which employee positions are eligible for this benefit. Additionally, the College may provide time-off and cost-reimbursement for job-specific training required for all employees, including but not limited to, orientation, legal compliance training, systems training, process training, and other position-specific training.

(d) **Limited Employee Educational Assistance**
Eligible employees may participate in the Limited Educational Assistance Program. The College may exempt from tuition and required fees eligible employees (up to six credit hours per term for a maximum of 18 credit hours per academic year) for approved College courses taken under this policy. Additionally, the College will do the same with state-funded continuing education courses for eligible employees for approved College courses taken under this policy—subject to space availability. The College may exempt tuition and required fees for a course that includes a laboratory fee. The College may set additional conditions for this program.

(e) **Expense and Travel Reimbursement**
Employees may be reimbursed for College-related travel expenses. Employees are eligible for reimbursement if such travel is (1) necessary and important to achieve College business objectives, (2) approved by the employee’s direct line supervisor, (3) documented with appropriate receipts, and (4) funds are available from the appropriate budget. Employees using personal vehicles for College business are reimbursed on a mileage basis except for employees who receive a car allowance. Employees using personal vehicles for College business must maintain state minimum insurance coverage. Any personal vehicle damage that occurs while on College-related business must be covered by the employee’s automobile insurance.

(f) **Wellness Release Time**
The College encourages employees to practice simple, positive lifestyle habits that increase quality of life, productivity, and longevity. Employees who engage in a minimum of three hours of exercise or community service each week may receive up to 1.5 hours of release time from their duties to participate in such activities. Wellness release time may only be used if participation does not reduce institutional productivity and the employee’s supervisor approves.

(g) **Unpaid Leave of Absence**
An eligible full-time employee may request an unpaid leave of absence for an extended absence not otherwise covered by other leave types (e.g., vacation, FMLA, Jury Duty).

(h) **Worker’s Compensation**
Employees who experience an on-the-job illness or injury during the course and scope of employment rendering them incapable of performing their regularly assigned duties may be eligible for workers’ compensation benefits.³

(i) **Faculty Leave Banking**
Full-time faculty may convert compensation earned through extra service assignments into

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³ Tex. Lab. Code 504.011
a future leave pool. This program allows eligible employees who have earned the equivalent of a full-semester of banked leave plus three additional contact hours to take a semester’s leave with full pay. The Chancellor maintains procedures that govern this program consistent with applicable law.

IV.D.2. Paid Time Off

IV.D.2.1. Policy
The College provides generous paid time off. Indeed, this paid time off policy is likely one of the most effective recruiting and retention tools. The College believes such a policy fosters employee productivity and creates work-life balance. Employees are encouraged, however, to be mindful of elective, excessive absences. This section does not regard job-protected leave; such leave is discussed elsewhere. Only designated full-time employees are eligible for paid time off unless otherwise noted.

(a) Sick Leave
Employees in positions requiring 12 months of service accrue up to 12 sick leave days per academic year. Employees assigned to work less than 12 months earn sick leave at one day per month. Sick leave is accrued on a monthly basis for a maximum of 600 hours. Accumulated sick leave may be used for personal illness, a family member’s illness, a domestic partner’s illness, birth of a child, or child adoption. An employee may be required to produce appropriate medical documentation of the illness, particularly if the absences recur in a pattern.

(b) Sick Leave Pool
The College offers an optional sick leave pool program to eligible employees. Employees may enroll in the sick leave pool in March and September of each year and at other Chancellor-authorized times.

(c) Personal Leave
Employees may convert sick leave accruals into personal leave based on years of service as of September 1st each year. Employees may take available personal leave for any reason, with supervisor approval. Adjunct faculty are allowed one paid personal leave day per course taught each semester.

(d) Vacation Leave
Paid vacation leave is available to employees in non-faculty positions and certain faculty-level positions. Vacation leave is calculated and earned on the first day of each pay period, based on the employee’s status and, for non-contractual employees, according to years of service.

1. Non-Contractual Employees.

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Annual Accrual</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5 years</td>
<td>12 days (96 hours)</td>
<td>8.00 hours</td>
</tr>
<tr>
<td>6-10 years</td>
<td>16 days (128 hours)</td>
<td>10.67 hours</td>
</tr>
</tbody>
</table>
2. **Contractual Employees.** Non-faculty contractual employees and certain faculty-level positions earn 13.34 hours per month beginning with the first month of employment.

3. **Limitation.** Employees may accumulate vacation leave up to a maximum of 400 hours. Any excess vacation leave must be used during the fiscal year or is forfeited each August 31st. Employees may not take more vacation time than they have accrued.

4. **Use.** Employees must have supervisor approval to use accrued vacation leave. Non-exempt employees must use accrued compensatory time before using vacation leave.

5. **Holidays.** If a holiday falls within an employee’s vacation leave, such holiday is not charged as vacation time.

6. **Change of Position.** If an employee’s position changes from a position that accrues vacation leave to one that does not, the employee must use accrued but unused vacation leave before the change of status’s effective date. Upon the request of a supervisor, approved by (a) the president or operations officer over the employee’s division and the chief human resources officer (b) or the Chancellor, the employee changing positions may be paid for the value of the accrued leave.

   (e) **Bereavement Leave**  
   All full-time employees may take up to three days of paid bereavement leave in the event of the death of a family member.

   (f) **Holidays**  
   The College observes holidays indicated in the Academic Calendar.

   (g) **Jury Duty or Court Appearance**  
   Employees required to appear for jury duty or to testify in court proceedings in which they are not a party, are released from their assigned job duties as necessary with no loss of salary or reduction in leave. Employees are not discharged, disciplined, or otherwise penalized because they comply with a notice of jury duty or a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding.

   (h) **Sabbatical Leave**  
   Sabbatical leave is time-specified paid leave awarded to eligible faculty members and administrators. This leave must be used to engage in full-time professional development, study, research, writing, to gain work experience in a related field of work, or to address the College’s strategic needs. Full-time faculty and full-time administrators with at least seven continuous years of service in a contractual position are eligible for sabbatical leave. Eligible employees may be awarded sabbatical leave only once every seven years.
IV.D.3. Retirement Plans

IV.D.3.1. Policy
The College offers comprehensive retirement plans and optional income tax deferrals to eligible employees. As a Texas institution of higher education, the College’s retirement plans are governed by the State of Texas. Indeed, the State of Texas is the final authority on plan eligibility, contribution levels, and other plan-related details. Every College employee enrolls in TRS, ORP, or TIAA-CREF (defined below).

(a) Teacher Retirement System of Texas (TRS)
TRS is a defined benefit plan controlled and governed by the State of Texas. TRS contributions are housed in a State-controlled trust fund and managed by investment professionals. TRS is available to all benefits-eligible employees.

(b) Optional Retirement Program (ORP)
ORP is a defined contribution plan that allows certain eligible participants to select a College-approved financial institution for retirement fund investment. Benefits-eligible employees must enroll in either TRS or ORP within 90 calendar days of employment. This is an irrevocable decision. If a benefits-eligible employee fails to make such a decision, the benefits-eligible employee will be automatically enrolled in TRS.

(c) Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF)
TIAA-CREF is a defined contribution plan. College employees not TRS or ORP eligible must participate in TIAA-CREF.

(d) Tax Deferred Annuity (TDA)
TDA allows employees to set aside tax-deferred income. TDA is optional and available to all College employees. Contribution levels are subject to current federal income tax laws.

(e) Deferred Compensation Plans
Deferred compensation plans allow employees to defer certain compensation, taxable at distribution. The College’s deferred compensation plans are optional and available to certain College employees.

IV.E. EMPLOYEE RIGHTS

IV.E.1. Prohibited Unlawful Discrimination and Harassment

IV.E.1.1. Policy
The College strives to comply with all applicable employment laws, including laws outlawing discrimination, harassment, or retaliation based on race, color, sex, age, sexual orientation, religion, ethnic or national origin, genetic information, disability, veteran status, or any other protected status.

The College does not tolerate unlawful employment discrimination. The College prohibits retaliation against individuals who complain about unlawful discrimination or who
cooperate in an investigation of alleged unlawful discrimination.

This policy section does not cover sexual harassment and sexual violence. Those topics are covered in the Sexual Harassment, Assault, Violence, and Discrimination policy.

IV.E.1.2. Definitions
(a) **Complainant** means an individual who reports witnessing or receiving prohibited conduct.

(b) **Interim Measures** means steps taken to protect a complainant and respondent pending an investigation’s result. Interim measures include, but are not limited to, issuing an order prohibiting the parties from contacting each other; paid administrative leave; directing an employee’s lateral transfer; or arranging alternative employment environments.

(c) **Respondent** means a person reported to have committed prohibited conduct.

(d) **Retaliation** means making unfavorable decisions or engaging in unfavorable actions in response to an individual’s protected activity.

(e) **Unlawful discrimination** is defined by federal and state statutes to include unfavorable or unfair treatment of an individual or group of individuals because of protected status. Unlawful discrimination includes varying an employee’s or student’s employment or education terms or conditions because of the employee’s or student’s protected status.

(f) **Unlawful harassment** means a form of employment discrimination defined as unwelcome conduct based upon a protected status.

IV.E.1.3. College Community Member Responsibilities
Each College community member helps ensure an environment free from prohibited conduct. Prevention is the best tool to eliminate unlawful discrimination, harassment, and retaliation. Employees are encouraged to inform harassers directly that the conduct is unwelcome and must stop. Any College community member who experiences or witnesses an incident constituting unlawful employment discrimination, harassment, or retaliation as defined in this policy, or who otherwise becomes aware of such an incident, should immediately notify the chief human resources officer to prevent its escalation. Reports may also be made through the College’s ethics hotline.

Employees are expected to fully cooperate with College investigations regarding reported discrimination, harassment, or retaliation as defined by this policy. Full cooperation with an investigation requires participants to maintain confidentiality to respect the privacy and rights of the individuals involved, maintain a harmonious work environment, minimize any risk of retaliation, and preserve the integrity of the investigative process. The College’s confidentiality requirement during a College investigative process does not prohibit filing a police report or filing a complaint with a government agency.

IV.E.1.4. Addressing Employment Discrimination Complaints
When the College receives employment discrimination, harassment, or retaliation
complaints about conduct identified in this policy, other than sexual harassment or sexual violence which are covered in another policy section, the Office of Human Resources promptly and impartially investigates the complaint. Interim measures may be applied. All actions taken to investigate and resolve complaints through this policy and the Chancellor’s procedures are conducted with as much privacy, discretion, and confidentiality as possible without compromising the investigation’s thoroughness and fairness.

Complaints, in certain circumstances, may be referred to the Office of Governance, Audit, and Compliance (OGAC), the Office of the General Counsel, or an external third-party for investigation.

Employees found to have discriminated, harassed, or retaliated against another individual as defined in this policy will be subject to appropriate disciplinary actions, which may include but are not limited to reprimand, change in work assignment, loss of privileges, mandatory training, employment suspension, or employment termination.

**IV.E.1.5. No Retaliation for Discrimination Complaints**
Retaliation against any individual for engaging in protected activity as defined in this policy is not tolerated. Engaging in protected activity, however, does not shield an employee from all discipline or discharge. Any retaliatory acts will be subject to appropriate disciplinary actions, which may include but are not limited to reprimand, change in work assignment, privilege loss, mandatory training, employment suspension, or employment termination.

Incidents of unlawful retaliation should be referred to the Office of Human Resources for investigation and will be investigated in the same manner as employment discrimination claims.

**IV.E.1.6. Educational Setting**
This policy acknowledges academic freedom. Faculty and students should review the Academic Freedom and Responsibilities discussion in Section V.I.

**IV.E.1.7. State and Federal Agencies**
Employees who believe they may have been subjected to unlawful employment discrimination, harassment, or retaliation may file a formal complaint with any of the government agencies below.

Equal Employment Opportunity Commission (EEOC)
Mickey Leland Federal Building
1919 Smith Street, 6th Floor
Houston, Texas 77002

Texas Workforce Commission (TWC)
101 E. 15th Street, Guadalupe CRD
Austin, Texas 78778
Office for Civil Rights (OCR)
U.S. Department of Education
1999 Bryan Street, Suite 1620
Dallas, Texas 75201

Using the College’s internal complaint processes does not prohibit an individual from filing a complaint with these agencies. Employees also have the right to file a complaint with local law enforcement. Filing a criminal complaint will not preclude any individual from participating in an internal College complaint process as provided herein.

IV.E.1.8. Compliance and Training
The College expects the Office of the General Counsel, OGAC, and the Office of Human Resources to coordinate efforts to comply with this policy and to conduct any investigation in accordance with applicable laws. The College provides training consistent with Texas and federal law to (1) new and existing employees regarding their protections under federal and state discrimination laws and the College’s related policies and complaint procedures; and (2) all employees, especially supervisory personnel, regarding the College’s non-discrimination obligations.

IV.E.1.9. Ethics Hotline
The College is committed to an environment where open, honest communications are the expectation, not the exception. The College encourages employees to feel comfortable in approaching their supervisors or administration (Human Resources, OGAC, OGC, etc.) when employees believe violations of Board Policy or Chancellor Procedures have occurred. The College makes available, however, an anonymous hotline for employees to report College policy and procedure violations. The hotline, EthicsPoint, is hosted by a third-party hotline provider. Employees are encouraged to submit reports relating to violations, request guidance related to policies and procedures, and provide positive suggestions and stories.

IV.E.2. Family and Medical Leave Act Rights Policy

IV.E.2.1. Policy
The College complies with the Family and Medical Leave Act of 1993 (FMLA). FMLA is intended to allow employees to balance their work and family life by taking reasonable leave for medical reasons that include: the birth, adoption, or foster care of a child; the care of a child, spouse, or parent with a serious health condition; or the employee’s own serious health condition. Accrued paid leave and Workers’ Compensation leave, if applicable, are used concurrently with FMLA leave.

This policy is implemented through Chancellor’s Procedures that comply with the FMLA, implementing regulations, and applicable state law.
IV.E.3. Employee Disability Rights

IV.E.3.1. Policy
The College recognizes and supports principles set forth in federal and state laws designed to eliminate employment discrimination against qualified individuals with disabilities. The College provides reasonable workplace accommodations for eligible, qualified employees as required by law. The College communicates and makes available the Chancellor’s procedures for prompt and equitable implementation of reasonable workplace accommodations for qualified individuals.

IV.E.3.2. Employee Responsibility to Request Accommodation
The College does not presume that an employee’s physical or mental impairment will necessarily cause any limitations to an employee’s ability to perform his or her job duties. Employees are responsible for identifying themselves as individuals requesting accommodation based on a qualifying disability. Employees must direct accommodation requests to the College’s chief human resources officer (CHRO) or designee. The Chancellor’s Procedures describe the accommodation request process in detail.

IV.E.3.3. Requests for Accommodation Reconsideration or Revision and Discrimination Complaints

(a) Accommodation Reconsideration or Revision. Employees may request that the CHRO or designee reconsider denied accommodations or College-proposed accommodations. Employees may also request revisions to their current accommodations.

(b) Discrimination Complaints. Employees who believe they are being unlawfully discriminated against because of disability are encouraged to report the incident(s) in the manner described in policy section Prohibited Unlawful Discrimination and Harassment. The same policy protections apply. Employees may also file a complaint, at any time, with the regional Office for Civil Rights at the U.S. Department of Education, Equal Employment Opportunity Commission, or the Texas Workforce Commission.

IV.E.3.4. Discrimination Retaliation or Coercion Prohibited
No College employee may discriminate against any individual because that individual has opposed any act or practice made unlawful by applicable laws, or because that individual made or submitted a complaint or charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under any applicable law. No College employee 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.⁴

⁴ 28 CFR 35.134
Employees who believe they are being unlawfully retaliated against or coerced because of disability are encouraged to report the incident(s) in the manner described in policy section Prohibited Unlawful Discrimination and Harassment. The same policy protections apply.

IV.E.3.5. Responsible Employee Designation
The College designates the CHRO as the employee responsible for coordinating the College’s efforts to comply with and carry out its responsibilities under applicable employment disability laws.

IV.E.3.6. Confidentiality and Records
Employee disability records are confidential. The Office of Human Resources is responsible for collecting and maintaining employees’ disability-related documentation. These records are kept in separate, secure files accessible only by the Office of Human Resources. Human Resource Offices located at the colleges must securely forward all disability records to the System Office for confidential storage.

Disability-related information is shared only when necessary as deemed by the College. 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 employee or other individuals.

IV.E.3.7. Expressing Breastmilk Policy
The College complies with applicable federal and state laws regarding an employee’s right to express breastmilk in the workplace and prohibits discrimination under this policy. The College supports the practice of expressing breastmilk and makes reasonable accommodations for the needs of these employees.

Supervisors shall provide a reasonable amount of break time for an employee each time the employee needs to express the milk. Employees shall be provided a place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public.

Employees who believe they are being unlawfully discriminated against under this policy are encouraged to report the incident(s) in the manner described in policy section Prohibited Unlawful Discrimination and Harassment. The same policy protections apply.

IV.E.4. Employee Military Service Rights

IV.E.4.1. Policy
The College follows the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and state and federal law applicable to military service. The College

5 Tex. Govt. Code 619.003(a)
6 Tex. Govt. Code 619.003(b)(1-2)
7 Tex. Govt. Code 619.004(1)
8 Tex. Govt. Code 629.004(2)
does not deny employment, reemployment, employment retention, promotion, or any other employment benefit on the basis of an employee’s uniformed service application, membership, performance, or obligation. The College does not discriminate against or take any adverse employment action against any employee because such person has taken action to enforce protections afforded any person under USERRA, has testified or otherwise made a statement in or in connection with any proceeding under USERRA, has assisted or otherwise participated in an investigation under USERRA, or has exercised a right provided for in USERRA.

IV.E.4.2. Definitions
(a) **Uniformed Service** means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or national emergency. Texas Military Forces and Reserves are also included in the Uniformed Service definition for purposes of this policy.

IV.E.4.3. Military Leave – Short Term
All College employees who are Uniformed Service members are granted a leave of absence from their duties without loss of time, vacation time, or salary on all days during which they are engaged in authorized training or duty ordered or authorized by proper authority, not to exceed 15 days in a fiscal year. Such employees are restored, when relieved from duty, to a position with similar rank and pay as that held by them when ordered to duty. If the leave exceeds 15 days in a fiscal year, these employees may use paid leave or may request unpaid leave.

IV.E.4.4. Military Leave – Long Term
Any non-temporary College employee who left their position to enter into active duty with the Uniformed Service and was thereafter discharged, separated, or released from such active duty under honorable conditions within five years from the enlistment date or call to active service will be restored to College employment. The employment shall be in the same position with the same rate of pay as held at the time of entering into active service or to a position of like seniority, status, and pay if the employee is still physically and mentally qualified to perform the duties of such position.

If such employee is not qualified to perform the duties of his or her previous position by reason of disability sustained during such military service, but is qualified to perform the duties of another position with the College, the veteran is restored to employment in another position which he or she is qualified to hold and which provides like seniority, status, and pay, or the nearest approximation.

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9 38 U.S.C. 4311(a)
10 38 U.S.C. 4311(b)
11 38 U.S.C. 4303(16)
12 Tex. Gov’t Code 437.202
Employees restored to employment are considered to have been on leave of absence during military service and are entitled to participate in retirement and all other benefits available to other employees in like positions. Such employees may not be dismissed from their positions without cause for one year following employment restoration.

Veterans eligible for employment restoration under the terms of this policy should apply in writing for such restoration to the chief human resources officer within 90 days after discharge or release from active federal or state military service and attach to such application evidence of discharge, separation, or release under honorable conditions.

IV.E.4.5. Discrimination Complaints
Employees who believe they have experienced any discrimination or retaliation based on their military status should file a complaint under the Prohibited Unlawful Discrimination and Harassment policy. The same policy provisions apply.

Employees may also file a complaint, at any time, with the Department of Labor or in a court of law.

IV.E.5. Workplace Violence

IV.E.5.1. Policy
The College strives to maintain a safe, professional work environment free from violence and violent threats. Employees are expected to treat everyone in the College community professionally—with respect and civility. Employees violating this policy are subject to discipline up to and including termination and may have their conduct referred to law enforcement officials.

IV.E.5.2. Definitions
(a) Interim Measures means steps taken to protect a complainant and respondent pending an investigation’s result. Interim measures may include, but are not limited to, issuing an order prohibiting the parties from contacting each other; paid administrative leave; directing the lateral transfer of an employee; or arranging alternative employment environments.

(b) Threat means the intent and ability to inflict physical harm. Threats may be written, verbal, or physical. Threats can be direct, veiled, or conditional.

1. Direct threats are against a specific target, sometimes describing methods for committing violence.
2. Veiled threats are vague and could be interpreted in different ways.
3. Conditional threats are contingent upon a certain set of circumstances.
IV.E.5.3. Reporting Workplace Violence
The College prohibits direct or indirect threats, violent acts, or hostility that jeopardizes College community members’ safety or well-being. The College also prohibits behaviors likely to endanger College community members or the College.

College employees must report threats or violent incidents to the College’s Police Department—reporting is mandatory. The College’s Police Department may be contacted by dialing 5911 on any college phone or calling the Emergency Number: (281) 290-5911. The Non-Emergency Number is also available: (832) 813-6800.

The College encourages employees to report concerning behaviors to the chief human resources officer. Reports may also be made through the College’s Ethics Hotline. Employees are required to cooperate with investigations of allegations under this policy.

IV.E.5.4. Investigating Workplace Violence
The Office of Human Resources will investigate reports of threats or violent incidents. In some circumstances, investigations may be referred to the Office of Governance, Audit, and Compliance (OGAC), the Office of the General Counsel, or an external third-party for investigation. Interim measures may be instituted depending on the allegations.

Employees found to have made threats will be subject to discipline up to and including termination and the College’s Police Department may be contacted. Employees found to have committed violent acts may be terminated or recommended for termination and the College’s Police Department will be contacted.

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IV.F. EMPLOYEE RESPONSIBILITIES

IV.F.1. Employee Core Hours

IV.F.1.1. Policy
College employees are responsible for work attendance during core hours.

IV.F.1.2. Core Hours by Position
(a) Non-Faculty
The College’s core work hours are 8 a.m. through 5 p.m. Monday through Friday. The summer core hours may differ. All non-faculty employees, which includes non-teaching faculty for this section’s purposes, are expected to work during the College’s core hours. Non-exempt employees are expected to work 40 hours per week. Supervisors must give advance written approval for excess hours worked by non-exempt employees above 40 in a week, and all such excess hours must be recorded and compensated in accordance with Board Policy. Exempt employees, including non-teaching faculty, are expected to generally follow the 40-hour workweek consistent with non-exempt employees, but hours may vary depending upon assignment. Exempt employees do not receive additional
compensation for hours worked above 40 except for certain Office of Technology Services employees who are eligible for non-discretionary bonus pay for special assignments.

(b) **Faculty Members**
Faculty members are expected to meet the contact hour requirements for each course assigned to them. These requirements include both synchronous and asynchronous instruction. To maximize faculty accessibility to students, the College expects teaching faculty to be on campus at least four days per week—preferably five. Scheduled office hours should be reasonably convenient for students. Office hours must be posted and included in course syllabi. Teaching faculty may accomplish certain aspects of their teaching responsibilities off-campus, e.g., course preparation, evaluation of student work, and computer-based instruction. No specific hourly requirement is assigned to teaching faculty. To facilitate calculations of negotiated workloads, a 35-hour faculty workweek is the general guideline. Teaching faculty allot sufficient time within their workweek to fulfill other duties, e.g., institutional service, committee work, and professional development. This policy applies to each term a faculty member is contracted to teach.

**IV.F.2. Full-Time Faculty Workload**

**IV.F.2.1. Policy**
College faculty are responsible for learning facilitation, institutional service, and professional development.

**IV.F.2.2. Definitions**
(a) **Annual Assignment** means workload assignments that include the fall and spring semesters and, if contracted, the summer session(s). The average number of hours per week may vary if the total meets the annual standard.

(b) **Discipline Profile** means standard guidelines for learning facilitation assignments that identify by discipline the number of hours and usual number of sections that faculty members teach in each academic year.

(c) **Institutional Service** means one of three faculty workload components that contemplates collateral responsibilities to support the College in achieving its goals, such as serving on committees, mentoring faculty, recruiting, developing curriculum, and supporting administrative functions.

(d) **Learning Facilitation** means one of three faculty workload components that includes responsibilities associated with serving students such as: teaching, planning, evaluating, advising, and counseling.

(e) **Negotiated Workload** means an individualized workload assignment based on Division/College goals.

(f) **Professional Development** means one of three faculty workload components that may include responsibilities associated with addressing growth and change such as participating in the evaluation process, attending workshops, enrolling in programs of study, and contributing to one’s profession.
(g) **Traditional Workload** means a workload assignment consisting of responsibilities in all three workload components of the faculty position at the identified percentage of time, and a teaching assignment according to the discipline profile, including a minimum of 24 hours per week devoted to serving students.

**IV.F.2.3. Faculty Workload Responsibilities**

Workload consists of faculty responsibilities identified in three job components with a recommended (traditional) percentage. They are:

(a) Learning Facilitation - 70%

(b) Institutional Service - 20%

(c) Professional Development - 10%

With permission from the vice president of instruction, Faculty may choose a traditional or negotiated workload with at least 24 hours per week devoted to learning facilitation. Workload calculation is based on a general guideline of a 35-hour week.

**IV.F.2.4. Teaching Assignments**

The teaching component of the faculty workload follows the applicable discipline profile. Teaching hours may be adjusted for faculty on a negotiated workload with permission from the vice president of instruction.

**IV.F.3. Employee Performance**

**IV.F.3.1. Policy**

Competent employee performance is key to the College’s mission of serving students and the community. Employees and supervisors should discuss performance expectations and requirements and should promptly address issues.

**IV.F.3.2. Definitions**

(a) **Administrative Review** means an employee’s request for administrative review of a performance evaluation because the employee disagrees with the evaluation or believes the performance evaluation was conducted in a manner that violates this policy.

(b) **Performance Evaluation Form** means an electronic or physical form used to give and request employee performance feedback. The employee and supervisor should acknowledge receipt. The employee keeps a copy and a copy is placed in the employee’s personnel file.

**IV.F.3.3. Professional and Support Staff Performance Evaluations**

Supervisors conduct periodic performance evaluations of each full-time employee under their direct supervision. This evaluation focuses on whether an employee has met the evaluation period’s goals, documents achievements, difficulties, and sets goals for the next evaluation period. The evaluation is conducted in a face-to-face meeting using the Performance Evaluation Form. The evaluated employee is encouraged to provide feedback
and offer clarification on strengths and shortcomings discussed in the Performance Evaluation Form. An employee who disagrees with their evaluation may request Administrative Review.

**IV.F.3.4. Administrator Performance Review**

Each Administrator self-evaluates their performance annually. The Administrator’s supervisor accepts or rejects the Administrator’s self-evaluation. If the supervisor rejects any part of the Administrator’s self-evaluation, the supervisor must provide constructive feedback on how the Administrator can meet the supervisor’s expectations. The College may also periodically solicit employee feedback regarding their experience with various Administrators, for purposes of encouraging more effective self-evaluation and professional development planning. An Administrator who disagrees with their evaluation may request Administrative Review.

**IV.F.3.5. Faculty Assessment**

Faculty member assessment is a collaborative process between the faculty member and their supervisor. Faculty members self-assess their performance, goals, and effectiveness. Supervisors assess faculty members by reviewing instruction, curriculum development, continuing professional development, and institutional and community service. Supervisors use the information gathered in this assessment process to: (1) share information with the faculty member regarding professional development; (2) improve communication between faculty members and supervisors; (3) encourage excelling faculty members and provide guidance to faculty members needing improvement; and (4) collect information regarding continuing employment and contract renewals. A faculty member who disagrees with their assessment may request Administrative Review.

**IV.F.3.6. Addressing Employee Performance**

Promptly addressing performance issues fosters individual responsibility and accountability. Employees must know expectations and meet those expectations. Supervisors must efficiently communicate each job’s expectations and address performance issues in a reasonable and timely manner. Performance issues include, but are not limited to, attendance, behavior or conduct, and meeting job required standards. Employees receive opportunities to correct performance issues before discipline is imposed. The College uses a progressive discipline model, developed and maintained by the Office of Human Resources, to address performance issues. Continued performance deficiencies can result in employment termination.

**IV.F.4. Additional Employment**

**IV.F.4.1. Policy**

The College’s mission requires its employees’ professional endeavors to be focused on their primary jobs at the College. The College may permit additional employment outside of an employee’s primary job if the additional employment does not negatively impact the College’s mission.
IV.F.4.2. Definitions
(a) **Additional Employment** means any paid employment or contract work outside of an employee’s primary job at the College.

IV.F.4.3. Additional Employment Restricted
As determined by the employee’s supervisor (college dean for faculty), a full-time employee may not undertake additional employment that (1) directly or indirectly interferes with the employee’s primary job; (2) has been offered because of the employee’s official connection to the College; (3) uses College resources—including but not limited to computers, copiers, materials, equipment, or offices; (4) was not approved in advance and in writing by both the employee’s supervisor and the respective college president, vice chancellor, or other operational officer reporting directly to the Chancellor (“chief area officer”); (5) is expressly limited by the employee’s employment contract (if any) with the College; or (6) violates any principle established in this Board Policy.

When a full-time College employee wishes to engage in additional employment, including self-employment or an additional position within the College, the employee must report the nature and scope of the outside employment to the employee’s immediate supervisor. The employee may not engage in the employment unless and until it is approved in writing by the employee’s supervisor and the applicable college president, vice chancellor, or chief area officer.

IV.F.4.4. Commissioned Peace Officers
College peace officers seeking to work additional jobs are subject to the additional procedures and guidelines prepared by the administrator serving as Police Commissioner or designee.

IV.F.5. College Resources

IV.F.5.1. Policy
Resources provided by the College are for the College’s benefit and should be used to advance the College’s mission. No employee shall entrust College property to anyone, including other College employees, to be used for anything other than College purposes.

IV.F.5.2. Definitions
(a) **College property** means any object, thing, real estate, vehicle, furniture, equipment, fixture, donation, contract, chattel, or other item belonging to the College or which the College received or spent funds to acquire.

IV.F.5.3. No Personal Use of College Property
Employees shall not use College property for their own benefit or pleasure unless:

(a) Arrangements have been made in advance with the cost center manager for the employee to pay the value of the property’s use; or

(b) The property consists of library books, recreational facilities, or other items generally available to College community members.
Employees may, from time to time, use College telephones, email, and internet for appropriate personal purposes during working hours. Incidental use of the telephone, email, and internet is permissible if the use does not interfere with the employee’s performance of his or her responsibilities and does not incur any cost to the College. If additional costs are incurred by such use, the employee must promptly identify the additional cost and promptly reimburse the College. The College reserves the right to monitor all employee email communication. Employees have no expectation of privacy when using the College’s electronic resources.

IV.F.6. Ethical Standards

IV.F.6.1. Policy
All employees must adhere to the highest ethical and professional standards, always conducting official College duties with integrity and honesty and in conformance with applicable law, governing regulations, Board Policy, and the Chancellor’s Procedures. Employees must immediately disclose actual or potential conflicts of interest to the College.

IV.F.6.2. Definitions
(a) **Confidential Information** means confidential and or proprietary College information, including but not limited to personally identifiable information of students or employees, to which access is restricted by state or federal law, Board Policy, the Chancellor’s Procedures, or College contracts.

(b) **Conflict of Interest** means any real or reasonably apparent incompatibility between an employee’s private interests and his or her duty to the College, independent of whether any impropriety has occurred or may occur.

(c) **Public Servants** means the Chancellor, Chief Operating Officer, Executive Vice Chancellors, Vice Chancellors, Presidents, Vice Presidents, Associate Vice Chancellors, and any other College employees of that rank.

IV.F.6.3. Ethical Standards
All employees must:
(a) Protect all confidential information to which they have access. Employees must refuse to engage in any employment, sales, or commercial activity that might reasonably be expected to require or induce the disclosure of confidential information.

(b) Refuse to accept any significant gift, favor, or service that might reasonably tend to, or appear to, influence the discharge of official duties or official conduct. This is especially important for employees who exercise discretion in connection with contracts, purchases, payments, claims, and other College pecuniary transactions; such employees may not solicit, accept, or agree to accept any benefit from any person the employee knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the employee’s discretion. Except for cash or negotiable instruments, this prohibition does not apply to items with a fair market value under $50. An employee who receives an unsolicited gift or benefit that he or she may not accept under this policy...
may donate the gift or benefit to the Lone Star College Foundation. Notwithstanding this prohibition, an employee may attend a vendor-provided or -sponsored seminar or training program under the conditions specified in the Board Policy section on Reporting and Investigating Dishonesty and Fraud.

(c) Avoid any personal business arrangements that might impair independent judgment in the performance of official duties.

(d) Avoid personal investments that could reasonably be expected to create a conflict of interest.

(e) Perform all official duties and exercise all official powers in an impartial manner, free from any solicitation, acceptance, or agreement to accept or give any personal benefit, including a benefit for or to one’s family.

(f) Contribute to creating a positive and constructive environment, which is essential for the success and effectiveness of the workplace and the teaching/learning process, including the responsibility for each employee to:

1. Subscribe to the judicious use of power vested in his or her position and exercise particular care in relationships of unequal authority, such as that of a supervisor/subordinate or a faculty/student, in which he or she has responsibility for evaluation and decision-making.

2. Ensure that each employee/student under his or her direction has the opportunity to work/learn in an environment that reflects concern for each individual and respect for each person and is free from harassment or discrimination.

3. Refuse to permit a family member to enroll in a class or other instructional activity for which the employee has responsibility to evaluate performance.

4. Take reasonable actions to ensure that appropriate rules regarding plagiarism and/or cheating are in place and are impartially enforced to protect academic integrity.

(g) Keep accurate and reliable records of all matters for which he or she has responsibility, and maintain all records and funds in an accurate and straightforward manner consistent with the law and the College’s accounting processes.

(h) Provide full and accurate information, and true records of all required documentation, including employee applications, employment verification documents, transcripts, certifications and credentials, criminal history, information regarding prior employment, and any other information which materially relates to the employee’s employment or application for employment with the College.

(i) Sexually intimate or physical relationships between an instructor and a student enrolled in the instructor’s course are prohibited.

Violating this policy may result in employee discipline—including termination.
IV.F.6.4. Disclosure of Interest in Property to be Acquired
Public Servants must disclose any personal legal or equitable interest in real property to be acquired by the College with public funds. Such disclosures are made by filing with the county clerk of the county or counties in which the property is located and the county in which the Public Servant resides, an affidavit containing the following information within ten calendar days before the date on which the property is to be acquired.

(a) Name and title;
(b) A full description of the property;
(c) Nature, type, and amount of interest in the property;
(d) The date when the officer acquired the interest;
(e) A verification swearing to the correctness of the information in the affidavit; and
(f) An acknowledgement of the type required for recording a deed in the records of the county.

A copy of the affidavit must be provided to the College’s General Counsel within ten calendar days before the filing.

IV.F.7. Employee Participation in Political Activity

IV.F.7.1. Policy
The College supports employees’ rights of freedom of association and political participation except as limited by law. Employee association and political participation activities may not interfere with an employee’s duties and responsibilities.

IV.F.7.2. Definitions
(a) Political advertising means any communication that advocates a particular outcome in an election related to either a measure or a candidate. Such communication may be in any written or broadcast form, such as a billboard, a flier, a newsletter, a poster, a television or radio ad, or an internet site. Political advertising does not include communications that factually describe the purposes of a measure if the communication does not advocate passage or defeat of the measure.

IV.F.7.3. Prohibited Acts
(a) College employees may not use any College funds or other resources to finance or otherwise support the candidacy of a person for an office in the legislative, executive, or judicial branch of state or federal government. College money or resources include employee time while working and College-owned or -leased motor vehicles. This prohibition extends to the direct or indirect employment of a person to support the candidacy of a person for an office of state or federal government.

(b) A College employee may not use official authority or influence or permit the use of a program administered by the College to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose. An employee does not interfere with or affect the results of an election or nomination if the employee’s
conduct is permitted by a law relating to the employee’s office or employment and is not otherwise unlawful.

(c) A College employee may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent private payments, loans, or contributions of anything of value to a person or political organization for a political purpose.

(d) No College employee or Trustee may spend or authorize the spending of public funds, or use of public resources, for political advertising or campaigning. This prohibition does not prevent any official or employee from furnishing to any elected or appointed official factual information describing operations or issues affecting the College or its students, nor does it prevent any official or employee from complying with the Texas Public Information Act.

(e) No College employee or Trustee may knowingly use or authorize the use of an internal mail system for the distribution of political advertising.

IV.F.7.4. Information Resource
An employee may serve as a resource for information or facts as they relate to the impact on the College of any pending legislation or referendum, provided that such service is approved by the Chancellor or designee.

IV.F.7.5. Candidacy for Public Office
College employees may run for election and serve as members of the governing bodies of school districts, cities, towns, or other local governing districts. No employee may conduct campaign activities during business hours unless the employee has requested and received permission to use paid leave. Employees elected to public office may serve in that office as long as 1) no conflict of interest exists, 2) the office does not compensate the employee, and 3) is not otherwise prohibited by law.

IV.F.7.6. Non-Elective State or Federal Office
College employees may hold non-elective offices with boards, commissions, and other state, federal, or nonprofit entities if the holding of such office 1) benefits the College, 2) does not conflict with the employee’s position, and 3) the position is not compensated except reimbursing direct expenses associated with the participation in the meetings.

IV.F.8. Employee Safety and Health

IV.F.8.1. Policy
It is the College’s goal to provide a safe and healthy working environment. Employees must participate in safety programs and observe all College health and safety rules, regulations, and instructions.

IV.F.8.2. Definitions
(a) College Buildings means buildings the College owns or controls.

(b) On-the-job means on College premises, in a College vehicle, or as part of any College activity.
IV.F.8.3. Responsibility for Safety
Employees must perform their work activities safely. Supervisors must ensure that each employee is trained and understands all health and safety requirements relevant to that employee’s particular job.

Each department must satisfy all applicable safety rules and standards imposed by law and must develop safety rules, policies, and regulations for its particular operations. In accordance with appropriate state and federal requirements, the College provides health and safety training programs, including but not limited to facilities inspection, emergency evacuation, hazard classification, and environmental protection.

All on-the-job illnesses, injuries, property damage, and unsafe conditions must be reported immediately to one’s supervisor or to another individual responsible for and capable of addressing the matter reported. Supervisors receiving such a report must immediately contact Office of Human Resources.

Each employee required to drive a College vehicle must possess a valid and appropriate driver’s license. Supervisors must certify that employees under their direction are capable of operating all motorized, self-propelled equipment required in the employees’ work.

IV.F.8.4. Smoking Prohibited
The College prohibits smoking anywhere inside College buildings, including but not limited to offices, classrooms, restrooms, hallways, and elevators.

The College will post no-smoking signs on each College building at each public entrance and at other strategic locations. The College will designate smoking areas at least 25 feet away from College buildings’ entrances.

IV.F.9. Drugs and Alcohol in the Workplace

IV.F.9.1. Policy
The College strives to provide an alcohol- and drug-free workplace and learning environment. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or unauthorized drug, and the unauthorized possession and use of alcohol are prohibited on College premises.

IV.F.9.2. Definitions
(a) **College Premises** means buildings or grounds the College owns or controls.

(b) **In the workplace** or **On-the-job** means on College premises, in a college vehicle, or as part of any College activity.

(c) **Reasonable Suspicion** means a conclusion based on personal observation of a specific objective instance or instances of employee conduct. Observation must be corroborated and documented in writing that an employee is unable to satisfactorily perform his or her job duties due to the use of drugs or alcohol. Such inability to perform may include, but is not limited to, a drop in the employee’s performance level or an indication of impaired judgment, reasoning, and level of attention or behavioral change or decreased ability of the senses.
(d) **Unauthorized Drugs** refers to any drug that cannot be obtained legally or has been illegally obtained, including prescription drugs obtained without a prescription, over-the-counter drugs not used as instructed, and drugs represented to be illegal.

(e) **Under the Influence** or **Impaired** means abnormal behavior in the workplace resulting from consuming alcohol or any controlled substance or other drug which may limit an employee’s ability to safely and efficiently perform his or her duties or poses a threat to the safety of the employee, other employees, the public, or property.

**IV.F.9.3. Alcoholic Beverages at College Events and Activities**
The following guidelines are provided for all College employees:

(a) Employees who serve as student or employee organization sponsors must ensure that any organizational activities conducted on- or off-campus that include alcoholic beverages are conducted in compliance with Texas law, ensuring that:

1. Persons 20 or under are not served or sold alcoholic beverages;
2. Excessive and/or rapid consumption of alcoholic beverages is discouraged; and
3. Alcoholic beverages are not used as prizes or awards in connection with sponsored events or activities.

(b) The public display of alcoholic-beverage advertising or promotion in College buildings or any other College premises is prohibited.

(c) Alcoholic-beverage advertisements or promotions shall not appear in College-controlled or -affiliated publications, including the College’s affiliated websites.

(e) Advertising of establishments that sell alcohol (e.g., grocery stores, breweries, etc.) may appear in various College publications if the advertisements:

1. Exclude brand names, logos, prices, visual images, or verbal phrases that promote or encourage alcoholic beverage consumption;
2. Do not encourage any form of alcohol abuse, such as ads that encourage rapid and excessive alcohol consumption; and
3. Includes a statement about responsible drinking.

**IV.F.9.4. Employee Who Appears to be Under the Influence on the Job**
Any employee whose on-the-job conduct provides a reasonable suspicion that the employee is under the influence of drugs or alcohol may be questioned by the employee’s supervisor about the influence of drugs or alcohol on the employee’s conduct. A supervisor should contact the Office of Human Resources when the supervisor has a reasonable suspicion that an employee is under the influence of drugs or alcohol before requiring the employee to leave the College or taking other disciplinary action.

A College employee may be required to leave the workplace if the employee admits to being under the influence of drugs or alcohol and the College community’s safety is threatened, the effects are disruptive to the work or learning environment, or the
employee’s ability to perform his or her job is impacted. The supervisor must take reasonable action to prevent the employee from driving.

If the employee denies that he or she is under the influence of drugs or alcohol, yet the conduct provides reasonable suspicion to believe that he or she is, the employee may be required by the supervisor, after consultation with an administrator and the Office of Human Resources, to report to a designated medical facility for drug or alcohol testing. Refusal to consent to a required medical test or a drug or alcohol screening violates this policy.

An employee is subject to discipline, up to and including termination, for violating this policy. Discipline may include an opportunity to complete an appropriate rehabilitation or therapy program, at the employee’s sole expense, before returning to work or before disciplinary action is imposed.

**IV.F.9.5. Report of Conviction for Drug-Related Offense**

An employee shall notify their supervisor of any conviction for a drug-related offense no later than five days after such conviction. Employees who drive College-owned or -leased vehicles must notify their supervisor of any alcohol-related driving convictions no later than five days after such conviction. Failure to give this notification may result in disciplinary action up to and including termination. A supervisor so notified by an employee should seek advice from the Office of Human Resources before responding to the information.

Within ten days of receiving notice that an employee engaged in the performance of a federal contract was convicted for a drug-related offense occurring in the workplace, the College must provide conviction information to any relevant federal contracting agency.

Within 30 days of receiving notice of an employee conviction for any drug-related offense occurring in the workplace, the College shall either (1) take appropriate personnel action against the employee, up to and including termination; or (2) require the employee to participate satisfactorily in a drug and alcohol abuse assistance or rehabilitation program.

**IV.F.9.6. Assistance to Employees Regarding Drug or Alcohol Abuse**

Sick leave, vacation leave, and compensatory time may be used during the time that an employee participates in a drug and alcohol abuse assistance or rehabilitation program. Leave without pay may be allowed, at the College’s discretion, for employees with insufficient accrued paid leave.

**IV.F.9.7. Possession by Police**

Any police personnel required to be in possession of alcohol or drugs in the course and scope of their employment are exempt from provisions of this policy pertaining to possession of alcohol or drugs in the workplace. The College’s Police Department has procedures for these circumstances.
IV.F.9.8. Off-Duty Conduct
A College employee may be disciplined, up to and including termination, for conduct outside the workplace if that conduct has a significant negative impact on College operations or on the employee’s ability to perform his or her job duties.

IV.G. CHANGES IN EMPLOYMENT STATUS

IV.G.1. General Changes

IV.G.1.1. Policy
An employee’s employment status with the College may change. This policy addresses some foreseen changes that may affect an employee during the course of employment. Additionally, the College may take reasonable steps to address an employee’s employment not specifically addressed in this policy, if those steps are in the College’s best interest.

IV.G.1.2. Definitions
(a) Reduction in Force (“RIF”) means eliminating positions because of (1) state or federal legislative or executive action reducing a College’s budget; (2) a significant loss in enrollment or inability to charge tuition, resulting from a loss of student financial aid; (3) College facilities are destroyed by catastrophic weather, acts of terrorism, or other unexpected and catastrophic events; or (4) destruction of property resulting in a sudden and unexpected decrease in tax revenue.

IV.G.1.3. Employee Resignations
Contractual employees may resign their employment by submitting a resignation letter to the Chancellor by August 1. The Board may accept resignation letters after August 1. Non-contract employees are employed at-will and may resign at any time with or without notice.

IV.G.1.4. Administrative Leave
The Chancellor may place any employee on paid or unpaid administrative leave at any time during the employee’s employment. An employee on administrative leave remains a College employee and is subject to all College and Board policies and procedures. The Chancellor’s decision placing an employee on administrative leave is final—it is not subject to an administrative review process and is not grievable.

IV.G.1.5. Reduction in Force
The College may need to reduce its work force via a RIF. Only the Board can approve a RIF. If a RIF is necessary, the Chancellor prepares and submits to the Board a RIF proposal, which includes the reason for the recommendation, the number of affected employees, how employees were chosen, and proposed time lines. The Board conducts a hearing on the proposed RIF based on the Chancellor’s recommendation. At least one representative of the affected employee group may address the Board regarding the RIF. Certain employee groups have additional considerations addressed below:

(a) Faculty Members
Before recommending a RIF for full-time faculty, the Chancellor must consider alternatives. Alternatives may include (1) reducing teaching contracts; (2) reassigning
some faculty members to other teaching fields, if qualified, and if open positions exist; (3) reducing teaching loads, and assigning faculty members administrative responsibilities, if available, provided that such assignment does not exceed two years; (4) transferring some faculty members to other locations if a comparable position is available; (5) reducing adjunct faculty; and (6) reducing class sizes, if the average for affected department is above the College average. The Chancellor must also give the Faculty Senate an opportunity to comment on the proposed RIF.

(b) Contract Employees
When a RIF affects contractual employees, the Chancellor should attempt to give reasonable notice, if possible. Reasonable notice for multi-year contractual employees means 12-months’ notice. Reasonable notice for all other contractual employees means three-months’ notice. The College may not fill contractual RIF-eliminated positions within 18 months from the date of the RIF separation without first notifying the person who held the eliminated position. This person must be given an opportunity to be reinstated into the now-available position. This person’s contract status and leave accruals must be restored to the same levels as of the date of the RIF separation. The College may however decline to reinstate if the person was given notice of the position availability and the person declined or did not respond within the required time.

(c) Non-Contract Employees
When a RIF affects non-contractual employees, the Chancellor should attempt to give notice as soon as reasonably possible. Non-contractual employees may be eligible for reassignment in lieu of RIF separation if other positions are available for which the employee is qualified to perform the essential job functions. Non-contractual employees rehired within 18 months of losing a full-time position through a RIF are re-hired with reinstatement of benefits, if allowed by the State of Texas Employee Retirement System and or the Teacher Retirement System of Texas. Nothing in this policy creates a contract or property interest for non-contractual employees, and this policy does not alter in any way the employment-at-will status of non-contractual employees.

IV.G.1.6. Reduction in Force Appeal
Contractual employees may appeal a RIF separation to the Board. The contractual employee must appeal within 10 calendar days of the date the employee received notice of the RIF separation. The Board’s appeal review is limited to considering whether the decision to end the employee’s employment constituted prohibited discrimination, retaliation, or was arbitrary and capricious conduct. Appeal hearings are held in accordance with the Open Meetings Act. The Board’s decision is final.

****

IV.G.3. Employment Termination

IV.G.3.1. Policy
An employee’s employment may end. This section addresses the College’s authority to end an employee’s employment and due process issues for contractual employees.
IV.G.3.2. Non-Contractual Employees
Non-contractual employees are employed at will and have no property interest in their continued employment. A non-contractual employee’s employment may be immediately terminated with or without prior notice and with or without a reason. Non-contractual employees have no due process right of notice or opportunity for an appeal hearing.

IV.G.3.3. Contractual Employees
Contractual employees have a property interest during the term of their employment contract. A contractual employee’s employment contract may be terminated during the term of the contract for cause. Termination for cause includes, but is not limited to, misconduct, insubordination, dishonesty, incompetency, negligence, mistreating co-workers or students, misusing College funds, violating civil rights policies, continued performance issues, substantial unauthorized absences that negatively affect the College, misusing authority, failing to complete required training, or violating any Board policy. Employment contracts are terminated in accordance with the Contractual Termination Notice and Appeal process.

****
Request: Consideration and Review of the Recommended Revision of the Lone Star College (the “College”) Board Policy Manual Section V.A.8. Instructional Arrangements (FIRST READING)

Chancellor’s Recommendation: That the Board of Trustees consider and review revisions to the College’s Board Policy Manual Section V.A.8. Instructional Arrangements to include the Official Day of Record policy.

Rationale: The Official Day of Record (ODR) and Midpoint Day of Record (MDR) support Financial Aid Compliance with the regulatory requirement of timely completion of the Return to Title IV calculation once a student stops attending or withdraws from the College. The College has 45 days to complete the Return to Title IV calculation once non-attendance is recorded. The ODR and MDR reports will provide notification to Financial Aid assisting in effectively canceling erroneous disbursement of fund proceeds to the College for students not in attendance and allow for the timely completion of Return to Title IV calculations for the Department of Education. In addition to the improvements in financial efficiencies, these processes provide the opportunity to develop or enhance supports designed to help student success.

Fiscal Impact: None.

Staff Resource: Alicia Harvey-Smith 832-813-6648
Mario K. Castillo 832-813-6655
V.A.8. Instructional Arrangements
State funding shall be provided for lower-division level general academic courses provided by the College if such courses are (1) listed in the Academic Course Catalog or (2) have been reviewed by the THECB staff and have been approved in accordance with the unique need provision and are consistent with the Texas Common Course Numbering System.

(a) **Instructional Departments.** The Chancellor shall, upon recommendation by the President, establish the organizational structure of each college.

(b) **Class Size.** The College shall establish class size guidelines under Chancellor’s Procedures.

(c) **Course Load and Schedules.** Each college within the College shall comply with the uniform final dates, counted from the first day of an academic semester or term, for adding or dropping a course, established by the THECB. Course drops are limited. Please check with any System College for specific requirements. A student may not enroll in a course after a uniform final date for adding a course.

(d) **Official Day of Record.** The Registrar’s office sets the official day of record and the midpoint day of record for each session in a term. All instructors must complete the official day roll and the midpoint day roll during the verification periods specified by the Registrar.
Policy Report and Consideration No. 3 (ACTION ITEM 1)  Board Meeting 11-2-17

Request: Consideration of Approval of the revised 2017-2018 Academic Calendar.

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

Rationale: The proposed calendar outlines the major events for the 2017-2018 academic year and complies with the Common Calendar guidelines established by the Texas Higher Education Coordinating Board. Lone Star College policy requires the Board of Trustees to annually adopt an official calendar for the college. This calendar includes a revision adding July 5th as a holiday.

Fiscal Impact: None.

Staff Resource: Alicia Harvey-Smith
## 2017-2018 Academic Calendar (Revised)

### Fall Semester 2017

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty return</td>
<td>August 21</td>
</tr>
<tr>
<td>Classes begin</td>
<td>August 28</td>
</tr>
<tr>
<td>Labor Day holiday (offices closed)</td>
<td>September 2-4</td>
</tr>
<tr>
<td>Friday, Saturday &amp; Sunday classes begin</td>
<td>September 8, 9 &amp; 10</td>
</tr>
<tr>
<td>Thanksgiving holiday (offices closed)</td>
<td>November 22-26</td>
</tr>
<tr>
<td>Final exams</td>
<td>December 11-17</td>
</tr>
<tr>
<td>Winter holidays (offices closed)</td>
<td>December 21 – January 3</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 18</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 7</td>
</tr>
<tr>
<td>4-Week Minimester Ends</td>
<td>January 14</td>
</tr>
</tbody>
</table>

### Spring Semester 2018

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offices open</td>
<td>January 4</td>
</tr>
<tr>
<td>Faculty return</td>
<td>January 8</td>
</tr>
<tr>
<td>MLK holiday (offices closed)</td>
<td>January 15</td>
</tr>
<tr>
<td>Classes begin</td>
<td>January 16</td>
</tr>
<tr>
<td>Friday, Saturday &amp; Sunday classes begin</td>
<td>January 19, 20 &amp; 21</td>
</tr>
<tr>
<td>Spring break (offices closed)</td>
<td>March 12-18</td>
</tr>
<tr>
<td>Spring holiday (offices closed)</td>
<td>March 30 – April 1</td>
</tr>
<tr>
<td>Final exams</td>
<td>May 7-13</td>
</tr>
</tbody>
</table>

### May Minimester 2018

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classes begin</td>
<td>May 14</td>
</tr>
<tr>
<td>Memorial Day holiday (offices closed)</td>
<td>May 26-28</td>
</tr>
<tr>
<td>May Minimester Ends</td>
<td>June 3</td>
</tr>
</tbody>
</table>

### Summer I 2018

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classes begin</td>
<td>June 4</td>
</tr>
<tr>
<td>Independence Day holiday (offices closed)</td>
<td>July 4-5</td>
</tr>
<tr>
<td>First Summer Session ends</td>
<td>July 10</td>
</tr>
</tbody>
</table>

### Summer II 2018

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classes begin</td>
<td>July 12</td>
</tr>
<tr>
<td>Summer Session ends</td>
<td>August 19</td>
</tr>
</tbody>
</table>
## 2017-2018 Academic Calendar (Revised)

### 2018/2019

<table>
<thead>
<tr>
<th>Faculty returning</th>
<th>August 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classes starting</td>
<td>August 27</td>
</tr>
</tbody>
</table>

### 2017/2018 Offices Closed

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Day holiday</td>
<td>September 2-4</td>
</tr>
<tr>
<td>Thanksgiving holiday</td>
<td>November 22-26</td>
</tr>
<tr>
<td>Winter holidays</td>
<td>December 21 – January 3</td>
</tr>
<tr>
<td>MLK holiday</td>
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<td>Spring break</td>
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<tr>
<td>Spring holiday</td>
<td>March 30 – April 1</td>
</tr>
<tr>
<td>Memorial Day holiday</td>
<td>May 26-28</td>
</tr>
<tr>
<td>Independence Day holiday</td>
<td>July 4-5</td>
</tr>
</tbody>
</table>
Financial Report and Consideration No. 1   (ACTION ITEM 2)   Board Meeting 11-2-17

Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Interlocal Agreement on Behalf of Lone Star College (the “College”) with the Regents of the University of California (“the Regents”) for the Administration of the Puente Project at Lone Star College

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute an interlocal agreement on behalf of the College with the Regents of the University of California for the administration of the Puente Project. The term of the agreement will be three years from December 1, 2017 through November 30, 2020.

Rationale: The Puente Project is a national-award winning program that has the mission of increasing the number of educationally disadvantaged students who enroll in two and four-year colleges and universities, earn college degrees, and return to the community as mentors and leaders to future generations using an interdisciplinary approach with writing, counseling and mentoring components. The project helps to prepare these students through a combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community.

The Regents will provide a number of services for Lone Star College-University Park (“LSC-University Park”), including training for new advisors and writing instructors, and support in the form of specialized training for faculty, advisors and mentors in developmental English, English, Writing, and other Gateway course disciplines.

This purchase is in compliance with the provisions of Texas Government Code, Title 7, Chapter 791, Interlocal Cooperation Act, which allows the use of interlocal agreements between institutions of higher education or university systems for the purpose of procuring services.

Fiscal Impact: Costs of $37,500 for this purchase are included in the FY2017-2018 operating budget for LSC-University Park and will be included in future proposed budgets.

Staff Resource: Shah Ardalan 281-290-2999
Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase an Automated Manufacturing Line Including Mechatronics/Robotics Lab Equipment for the Lone Star College-University Park (“LSC-University Park”) Energy & Manufacturing Institute.

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute a contract on behalf of the College with Advanced Technologies Consultants, 110 West Main Street, Northville, MI 48167, to purchase an automated manufacturing line including mechatronics/robotics lab equipment in a sum not exceeding $997,995.

Rationale: The LSC-University Park Mechatronics program provides structured learning experiences to assist in meeting the community’s need for automated manufacturing professionals. The addition of an automated manufacturing line including mechatronics/robotics lab equipment will be utilized to train students to attain employment in a variety of industries in our service area. The mechatronics students will be operating equipment currently being used in plants utilizing automated manufacturing technology. The College will train students using standard and accepted methodologies for creating highly competent skills and talented graduates along with providing a training environment that embraces cutting-edge technology in automated manufacturing profession.

In compliance with Texas Education Code §44.031 (a), a Request for Proposals (“RFP”) #526 was publicly advertised and three responses were received. The evaluation of the proposals were conducted based on cost, qualifications, experience and service needs met; references; quality of services; the extent to which certified historically underutilized business (HUB), minority and/or veteran or women-owned business are utilized; past performance; long-term cost; and enhanced services/completeness and thoroughness of response.

Fiscal Impact: $997,995 for these purchases are available from the General Obligation Bonds, Series 2015A.

Staff Resource: Shah Ardalan 281-290-2999
Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Pharmaceutical Dispenser with Storage Units for the Lone Star College-Tomball (“LSC-Tomball”) Pharmacy Technician Program

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute a contract on behalf of the College with Becton, Dickinson and Company, 3750 Torrey View Court, San Diego, CA 92130, to purchase pharmaceutical dispenser with storage units in a sum not exceeding $176,652. If negotiations cease for any reason with Becton, Dickinson and Co., the College may proceed to negotiate with the next firm in the order of selection ranking with a score of not less than 70 until a contract is executed.

Rationale: The LSC-Tomball Pharmacy Technician, Surgical Technology, and Nursing programs provide comprehensive education of structured learning experiences to assist in meeting the need for health care professionals. The updated pharmaceutical dispenser and storage unit system in the Pharmacy Technician and Surgical Technology labs will be utilized to train students in these programs. The students will be operating pharmaceutical dispensing and storage equipment in the labs that are currently used in the community and at several program clinical sites. The addition of the Dexis pharmaceutical dispenser and storage units will provide a smooth transition for students from lab to clinical, as our clinical partners expect our students to be familiar with this machine. The college will train students using the standard and accepted methodologies for creating highly competent skills and talented graduates along with providing a training environment that embraces cutting-edge technology in the healthcare professions. Graduates of the Pharmacy Technician program are effectively prepared for entry-level positions in the pharmacy technician profession.

In compliance with Texas Education Code §44.031 (a), a Request for Proposals (“RFP”) #532 was publicly advertised and two responses were received. The evaluation of the proposals were conducted based on cost, qualifications, experience, and service needs met; references; quality of services; the extent to which certified historically underutilized business (“HUB”), minority and/or veteran or women-owned business are utilized; past performance; long-term cost; and enhanced services/completeness and thoroughness of response.
**Fiscal Impact:** $6,030 for these purchases are available from the General Obligation Bonds, Series 2015A and $170,622 are from the Tomball Regional Health Foundation (“TRHF”).

**Staff Resource:**
Lee Ann Nutt 281-351-3378
Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Amend the Previously Approved Award to Purchase Welding Machines and Testing Equipment for the Lone Star College-North Harris (“LSC-North Harris”) Welding and Inspection Technology Programs

Chancellor’s Recommendation: That the Board of Trustees approve the amendment of the previously approved September 13, 2017 agenda item for the purchase of welding machine equipment for LSC-North Harris Welding and Inspection Technology Programs.

Rationale: At the September 2017 Board Meeting, the Board of Trustees authorized the Chancellor or designee to negotiate and execute contracts to purchase welding machines and testing equipment. The LSC-North Harris Applied Technology Center provides specialty construction workforce education for automotive, machining, non-destructive testing and examination (“NDTE”), and welding. The remodel and update of this training center will be fully utilized to train students in the professions of automotive, machining, NDTE, and welding technologies. The addition of both Lincoln and Miller machines will provide a smooth transition for students from lab to workforce, as our partners expect our students to be familiar with these machines. Purchasing equipment from both manufacturers will save the college approximately $50,500.

This amendment adds the Lincoln equipment. See the revised table below:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Address</th>
<th>Original</th>
<th>Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conroe Welding Supply, Inc. (Miller)</td>
<td>415 South Frazier, Conroe, TX 77301</td>
<td>$229,960</td>
<td>$109,920</td>
</tr>
<tr>
<td>The Lincoln Electric Co. (Lincoln)</td>
<td>22801 St. Clair Ave., Cleveland, OH 44117</td>
<td>$0</td>
<td>$69,543</td>
</tr>
<tr>
<td>GE Inspection Technologies</td>
<td>50 Industrial Park, Lewiston, PA 17044</td>
<td>$120,369</td>
<td>$120,369</td>
</tr>
<tr>
<td>Tinius Olsen Testing Machine Co.</td>
<td>1065 Easton Road, Horsham, PA 19044</td>
<td>$57,124</td>
<td>$57,124</td>
</tr>
<tr>
<td>Hocker, Inc.</td>
<td>13402 Weiman Road, Houston, TX 77041</td>
<td>$17,470</td>
<td>$17,470</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>424,923</strong></td>
<td><strong>374,426</strong></td>
</tr>
</tbody>
</table>

Fiscal Impact: $374,426 for these purchases are available from the General Obligation Bonds, Series 2015A.

Staff Resource: Gerald Napoles 281-618-5444
Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Purchase Additional Cisco Network Hardware, Software, and Maintenance on behalf of Lone Star College (the “College”)

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to purchase additional Cisco network hardware, software, and maintenance on behalf of the College from Netsync Network Solutions, 2500 West Loop South, Suite 410, Houston, Texas 77027 in a sum not exceeding $7,000,000 over a two-year period.

Rationale: The College uses Cisco networking equipment as its standard for wide and local area networks. These purchases will enable the College to upgrade network equipment as scheduled and decommission network equipment that has reached the end of its useful life. These purchases will also provide network equipment for renovation projects at the colleges.

On May 5, 2016, the Board of Trustees approved the purchase of Cisco network hardware, software, and maintenance from Netsync Network Solutions for the amount of $5,000,000 for a two year period. An increase is needed due to the high volume of replacement hardware needed for projects.

This purchase complies with Texas Education Code §44.031 (a) (4) which allows for the use of inter-local contracts. The purchase(s) from Netsync Network Solutions will be conducted through the State of Texas Department of Information Resources (DIR) Purchasing Cooperative Program, contract #DIR-TSO-2542. A market analysis was completed to ensure best value in March 2016.

Fiscal Impact: Funds for this purchase are included in the FY 2018 LSC-College Services operating and technology fund budgets. Funds for subsequent fiscal years will be included in future proposed budgets. The current spend is approximately $4,547,277 over a 17 month period.

Staff Resource: Link Alander 832-813-6842
Jennifer Olenick 832-813-6512
Financial Report and Consideration No. 6  (ACTION ITEM 7)  Board Meeting 11-2-17

Request:  Consideration of Approval to Ratify an Amendment to a Contract on Behalf of Lone Star College (the “College”) with the Lone Star College-University Park (“LSC-University Park”) Architectural Firm for Additional Services Related to the 2014 General Obligation Bond Construction Program

Chancellor’s Recommendation:  That the Board of Trustees ratify an amendment to an agreement on behalf of the College with Rey de la Reza Architects, Inc. dba RdIRA Architects ("RdIRA"), 1245 West 18th Street, Houston, Texas 77008, for architectural services in a sum of $64,376 revised contract sum of $182,876.

Rationale:  At the April 9, 2015 meeting, the Board of Trustees approved RdIRA Architects to provide architectural services for the projects at LSC-University Park through a formal Request for Qualifications process in compliance with the Texas Government Code 2254.004.

RdIRA Architects was approved to provide these services for multiple renovation projects at LSC-University Park and was subsequently awarded a contract for basic services including, but not limited to design, mechanical, electrical, plumbing, heating, ventilation, and air conditioning (HVAC), and civil engineering.

This amendment provides for ratification for architectural services for multiple renovations exceeding the contract original contract amount of $118,500.

<table>
<thead>
<tr>
<th>University Park</th>
<th>Professional Services</th>
<th>PO Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commons Area Kitchen</td>
<td>Assessment</td>
<td>$ 4,850</td>
</tr>
<tr>
<td>Building 12.7</td>
<td>Classroom Buildout</td>
<td>$ 63,798</td>
</tr>
<tr>
<td>Building 10.1</td>
<td>Workforce Assessment Center</td>
<td>$ 49,878</td>
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<tr>
<td>Commons Area Kitchen</td>
<td>Kitchen Upgrades</td>
<td>$ 29,485</td>
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<tr>
<td>Commons Area</td>
<td>Student Life Space</td>
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<td></td>
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<td><strong>Total</strong> $182,876</td>
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<tr>
<td></td>
<td>Less Original Contract Amount</td>
<td>$118,500</td>
</tr>
<tr>
<td></td>
<td>Ratification Amount</td>
<td><strong>$ 64,376</strong></td>
</tr>
</tbody>
</table>

Fiscal Impact:  Funds for these purchases are available from the 2014 General Obligation Bond, Series 2015A.

Staff Resource:  Jennifer Olenick  832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Amend a Contract on Behalf of Lone Star College (the “College”) with the Lone Star College-System Office at University Park (“LSC-SO-UP”) Architectural Firm for Additional Services Related to the 2014 General Obligation Bond Construction Program

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to execute a contract amendment on behalf of the College with Rey de la Reza Architects, Inc. dba RdI RA Architects (“RdlRA”), 1245 West 18th Street, Houston, Texas  77008, for additional architectural services in a sum of $200,000 for a total revised contract sum of $382,876.

Rationale: At the April 9, 2015 meeting, the Board of Trustees approved RdlRA Architects to provide architectural services for the projects at LSC-University Park through a formal Request for Qualifications process in compliance with the Texas Government Code 2254.004.

RdlRA Architects was approved to provide these services for multiple renovation projects at LSC-University Park and was subsequently awarded a contract for basic services including, but not limited to design, mechanical, electrical, plumbing, heating, ventilation, and air conditioning (HVAC), and civil engineering.

This amendment provides for additional services for additional multiple renovation projects needed at the System Office at University Park location.

<table>
<thead>
<tr>
<th>University Park</th>
<th>Professional Services</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building 11, Floor 3</td>
<td>Renovation</td>
<td>$32,674</td>
</tr>
<tr>
<td>Building 11, Floor 7</td>
<td>Renovation</td>
<td>$60,530</td>
</tr>
<tr>
<td>Misc. Projects</td>
<td>Renovation</td>
<td>$106,796</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$200,000</strong></td>
</tr>
</tbody>
</table>

Fiscal Impact: Funds for these purchases are available from the 2014 General Obligation Bond, Series 2015A.

Staff Resource: Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Construction Manager-At-Risk (“CMAR”) Construction Management Services Related to the New Student Services Center Building for Lone Star College-Montgomery (“LSC-Montgomery”)

Chancellor's Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute a contract on behalf of the College with the first ranked firm, Durotech, Inc., 11931 Wickchester Ln, Suite 205, Houston, Texas 77043 for CMAR services in a sum not exceeding $1,094,473. If negotiations cease for any reason with the 1st ranked firm, the College will proceed to negotiate with the 2nd ranked firm with a score of not less than 70 until a contracted is executed.

Rationale: As a result of the November 4, 2014 bond election, the College is authorized to issue up to $485M in general obligation bonds for the purchase of land, new construction, repair and replacement, and renovation of facilities. CMAR construction management services are required for phase II construction projects related to the approved bond referendum. The CMAR services will include, but not be limited to, project management, constructability reviews, cost estimating, scheduling, subcontracting, quality and safety control, and project closeout.

In compliance with the provisions of Texas Government Code 2269.251, a Request for Qualifications (“RFQ”) #528 was publicly advertised and nine responses were received. The evaluation of qualifications was conducted using a two-step process. For step-one, the evaluation of qualifications was conducted based on the firm’s qualifications, experience and reputation, relevant higher education project experience, client references, methodology and project schedule timeline, experience of proposed lead personnel, quality control and safety programs, extent to which certified historically underutilized businesses (HUB), minority and/or veteran or women-owned businesses are utilized and the completeness and thoroughness of the response.

For step-two, onsite presentations were made by the top five firms receiving the highest scores from step-one. The five firms were evaluated based upon the above listed criteria with the addition of pricing for contractor fee, general conditions, and bonding fee.

Fiscal Impact: Funds for these purchases are available from bond proceeds issued under the 2014 General Obligation Bond Referendum.

Staff Resource: Jennifer Olenick 832-813-6512
Financial Report and Consideration No. 9 (ACTION ITEM 10) Board Meeting 11-2-17

Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Construction Services for Library Remodel for Lone Star College-University Park (“LSC-University Park”)

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute a contract on behalf of the College with Westway Construction Services, LLC, 8611 Derrington Road, Houston, TX 77064, to purchase construction services in a sum not exceeding $685,000 for the library remodel at LSC-University Park, Building 12, level 8. If negotiations cease for any reason with Westway Construction Services, the College may proceed to negotiate with the next firm in the order of selection ranking with a score of not less than 70 until a contract is executed.

Rationale: The Library Remodel is a 6,400 S.F. renovation of vacant space located in Building 12, level 8 of Lone Star College–University Park. The project provides additional learning spaces for a growing student population. The renovation includes expansion of the Resource and Student Learning Center, the addition of an Assessment Center, and a computer laboratory/classroom.

In compliance with Texas Education Code §2269.055 (a), a Competitive Sealed Proposal (“CSP”) #501 was publicly advertised and three responses were received. The evaluation of the proposals were conducted based on cost, qualifications, experience and service needs met; references; quality of services; safety record; the extent to which certified historically underutilized business (HUB), minority and/or veteran or women-owned business are utilized; past performance; financial capability; and enhanced services/completeness and thoroughness of response.

Fiscal Impact: $545,000 for this purchase is available from the General Obligation Bonds, Series 2015A and $140,000 is included in the FY2018 operating budget for LSC-University Park.

Staff Resource: Shah Ardalan 281-290-2999
Jennifer Olenick 832-813-6512
Request: Consideration of Approval by the Board of Trustees of the Engagement Letter for the Lone Star College (the “College”) 2017 Annual External Audit

Chancellor’s Recommendation: That the Board of Trustees consider and approve the Engagement Letter with Whitley Penn LLP, 3737 Buffalo Speedway, Suite 1600, Houston, Texas 77098 for the College’s 2017 annual external audit.

Rationale: At the June 6, 2013 meeting, the Board of Trustees approved the Board Audit Committee to select a firm to provide independent audit services through a formal Request for Qualifications process in compliance with Texas Government Code 44.031 (a).

At the August 4, 2016 meeting, the Board of Trustees approved Whitley Penn, LLP, to provide independent audit services for 2016 and 2017 fiscal years.

Board Policy calls for the Board to review and approve the engagement letter each year. To fulfill the policy sections requiring the Board to annually review and approve an engagement letter with an independent external auditor, the College is presenting to the Board Whitley Penn’s engagement letter for the 2017 fiscal year annual external audit.

Fiscal Impact: None.

Staff Resource: Jennifer Olenick 832-813-6512
Financial Report and Consideration No. 11  (ACTION ITEM 12)  Board Meeting 11-2-17

Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Addendum to the Partners In Leadership Contract for Additional Training Services on Behalf of Lone Star College (the “College”)

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to approve the purchase of services on behalf of the College to provide leadership and culture expertise in face-to-face workshops with each college leadership team from Partners in Leadership, Inc. 27555 Ynez Road, suite 300, Temecula, California 92591, in a sum of $25,000, for a total sum not exceeding $497,100 over three years.

Rationale: On February 2, 2015, the Board of Trustees approved the purchase of cultural assessment and change services with Partners in Leadership, Inc. for a sum not exceeding $472,100 through a formal Request for Proposal process in compliance with Texas Education Code §44.031.

The original contract term was for an initial three-year period with an option to renew for two (2) additional one (1) year terms based on mutual consent. The agreement also provided for face-to-face integration meetings, however, all assimilation meetings in the original contract have been conducted. This would leave a significant gap of 8 months for the initial three-year term with no consultant input in support of the ongoing culture transformation. To ensure continuity of the cultural makeover, it is recommended to execute a contract addendum providing additional leadership and culture expertise in face-to-face campus workshops with the leadership team from Partners in Leadership.

Fiscal Impact: Funds for this purchase are available from the FY2018 operating budget. Funds for subsequent years will be included in future proposed budgets.

Staff Resource: Helen Clougherty  832-813-6514
Financial Report and Consideration No. 12  (ACTION ITEM 13)  Board Meeting 11-2-17

Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Audio/Visual System Upgrades

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute a contract on behalf of the College with Troxell Communications, 2951 Marina Bay Drive #130, League City, Texas 77573, for the purchase of audio/visual system upgrades for all campuses, in a sum not exceeding $981,729. If negotiations cease for any reason with Troxell Communications, the College may proceed to negotiate with AVSI.

Rationale: On August 1, 2013, the Board of Trustees authorized the Chancellor or designee to negotiate and execute contracts with the vendors listed below to purchase audio visual equipment, installation and integration services and maintenance and repair services through a formal Request for Proposal process in compliance with Texas Education Code Section §44.031. The Board of Trustees approved a cumulative not-to-exceed amount of $10,000,000 over a maximum period of five years. For each purchase with an estimated cost exceeding $50,000, quotes would be requested from all vendors.

On December 1, 2016, the Board of Trustees approved the addition of language that contract sums in the amount of $500,000 or more will be individually presented to the Board of Trustees for consideration of approval.

Total contracts approved to date by vendor are listed below. A request for quotes was issued to all four vendors. Responses were received from Troxell and AVSI.

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Vendor Address</th>
<th>Total Contracts Approved to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>AVSI Group LLC</td>
<td>4464 West 12th Street, Houston, TX 77055</td>
<td>$1,833,489</td>
</tr>
<tr>
<td>Network Cabling Services, Inc.</td>
<td>12626 Fugua Street, Houston, TX 77034</td>
<td>$895,699</td>
</tr>
<tr>
<td>Summit Integration Systems</td>
<td>5440 Brittmoore Road, Houston, TX 77041</td>
<td>$772,371</td>
</tr>
<tr>
<td>Troxell Communications, Inc.</td>
<td>2951 Marina Bay Drive #130, League City, TX 77573</td>
<td>$4,357,104</td>
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<td><strong>Total</strong></td>
<td></td>
<td><strong>$7,858,663</strong></td>
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</table>
**Fiscal Impact:** $981,729 for this purchase is available in the proposed FY2018 LSC-College-Services operating budget.

**Staff Resource:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Link Alander</td>
<td>832-813-6832</td>
</tr>
<tr>
<td>Jennifer Olenick</td>
<td>832-813-6512</td>
</tr>
</tbody>
</table>
Request: Consideration of Approval to Authorize the Chancellor or Designee to Amend the Construction Manager at Risk (“CMAR”) Guaranteed Maximum Price (“GMP”) for Construction Services for Construction of the Building 12 and 13 Entrance Canopy and Parking Project at Lone Star College-University Park (“LSC-University Park”)

Chancellor's Recommendation: That the Board of Trustees authorize the Chancellor or designee to amend the CMAR firm, E.E. Reed Construction, L.P., (“E.E. Reed”) 333 Commerce Green Blvd., Sugar Land, Texas 77478, for construction services related to the LSC-University Park Building 12 and 13 Entrance Canopy and Parking Project, a phase one, group 6A project under the 2014 General Obligation Bond Construction Program, for additional project costs in a sum of $118,470 for a total revised GMP sum not exceeding $18,284,578.

Rationale: At the August 2016 Board meeting, the Board of Trustees approved E.E. Reed to provide CMAR services for the construction of the Building 12 and 13 Entrance Canopy and Parking Project, group 6A bond projects for LSC-University Park in compliance with Texas Government Code § 2269.253 through a formal Request for Qualifications process.

Construction of the work was delayed by a request for a traffic study by the business park co-op. This delay has resulted in additional general project operational costs.

The table below summarizes all transactions approved by the Board of Trustees to date for this CMAR firm:

<table>
<thead>
<tr>
<th>E.E. Reed Contract Summary</th>
<th>Board Approval</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Original</td>
<td>3/3/2016</td>
<td>GMP - LSC-UP’s Center for Science and Innovation</td>
<td>$15,400,000</td>
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<td>First Amendment</td>
<td>8/4/2016</td>
<td>GMP – Bldg. 12 and 13 Entrance Canopy and Parking Project</td>
<td>$1,816,108</td>
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<tr>
<td>Second Amendment</td>
<td>11/13/2016</td>
<td>Geology Rock Wall</td>
<td>$225,000</td>
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Exhibit "R"
<table>
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<tr>
<th>Third Amendment</th>
<th>9/13/2017</th>
<th>Science Building</th>
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<td>Current Request</td>
<td>11/2/2017</td>
<td>Building 12 and 13 Entry – Project Operations</td>
<td>$118,470</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$18,284,578</strong></td>
</tr>
</tbody>
</table>

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

**Staff Resource:** Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Ratify the Emergency Purchase of Mechanical Construction Services for Lone Star College-Kingwood ("LSC-Kingwood")

Chancellor’s Recommendation: That the Board of Trustees ratify the emergency purchase of mechanical construction services for LSC-Kingwood from Raven Mechanical LP, 1618 Burchong, Houston, TX 77039 in a sum not exceeding $158,705.

Rationale: This work was required to get the campus heating, ventilation, and air conditioning systems operational. Having these systems functional was important to prevent the risk of re-contaminating the buildings by not having the air conditioned when the remediation company removed the temporary heaters and generators they initially provided to condition the space. All exterior walls of the buildings are lined with sheetrock immediately adjacent to the brick, which cannot be removed. It was cleaned, sanitized, and treated to prevent future degradation. Without environmental control of the space, the College would have compromised the remediation effort.

The Raven Mechanical, LP agreement was approved by the Chancellor and Chief Financial Officer as an emergency purchase under Board Policy Section III D.4.04 (e). The emergency purchase was deemed an emergency because the lead time to complete a bid process would be six to eight weeks, which would have delayed the process of repairing the damage to the mechanical systems.

Quotes were obtained from the Board recommended master service contractors for mechanical services.

At the April 9, 2015 meeting, the Board of Trustees approved master service agreements to purchase facility related minor projects, maintenance, repairs, and inspection services for the College for a sum not exceeding $10,000,000 for a five-year period through a formal Competitive Sealed Proposal process in compliance with Texas Government Code 2269.401.

Fiscal Impact: $158,705 for these purchases are available from Fund 35. Subsequent reimbursement of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bonds funds as deemed appropriate, and operating fund cash reserves, in this order.

Staff Resource: Katherine Persson 281-312-1640
Jennifer Olenick 832-813-6512
Financial Report and Consideration No. 15  (ACTION ITEM 16)  Board Meeting 11-2-17

Request: Consideration of Approval to Ratify the Emergency Purchase of Electrical Construction Services for Lone Star College-Kingwood (“LSC-Kingwood”)

Chancellor’s Recommendation: That the Board of Trustees ratify the emergency purchase of electrical construction services for LSC-Kingwood from Prism Electric, Inc., 6522 Bourgeois Rd. Houston, TX 77066 in a sum not exceeding $116,769.

Rationale: This work was required to get LSC-Kingwood campus electrical systems repaired as quickly as possible in order to get heating, ventilation, and air conditioning systems operational. Having these systems functional was important to prevent the risk of re-contaminating the buildings by not having the air conditioned when the remediation company removed the temporary heaters and generators they initially provided to condition the space. All exterior walls of the buildings are lined with sheetrock immediately adjacent to the brick, which cannot be removed. It was cleaned, sanitized, and treated to prevent future degradation. Without environmental control of the space, the campus would have compromised the remediation effort.

The Prism Electric Inc. agreement was approved by the Chancellor and Chief Financial Officer/Executive Vice Chancellor as an emergency purchase under Board Policy Section III D.4.04 (e). The emergency purchase was deemed an emergency because the lead time to complete a bid process would be six to eight weeks which would have delayed the process of repairing the damage to the electrical system.

Quotes were obtained from the board recommended master service contractors for electrical services.

At the April 9, 2015 meeting, the Board of Trustees approved master service agreements to purchase facility related minor projects, maintenance, repairs, and inspection services for the College for a sum not exceeding $10,000,000 for a five-year period through a formal Competitive Sealed Proposal process in compliance with Texas Government Code 2269.401.

Fiscal Impact: $116,767 for these purchases are available from Fund 35. Subsequent reimbursement of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bonds funds as deemed appropriate, and operating fund cash reserves, in this order.

Staff Resource: Katherine Persson 281-312-1640
Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Ratify the Emergency Purchase of Dental Chairs and Auxiliary Equipment for Lone Star College-Kingwood (“LSC-Kingwood”)

Chancellor’s Recommendation: That the Board of Trustees ratify the emergency purchase of dental chairs and auxiliary equipment for LSC-Kingwood from Patterson Dental Supply, 27101 Network Place, Chicago, IL 60673 in a sum not exceeding $232,358.

Rationale: The dental chairs are required to construct a temporary clinic for the dental hygiene students to be able to gain their clinical experience required for accreditation. These chairs will be installed temporarily above the floor in leased temporary space, and can then be moved back to the dental clinic on the LSC-Kingwood campus and ultimately to the new healthcare building. LSC-Kingwood clinic had 12 chairs. Since the flood resulting from Hurricane Harvey, the students are unable to treat clinical patients. Direct clinical experiences are being delayed until the spring semester. In order to make up the missed hours, to meet the Commission on Dental Accreditation requirements, and to allow the second year dental hygiene students the opportunity to graduate at or near May, 2018, it was advantageous for all 15 students in each class to have a chair during their clinical assignments.

This purchase is deemed an emergency because it is imperative that the dental hygiene students have a functioning space for their clinical experiences by January, 2018. There will be some time needed for installation and an extended bid process could delay the ability to install the chairs in time for the Spring 2018 semester.

Quotes were obtained from the three dealers in the Houston area that can install the dental chairs.

This purchase was approved by the Chancellor and Chief Financial Officer/Executive Vice Chancellor as an emergency purchase under Board Policy Section III D.4.04 (e) and requires Board ratification.

Fiscal Impact: $232,358 for these purchases are available from Fund 35. Subsequent reimbursement of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bonds funds as deemed appropriate, and operating fund cash reserves, in this order.

Staff Resource: Katherine Persson 281-312-1640
Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Ratify a Lease Agreement on Behalf of Lone Star College (the “College”) with Northpark Shopping Center Plaza, L.P. for Lone Star College-Kingwood (“LSC-Kingwood”)

Chancellor’s Recommendation: That the Board of Trustees ratify a lease agreement on behalf of the College with Northpark Shopping Plaza, L.P. and authorize the Chancellor or designee to negotiate and execute amendments to the lease agreement at fair or market value in a sum not exceeding $104,000.

Rationale: As a result of Hurricane Harvey, approximately 80% of Kingwood College was flooded. This lease space will serve as a temporary location for classrooms and office space while the campus is restored and made ready for occupancy.

The initial lease agreement is for a three and one-half month term from September 12, 2017 to December 31, 2017. As needed, month-to-month amendments subsequent to December 31, 2017 will be executed at a monthly rate of $34,004, plus utility costs.

Emergency purchase authority was utilized to secure a temporary location for students and staff to begin the new semester September 25, 2017. Commercial lease space in the Kingwood area is in short supply and in high demand as a result of the recent flood.

Fiscal Impact: Up to $104,000 for these purchases are available from Fund 35. Subsequent reimbursement of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bonds funds as deemed appropriate, and operating fund cash reserves, in this order.

Staff Resource: Katherine Persson 281-312-1640
Jennifer Olenick 832-813-6512
Financial Report and Consideration No. 18  (ACTION ITEM 19)  Board Meeting 11-2-17

Request: Consideration of Approval to Ratify the Emergency Purchase of Mitigation, Remediation, and Restoration Services for Lone Star College-Kingwood (“LSC-Kingwood”)

Chancellor’s Recommendation: That the Board of Trustees ratify the emergency purchase of mitigation, remediation, and restoration services for LSC-Kingwood from Blackmon Mooring, 10511 Kipp Way #400, Houston, Texas 77099 in a sum not exceeding $5,813,697.

Rationale: As a result of the recent floods that devastated the Houston area and surrounding cities, six of the nine buildings located at the LSC-Kingwood campus were flooded. Blackmon Mooring was called in to quickly start mitigation and remediation services to prevent any additional damage. Blackmon Mooring specializes in operational expertise in disaster recovery.

At the April 7, 2016 meeting, the Board of Trustees approved master service agreements to purchase additional facility related minor projects, maintenance, repairs, and inspection services for the College for a sum not exceeding $10,000,000 for a five-year period through a formal Competitive Sealed Proposal process in compliance with Texas Government Code 2269.401. The board approved a pool of vendors providing services in the following trade skills: fire protection, finishing and painting, restoration and remediation, and flooring.

Fiscal Impact: Up to $5,813,697 for these purchases are available from Fund 35. Subsequent reimbursement of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bonds funds as deemed appropriate, and operating fund cash reserves, in this order.

Staff Resource: Katherine Persson  281-312-1640
Jennifer Olenick  832-813-6512
Request: Consideration and Authorization for the Chancellor or Designee to Execute Proposed Employment Contracts for the Attached Individuals

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or a designee to execute proposed employment contracts for the attached individuals. Each individual’s name, job title, not-to-exceed contract sum, and hire start date is attached.

Rationale: Board Policy Section III.D.1.3.(a) requires Board approval of employment contracts. In accordance with this policy, this authorization would expressly delegate such authority to the Chancellor or a designee for the attached individuals

Fiscal Impact: Positions and salaries have been budgeted for 2017-2018.

Staff Resource: Mario K. Castillo 832-813-6655
<table>
<thead>
<tr>
<th>Name</th>
<th>Job Title</th>
<th>Not-to-Exceed Contract Sum</th>
<th>Hire Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arora, Michael</td>
<td>Director, Human Resources</td>
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<td>9/12/17</td>
</tr>
<tr>
<td>Brega, Melissa</td>
<td>Assistant Professor, ESL/AAT</td>
<td>$51,690</td>
<td>9/1/17</td>
</tr>
<tr>
<td>Chen, John</td>
<td>Director, Human Resources</td>
<td>$63,976</td>
<td>9/18/17</td>
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<tr>
<td>Crippen, Karla</td>
<td>Director, HR/Comp/Benefits</td>
<td>$86,192</td>
<td>9/1/17</td>
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<tr>
<td>Donaire-Cirsovius, Maria</td>
<td>Director, Honors College</td>
<td>$84,502</td>
<td>9/1/17</td>
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<tr>
<td>Friday, Alicia</td>
<td>Executive Director, Organizational Development</td>
<td>$105,144</td>
<td>9/1/17</td>
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<tr>
<td>Hugenberg, Rachel</td>
<td>Reference Librarian/ Assistant Professor</td>
<td>$58,568</td>
<td>9/1/17</td>
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<tr>
<td>Jenkins, Jennifer</td>
<td>Assistant Professor, History</td>
<td>$67,622</td>
<td>9/1/17</td>
</tr>
<tr>
<td>Lister, Renae</td>
<td>Campus Director, Career, Technology &amp; Continuing Education</td>
<td>$63,976</td>
<td>9/1/17</td>
</tr>
<tr>
<td>Marrero, Eduvigis</td>
<td>Faculty, 70% Instructor</td>
<td>$38,826</td>
<td>9/5/17</td>
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<tr>
<td>Pentecost, Philip</td>
<td>Professor, Process Technology</td>
<td>$60,125</td>
<td>9/1/17</td>
</tr>
<tr>
<td>Ross, Jennifer</td>
<td>Associate Professor, Political Science</td>
<td>$59,665</td>
<td>8/21/17</td>
</tr>
<tr>
<td>Schulz, William</td>
<td>Assistant Professor, Political Science</td>
<td>$59,665</td>
<td>8/21/17</td>
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<tr>
<td>Scott, Bentley</td>
<td>Executive Director, Real Estate &amp; Strategic Planning</td>
<td>$86,500</td>
<td>10/2/17</td>
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<tr>
<td>Sessum, James</td>
<td>Associate Professor, Veterinary Technology</td>
<td>$53,036</td>
<td>8/21/17</td>
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<tr>
<td>Sluis, Amy</td>
<td>Assistant Professor, Art History</td>
<td>$56,224</td>
<td>9/1/17</td>
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<tr>
<td>Spears, Christa</td>
<td>Assistant Professor, Geology</td>
<td>$66,297</td>
<td>8/21/17</td>
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<tr>
<td>Stallman, Scott</td>
<td>Vice President, Instruction</td>
<td>$116,662</td>
<td>8/1/17</td>
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<tr>
<td>Starks, Natalie</td>
<td>Director, Admissions &amp; Records</td>
<td>$65,256</td>
<td>9/1/17</td>
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<tr>
<td>Stoops, Jamie</td>
<td>Assistant Professor, History</td>
<td>$63,723</td>
<td>8/21/17</td>
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<tr>
<td>Tallerine, Joshua</td>
<td>Workforce Skilled Trade Instructor, EMS</td>
<td>$59,050</td>
<td>8/21/17</td>
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<tr>
<td>Tate, Amy</td>
<td>Associate Professor, ESOL</td>
<td>$51,690</td>
<td>8/21/17</td>
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<td>Tusini, Alma-Kristina</td>
<td>Assistant Professor, Sociology</td>
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<td>8/21/17</td>
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<td>Vandergriffith, Eva</td>
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<td>Vastine, Gwendolyn</td>
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<td>8/21/17</td>
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<tr>
<td>Vick, Debra</td>
<td>Assistant Professor, Business</td>
<td>$59,665</td>
<td>8/21/17</td>
</tr>
<tr>
<td>Volmer, Rowdy</td>
<td>Assistant Professor, Radiologic Technology</td>
<td>$57,790</td>
<td>8/21/17</td>
</tr>
<tr>
<td>Voss, Vanessa</td>
<td>Assistant Professor, Philosophy</td>
<td>$59,665</td>
<td>8/21/17</td>
</tr>
<tr>
<td>Wade, Jerrel</td>
<td>Vice President, Administrative Services</td>
<td>$116,662</td>
<td>8/1/17</td>
</tr>
<tr>
<td>Walsh, Michael</td>
<td>Assistant Professor, Music</td>
<td>$59,665</td>
<td>9/1/17</td>
</tr>
<tr>
<td>Weathersby, Leon</td>
<td>Associate Professor, Mathematics</td>
<td>$59,665</td>
<td>8/21/17</td>
</tr>
<tr>
<td>Young, Rebecca</td>
<td>Associate Professor, AD Nursing</td>
<td>$59,665</td>
<td>8/21/17</td>
</tr>
<tr>
<td>Zhao, Shuang</td>
<td>Assistant Professor, Speech</td>
<td>$57,348</td>
<td>8/21/17</td>
</tr>
</tbody>
</table>
Financial Report and Consideration No. 1

Report: Monthly Financial Statements

The financial statements for the month ended September 30, 2017 are presented for Board review.
ACTUAL REVENUES AS A % OF BUDGET
9/1 THROUGH 9/30

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenue %</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-14</td>
<td>17.9%</td>
</tr>
<tr>
<td>2014-15</td>
<td>17.9%</td>
</tr>
<tr>
<td>2015-16</td>
<td>17.2%</td>
</tr>
<tr>
<td>2016-17</td>
<td>17.7%</td>
</tr>
<tr>
<td>2017-18</td>
<td>17.2%</td>
</tr>
</tbody>
</table>
ACTUAL EXPENDITURES AS A % OF BUDGET
9/1 THROUGH 9/30

<table>
<thead>
<tr>
<th>Year</th>
<th>% Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-14</td>
<td>7.4%</td>
</tr>
<tr>
<td>2014-15</td>
<td>7.6%</td>
</tr>
<tr>
<td>2015-16</td>
<td>7.0%</td>
</tr>
<tr>
<td>2016-17</td>
<td>6.9%</td>
</tr>
<tr>
<td>2017-18</td>
<td>6.1%</td>
</tr>
</tbody>
</table>
LONE STAR COLLEGE

Statement of Revenues and Expenditures
General and Auxiliary Funds
YTD September 30, 2017
Unaudited

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>FORECASTED VARIANCE</th>
<th>FISCAL YTD ACTUAL</th>
<th>% ACTUAL TO BUDGET</th>
<th>PRIOR YEAR ACTUAL</th>
<th>PRIOR YEAR % ACTUAL TO BUDGET</th>
<th>PRIOR YEAR 8% FY ELAPSED</th>
<th>ACTUAL 8% FY ELAPSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVENUES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Appropriations</td>
<td>$77,952,734</td>
<td>$</td>
<td>$9,359,533</td>
<td>12.0%</td>
<td>$8,876,235</td>
<td>12.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuition and Fees</td>
<td>126,435,957</td>
<td>-</td>
<td>53,311,810</td>
<td>42.2%</td>
<td>50,530,446</td>
<td>42.3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td>152,113,453</td>
<td>-</td>
<td>252,455</td>
<td>0.2%</td>
<td>303,082</td>
<td>0.2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investments</td>
<td>651,988</td>
<td>-</td>
<td>66,927</td>
<td>10.3%</td>
<td>37,658</td>
<td>10.3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>5,208,959</td>
<td>-</td>
<td>680,734</td>
<td>13.1%</td>
<td>595,668</td>
<td>10.0%</td>
<td></td>
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</tr>
<tr>
<td>Total Current Operations Revenues</td>
<td>362,363,091</td>
<td>0</td>
<td>63,671,459</td>
<td>17.6%</td>
<td>60,343,089</td>
<td>18.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auxiliary Revenues</td>
<td>11,370,000</td>
<td>-</td>
<td>570,079</td>
<td>5.0%</td>
<td>1,241,098</td>
<td>9.3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Revenues</td>
<td>373,733,091</td>
<td>0</td>
<td>64,241,538</td>
<td>17.2%</td>
<td>61,584,187</td>
<td>17.7%</td>
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<td></td>
</tr>
<tr>
<td>EXPENDITURES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instruction-Academic</td>
<td>94,293,031</td>
<td>-</td>
<td>6,466,573</td>
<td>6.9%</td>
<td>6,648,663</td>
<td>7.8%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instruction-Workforce</td>
<td>30,688,819</td>
<td>-</td>
<td>2,570,530</td>
<td>8.4%</td>
<td>2,673,354</td>
<td>9.5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Service</td>
<td>669,856</td>
<td>-</td>
<td>35,017</td>
<td>5.2%</td>
<td>54,533</td>
<td>7.2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Support</td>
<td>54,509,096</td>
<td>-</td>
<td>2,980,784</td>
<td>5.5%</td>
<td>3,457,568</td>
<td>6.3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Services</td>
<td>47,386,998</td>
<td>-</td>
<td>2,798,076</td>
<td>5.9%</td>
<td>3,079,904</td>
<td>6.7%</td>
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<td></td>
</tr>
<tr>
<td>Institutional Support</td>
<td>41,417,732</td>
<td>-</td>
<td>1,774,335</td>
<td>4.3%</td>
<td>2,019,104</td>
<td>5.5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plant Operation and Maintenance</td>
<td>37,428,900</td>
<td>-</td>
<td>1,475,552</td>
<td>3.9%</td>
<td>1,370,496</td>
<td>3.9%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Benefits</td>
<td>34,516,948</td>
<td>-</td>
<td>2,576,715</td>
<td>7.5%</td>
<td>2,619,370</td>
<td>8.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Educational and General Expenditures</td>
<td>340,911,380</td>
<td>0</td>
<td>20,677,582</td>
<td>6.1%</td>
<td>21,922,992</td>
<td>6.9%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prior Year Repair, Replacement and Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internally Designated</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>44,647</td>
<td>0.8%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auxiliary</td>
<td>11,370,000</td>
<td>-</td>
<td>954,287</td>
<td>8.4%</td>
<td>1,110,741</td>
<td>9.4%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>352,281,380</td>
<td>0</td>
<td>21,631,869</td>
<td>6.1%</td>
<td>23,078,380</td>
<td>6.9%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reserves</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Changes - Debt Service Transfers</td>
<td>8,500,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,149,481</td>
<td>0.4%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Changes - R&amp;R Transfers</td>
<td>5,470,000</td>
<td>-</td>
<td>5,470,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenditures &amp; Transfers</td>
<td>366,251,380</td>
<td>0</td>
<td>27,101,869</td>
<td>7.5%</td>
<td>25,227,861</td>
<td>7.2%</td>
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<td></td>
</tr>
<tr>
<td>NET INCREASE IN FUND BALANCES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Funds</td>
<td>7,481,711</td>
<td>-</td>
<td>37,523,877</td>
<td>5.4%</td>
<td>36,225,969</td>
<td>5.2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auxiliary Funds</td>
<td>0</td>
<td></td>
<td>(384,208)</td>
<td>-</td>
<td>130,357</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL NET INCREASE IN FUND BALANCES</td>
<td>$7,481,711</td>
<td>0</td>
<td>$37,139,669</td>
<td>5.1%</td>
<td>$36,356,326</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LONG TERM CASH RESERVES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revised Forecasted Net Increase in Fund Balance</td>
<td>$7,481,711</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2018 &quot;One-Time&quot; Cash Transactions</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning Cash Reserves, 9/1/2017</td>
<td>52,038,576</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forecasted Cash Reserves, 8/31/2018</td>
<td>$59,520,287</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL NET INCREASE IN FUND BALANCES</td>
<td>$7,481,711</td>
<td>0</td>
<td>$37,139,669</td>
<td>5.1%</td>
<td>$36,356,326</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LONG TERM CASH RESERVES AS A % OF BUDGETED EXPENDITURES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

16.9%
## Balance Sheet
### September 30, 2017
### Unaudited

### Assets

<table>
<thead>
<tr>
<th>Description</th>
<th>General &amp; Auxiliary</th>
<th>Restricted</th>
<th>GASB Reporting Totals Entries (*)</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>$77,241,534</td>
<td>$223,939,443</td>
<td>$301,180,977</td>
<td>$162,212,418</td>
<td></td>
</tr>
<tr>
<td>Accounts receivable, net</td>
<td>27,584,688</td>
<td>11,904,842</td>
<td>4,978,098</td>
<td>44,467,628</td>
<td>42,856,939</td>
</tr>
<tr>
<td>Prepaid and deferred expenses</td>
<td>613,408</td>
<td>-</td>
<td>-</td>
<td>613,408</td>
<td>15,111,217</td>
</tr>
<tr>
<td>Inventories, at cost</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Capital assets, net</td>
<td>-</td>
<td>-</td>
<td>867,985,071</td>
<td>867,985,071</td>
<td>807,183,080</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>105,439,630</td>
<td>235,844,285</td>
<td>872,963,169</td>
<td>1,214,247,084</td>
<td>1,027,363,654</td>
</tr>
</tbody>
</table>

### Liabilities and Fund Balances

<table>
<thead>
<tr>
<th>Description</th>
<th>General &amp; Auxiliary</th>
<th>Restricted</th>
<th>GASB Reporting Totals Entries (*)</th>
<th>Memorandum Totals Current Year</th>
<th>Memorandum Totals Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td>9,678,728</td>
<td>53,221,916</td>
<td>842,540,684</td>
<td>905,441,328</td>
<td>764,589,653</td>
</tr>
</tbody>
</table>

### Liabilities:
- Accounts payable & Accrued Absences Payable  
  | $4,342,420 | $11,292,477 | $15,634,897 | $18,257,949 |
- Deferred revenues  
  | 4,332,562 | 13,791,645 | - | 18,124,207 | 7,797,619 |
- Accrued interest payable  
  | - | 3,831,558 | - | 3,831,558 | 5,402,036 |
- Bonds payable  
  | - | - | 791,378,080 | 791,378,080 | 679,361,579 |
- Net Pension Liability  
  | - | - | 51,162,604 | 51,162,604 | 48,590,998 |
- Assets held in custody for others  
  | 1,003,746 | 7,979,824 | - | 8,983,570 | 7,080,460 |
- L/T Due to Other Local Government  
  | - | 16,326,412 | - | 16,326,412 | - |
| **TOTAL LIABILITIES**                            | 9,678,728           | 53,221,916 | 842,540,684                       | 905,441,328                   | 764,589,653                   |

### Deferral Inflows:
- | - | - | 23,436,941 | 23,436,941 | 14,864,130 |

### TOTAL LIABILITIES AND DEFERRED INFLOWS
- 9,678,728 | 53,221,916 | 865,977,625 | 928,878,269 | 779,453,783 |

### Total Fund Balances:
- 95,760,902 | 182,622,369 | 28,086,121 | 306,469,392 | 256,773,971 |

### Total Liabilities, Deferral Inflows and Fund Balances:
- $105,439,630 | $235,844,285 | $894,063,746 | $1,235,347,661 | $1,036,227,754 |

* Includes GASB (Governmental Accounting Standards Board) reporting entries related to Capital Assets, Long-Term Debt, and Pensions

Subject to Change pending completion of the August 31, 2017 audit.
## Summary of Operating Funds

### As of September 30, 2017

#### Operating Cash

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>POOLS</td>
<td>$31,377,174</td>
</tr>
<tr>
<td>MONEY MARKET ACCOUNTS</td>
<td>$1,803,858</td>
</tr>
<tr>
<td><strong>Total Operating Cash</strong></td>
<td>$33,181,032</td>
</tr>
</tbody>
</table>

#### Cash Reserves

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>US GOVT. AGENCIES</td>
<td>$34,823,285</td>
</tr>
<tr>
<td>MUNICIPAL BOND</td>
<td>$4,223,886</td>
</tr>
<tr>
<td>COMMERCIAL PAPER</td>
<td>$6,995,428</td>
</tr>
<tr>
<td><strong>Total Cash Reserves</strong></td>
<td>$46,042,599</td>
</tr>
</tbody>
</table>

**Total** $79,223,631
Report: Construction Projects Update

The monthly construction projects update is presented for Board review.
CONSTRUCTION PROJECTS UPDATE
As of September 27, 2017

2014 General Obligation Bond Program Projects Summary

LSC-CyFair
- Instructional and Student Life Building - CASE: Project is complete and classes are in progress. Dedication date of the building is November 10.
- Cypress Workforce Expansion: This project is complete and classes are in progress.
- Westway Park Information Technology & Visual Communications Satellite Center: Competitive Sealed Proposals are to be received October 5th. Recommendation of the successful Respondent will be made at the December 7th Board Meeting.

LSC-Kingwood
- Student Services Center Expansion: The new expansion has opened for occupancy. Installation of all equipment and furniture is complete. TAS inspection is nearing completion. Final punch list items, project closeout, and warranty work are underway.
- Kingwood Pilot Plant: Site work in progress. There are no issues at this time. This facility is slated for an expected Spring 2018 opening.
- Kingwood Chiller Line Extension: Contract is being prepared for approvals for HCL Mechanical (dba The Humphrey Company) to begin work. Substantial completion targeted for early March 2018
- Fire Training Facility: Architect preparing site construction documents for placement of the facility and for pricing to formalize total project cost. Preparing bid documents for site survey.
- Process Technology Center: Exterior site and building envelope are 85% complete. Interior is approximately 90% complete. We are awaiting permanent power from CenterPoint. There are expected delays due to the storm to get the power and manpower for various trades. The substantial completion for the building will be shifted to early November 2017. A combined opening is planned for the Process Technology Center and the Kingwood Pilot Plant in January 2018.

LSC-North Harris
- Construction & Skilled Trades Technology Center: The project is complete and occupied with classes being held for the current semester. There is additional work required by LSC to integrate the specialty equipment used as instructional aids into the building. MEP systems have been commissioned and are fully functional.
- East Aldine Satellite Center: Revisions to the construction documents to address code and program changes are underway. Proposal documents will be released later this month. Anticipated cost increases for the facility will need to be reviewed and approved by both Lone Star College and Aldine Independent School District. A GMP will be brought to the LSC Board for action in February or March 2018. Construction is expected to extend through Fall 2019.
- Central Plant Renovations: The goal is to have proposals for Board approval in February 2018 and complete the work no later than May 2018.
Transportation Institute: The property has been acquired and programming completed. A draft of the final program document is under review for approval by LSC.

**LSC-Tomball**

- South Entrance Drive: Driveway subgrade is 85% complete. Concrete paving work of the drive is 35% complete. The projected completion continues to be early December 2017.

**LSC-University Park**

- **Science and Innovation Building:** The building was damaged during Hurricane Harvey by rising water on the first floor. Repair and replacement work continues in numerous areas. The punch list items in non-affected areas are being addressed and close-out documents are being collected.
- **Buildings 12 & 13 Entrance Canopy and Parking:** The contract amendment with the CMAR will be considered by the Board of Trustees in November. If approved, construction will commence within a few weeks.
- **Library Remodel, Building 12 Level 8:** This project has been issued as a Competitive Sealed Proposal (CSP) #501. Proposals have been received and evaluations are complete. The expected completion timeframe is Summer 2018.
- **Kitchen Removal, Commons Building Level 1:** This project is to be issued for competitive sealed proposals in October. A revised expected completion timeframe will be forthcoming.
- **Student Life Renovation, Commons Building Level 2:** CSP Proposal Documents are 70% complete. Preliminary pricing for construction is complete. Expected completion date is anticipated for Summer 2018.

**System-wide Security Upgrades**

- Satellite center mass communication upgrades are complete. The procurement has been put on hold until further notice.

**Hurricane Harvey Recovery**

- **LSC-Kingwood Main Campus:** Remediation in affected buildings is complete. Building stabilization is underway. Permanent power has been restored. Heating, ventilation and air conditioning repairs are progressing. Design has begun for the reconstruction of space in the flood-impacted buildings. Lease Space – Design work is underway.