MINUTES OF THE
WORKSHOP AND REGULAR MEETING OF THE BOARD OF TRUSTEES
LONE STAR COLLEGE SYSTEM
CENTRAL SERVICES AND TRAINING CENTER
TRAINING AND DEVELOPMENT CENTER BOARD ROOM
5000 RESEARCH FOREST DRIVE
THE WOODLANDS, TEXAS 77381-4356
February 1, 2018
5:00 p.m.

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

ABSENT: Dr. David Holsey

I. CALL TO ORDER: Dr. Smith called the workshop and regular meeting of the Board of
Trustees to order at 5:01 p.m. after determining that a quorum was present.

Ms. Saldivar entered the meeting at 5:01 p.m. Mr. Vogt entered the meeting at 5:02 p.m.

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

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

IV. 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
V. **RECONVENE REGULAR MEETING:** Dr. Smith reconvened the open meeting at 6:12 p.m.

VI. **INTRODUCTIONS, SPECIAL GUESTS AND RECOGNITIONS:** Dr. Katherine Persson, president of LSC-Kingwood, introduced Sarah Porter, president of LSC-Kingwood student government association. Ms. Helen Clougherty, vice chancellor and chief of staff introduced Poornima Swaminathan, the new associate vice chancellor of marketing and communications.

Ms. Kay Fitzsimmons, executive director of community leadership gave a brief overview of the Lone Star College Leadership College and introduce LSC-North Harris student Belten Langmia to present on the “get out the vote” project he led at LSC-North Harris, after being inspired by Chair Alton Smith.

VII. **WORKSHOP:** None.

VIII. **APPROVAL OF THE MINUTES OF THE DECEMBER 7, 2017 WORKSHOP AND REGULAR MEETING OF THE BOARD OF TRUSTEES:** upon a motion by Dr. Scott and a second by Ms. Good the board approved the minutes of the December 7, 2017 Workshop and Regular Meeting of the Board of Trustees. The vote was unanimous.

IX. **SPECIAL REPORTS AND ANNOUNCEMENTS:**

1. **Chancellor:** Dr. Head spoke that spring semester headcount was flat and contact hours were down slightly.

2. **College Presidents:** Katherine Persson, president of LSC-Kingwood, gave a presentation on Harvey’s Impact on Lone Star College.

3. **Vice Chancellors:** Jennifer Mott-Olenick, executive vice chancellor and chief financial officer gave an update on LSC-Kingwood hurricane related construction and FEMA timelines.

4. **Faculty Senate Presidents:** Bob Lynch, faculty senate president of LSC-North Harris gave a presentation on following up on students that have attended Lone Star College. He stated that as much as things change, as time goes on things stay the same. Students can count on the place, the people and program quality.

5. **Board Members** – Mr. Ken Lloyd stated he attended a stellar performance at LSC-Kingwood. Dr. Smith announced that Trustee Lloyd’s daughter won a Grammy award.
Dr. Trowbridge announced he would be participating in a panel discussion at the orientation for state legislators.

Ms. Good traveled to Germany and the hotel that they stayed at had refugee employees participating in an internship.

Mr. Murillo stated he is taking a creative writing class at LSC-Montgomery and had an awesome campus experience.

Dr. Smith reported he was a guest speaker at a Boy Scout event in Tomball and he is taking a guitar class at LSC-UP.

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

Mr. David Wilson addressed the board about Action item #1 on Trustee Misconduct. He also stated he was impressed with how Lone Star College has dealt with Hurricane Harvey.

XI. **CONSIDERATION OF THE CONSENT AGENDA:** Item numbers 1, 2, 3, 4 and 5 were removed from the agenda to be considered separately. Chair Smith proceeded with the Consent Agenda. Dr. Trowbridge made a motion to approve Action Items 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 34. Dr. Scott 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”) System Board Policy Manual Section III.C.2. Investment Management (FIRST READING): the Board of Trustees considered and reviewed revisions to the College’s Board Policy Manual Section III.C.2. after changes to the Public Funds Investment Act enacted by the Texas legislature during 2017. A copy is attached as Exhibit “C”.

2. Consideration and Approval of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section I.G.1.7. Trustee Misconduct (ACTION ITEM 1): upon a motion by Dr. Scott and a second by Mr. Vogt the Board of Trustees considered and approved revisions to the College’s Board Policy Manual Section I.G.1.7. Trustee Misconduct, which adds Trustee misconduct standards. The vote was unanimous. A copy is attached as Exhibit “D”.

3. Consideration and Approval of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV.F.8. Change in Contract Status (ACTION ITEM 2): a motion was made by Dr. Scott with a second by Mr. Lloyd for the Board of Trustees to consider and approve revisions to the College’s Board Policy Manual Section IV.F.8. Change in Contract Status, which revises the
appeal process as regards the Board of Trustees. A roll call vote was taken. Voting aye: Dr. Smith, Mr. Lloyd and Dr. Trowbridge. Voting nay: Mr. Murillo, Ms. Good, Mr. Vogt, Dr. Scott and Ms. Saldívar. The motion failed with a vote of 5 – 3. A copy is attached as Exhibit “E”.

4. Consideration and Approval of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV.F.10. Employee Grievance and Review Process (ACTION ITEM 3): a motion was made by Dr. Scott with a second by Mr. Vogt for the Board of Trustees to consider and approve revisions to the College’s Board Policy Manual Section IV.F.10. Employee Grievance and Review Process, which revises the appeal process as regards the Board of Trustees. A roll call vote was taken. Voting aye: Dr. Smith, Ms. Saldívar and Dr. Trowbridge. Voting nay: Mr. Murillo, Ms. Good, Mr. Vogt, Dr. Scott, and Mr. Lloyd. The motion failed with a vote of 5 - 3. A copy is attached as Exhibit “F”.

5. Consideration and Approval of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV.F.10.13. Contractual Termination Notice and Appeal (ACTION ITEM 4): upon a motion by Dr. Scott and a second by Mr. Murillo for the Board of Trustees to consider and approve revisions to the College’s Board Policy Manual Section IV.F.10.13. Contractual Termination Notice and Appeal, which revises the appeal process as regards the Board of Trustees. A roll call vote was taken. Voting aye: Dr. Smith, Ms. Saldívar and Dr. Trowbridge. Voting nay: Mr. Murillo, Ms. Good, Mr. Vogt, Dr. Scott and Mr. Lloyd. The motion failed 5 – 3. A copy is attached as Exhibit “G”.

6. Consideration and Approve of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV. Human Resources (ACTION ITEM 5): upon a motion by Mr. Vogt and a second by Dr. Scott the Board of Trustees considered and approved revisions to the College’s Board Policy Manual Section IV. Human Resources, which revise, clarify, and update employment policies. The vote was unanimous. A copy is attached as Exhibit “H”.

7. Consideration and Approval of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV.E.1.1. Prohibited Unlawful Discrimination and Harassment (ACTION ITEM 6): the Board of Trustees considered and approved revisions to the College’s Board Policy Manual Section IV.E.1.1. Prohibited Unlawful Discrimination and Harassment, which revise, clarify, and update the College’s policy regarding unlawful discrimination. This item was passed in the Consent Agenda. A copy is attached as Exhibit “I”.

8. Consideration and Approval of the Recommended Revision of the Lone Star College (the “College”) Board Policy Manual Section V.A.8. Instructional Arrangements (ACTION ITEM 7): the Board of Trustees considered and approved revisions to the College’s Board Policy Manual Section V.A.8. Instructional Arrangements to include the Official Day of Record policy. This item was passed in the Consent Agenda. A copy is attached as Exhibit “J”.

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XIII. SPECIAL REPORTS AND CONSIDERATIONS:

1. Consideration of Approval to Name College #7 Lone Star College-Houston North (ACTION ITEM 8): the Board of Trustees adopted a resolution to name the proposed seventh college Lone Star College-Houston North. This item was passed in the Consent Agenda. A copy is attached as Exhibit “K”.

XIV. 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 Texas A&M Engineering Extension Service (“TEEX”) to Provide Training Under Texas Workforce Commission (“TWC”) Skills Development Fund Grant Providing Training for Employees of Goodman Manufacturing Company, Limited Partners (LP), Shield Air Solutions, Inc., and Quiet Flex Manufacturing Company, Limited Partners (LP) (ACTION ITEM 9): the Board of Trustees authorized the Chancellor or designee to negotiate and execute an Interlocal Agreement on behalf of the College with Texas A&M Engineering Extension Service, 200 Technology Way College Station, TX 77845, for the Texas Workforce Commission Skills Development Fund Grant Training for Goodman Manufacturing Company, LP, Shield Air Solutions, Inc., and QuietFlex Manufacturing Company, LP in a sum not exceeding $225,000. The term of the agreement will be from the execution date through January 31, 2020. This item was passed in the Consent Agenda. A copy is attached as Exhibit “L”.

2. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Interlocal Cooperative Agreement on Behalf of Lone Star College (the “College”) with the City of Houston on Behalf of the Houston Fire Department to Provide Emergency Medical Training (“EMT”) & Paramedic Training Under Agreement No. CC 2012.1014.7365 at the College Facilities for Houston Fire Department Employees (ACTION ITEM 10): the Board of Trustees authorized the Chancellor or designee to negotiate and execute an Interlocal Cooperative Agreement on behalf of the City of Houston located at 901 Bagby, Houston, TX 77002, on behalf of the Houston Fire Department in a sum not exceeding $250,000 per individual scope of work. The agreement term will be from the execution date through March 1, 2019, with two one-year renewal options. This item was passed in the Consent Agenda. A copy is attached as Exhibit “M”.

3. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Various Easements or Agreements with Metropolitan Transit Authority of Harris County (“METRO”) and ISI Contracting (“ISI”) for Construction and Related Services at Lone Star College-North Harris (“LSC-North Harris”) (ACTION ITEM 11): the Board of Trustees authorized the Chancellor or designee to negotiate and execute easements or agreements on behalf of the College for construction and related services at LSC-North Harris related to METRO transit services. The term of the contract shall be for the duration of the project awarded. This item was passed in the Consent Agenda. A copy is attached as Exhibit “N”.

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4. **Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Various Easements or Agreements with West Harris County Regional Water Authority for Construction and Related Services at Lone Star College-CyFair (“LSC-CyFair”) (ACTION ITEM 12):** the Board of Trustees authorized the Chancellor or designee to negotiate and execute various easements or agreements on behalf of the College with West Harris County Regional Water Authority (“Authority”) for construction and related services at LSC-CyFair. This item was passed in the Consent Agenda. A copy is attached as Exhibit “O”.

5. **Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contract on Behalf of Lone Star College (the “College”) for Additional Construction Services for Lone Star College-Tomball (“LSC-Tomball”) Center for Leadership, Academic, and Student Success (“CLASS”) (ACTION ITEM 13):** the Board of Trustees authorized the Chancellor or designee to execute a contract amendment on behalf of the College with The Sithe Group, LLC d/b/a TSG Industries, 2626 South Loop West, Suite 630, Houston, TX 77054 for additional construction services for LSC-Tomball CLASS in a sum not exceeding $25,000. This item was passed in the Consent Agenda. A copy is attached as Exhibit “P”.

6. **Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Lease and Install Modular Classrooms for Lone Star College-Kingwood (“LSC-Kingwood”) (ACTION ITEM 14):** the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with Mobile Modular, 4445 E. Sam Houston Parkway South, Pasadena, Texas 77505 to lease and install modular classrooms for LSC-Kingwood’s alternate classroom project for a turnkey sum not exceeding $226,000. This item was passed in the Consent Agenda. A copy is attached as Exhibit “Q”.

7. **Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) for Engagement of a Curriculum Development Consultant for Lone Star College-University Park (“LSC-University Park”) (ACTION ITEM 15):** the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with ProEdit, Inc., P.O. Box 462, Cumming, GA 30028 for Mechatronics curriculum development that will meet the standards to obtain accreditation approval of the Texas Higher Education Coordinating Board (“THECB”) and the Southern Association of Colleges and Schools (“SACS”) in a sum not exceeding $115,200. The contract will begin upon contract execution and end on December 31, 2019. This item was passed in the Consent Agenda. A copy is attached as Exhibit “R”.

8. **Consideration of Approval to Ratify a Contract Amendment on Behalf of Lone Star College (the “College”) for Additional Services to Purchase and Install Furnishings Related to the 2014 General Obligation Bond Construction Program for Lone Star College-University Park (“LSC-University Park”) Center for Science and Innovation**
(ACTION ITEM 16): the Board of Trustees ratified a contract amendment on behalf of the College with Facility Interiors, Inc., 6801 Portwest Drive, Houston, Texas 77024 to purchase and install additional furnishings related to the 2014 General Obligation Bond Construction Program for LSC-University Park Center for Science and Innovation in a sum not exceeding $39,415. This item was passed in the Consent Agenda. A copy is attached as Exhibit “S”.

9. Consideration of Approval to Authorize the Chancellor or Designee to Amend the 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 17): the Board of Trustees authorized the Chancellor or designee to amend the contract on behalf of the College with Kirksey Architecture, 6909 Portwest Drive, Houston, Texas 77024 for additional architectural services in a sum not exceeding $124,680 for a total revised contract sum of $1,156,399. This item was passed in the Consent Agenda. A copy is attached as Exhibit “T”.

10. Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contract on Behalf of Lone Star College (the “College”) for Additional Technology Design and Consulting Services Related to the 2014 General Obligation Bond Construction Program for the Lone Star College-University Park (“LSC-University Park”) Center for Science and Innovation (ACTION ITEM 18): the Board of Trustees authorized the Chancellor or designee to amend the contract on behalf of the College with Techknowledge Consulting Corporation, 6575 West Loop, Bellaire, Texas 77401 for additional technology design and consulting services to include inspection and oversight for Hurricane Harvey damages at the LSC-University Park Center for Science & Innovation, in a sum not exceeding $5,800. This item was passed in the Consent Agenda. A copy is attached as Exhibit “U”.

11. Consideration of Approval to Ratify the Emergency Contract Amendment on Behalf of Lone Star College (the “College”) with the Lone Star College-University Park (“LSC-University Park”) Construction Manager at Risk (“CMAR”) for Additional Construction Services Related to the 2014 General Obligation Bond Construction Program (ACTION ITEM 19): the Board of Trustees ratified a contract amendment on behalf of the College with E.E. Reed Construction, LP. (“E.E. Reed”) 333 Commerce Green Blvd., Sugar Land, Texas 77478, for construction services related to the LSC-University Park Science and Innovation Center, in a sum not exceeding $1,110,675 for a total revised contract sum not exceeding $19,395,253. This item was passed in the Consent Agenda. A copy is attached as Exhibit “V”.

12. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) for Construction Services for Roof Replacement at the Lone Star College-North Harris (“LSC-North Harris”) Winship Building (ACTION ITEM 20): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with Texas Liqua Tech Services, Inc., d/b/a Liqua Tech, 1819 Milby Street, Houston,
Texas 77003, for Roof Replacement construction services at LSC-North Harris Winship Building in a sum not exceeding $1,163,000. The Chancellor recommends that the firm with the highest evaluation score be awarded the contract. If negotiations cease for any reason with Liqua Tech, the College may proceed to negotiate with 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 “W”.

13. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Enter into Multi-Year Music Performance Licensing Agreements and Execute the Annual Enrollment Forms (ACTION ITEM 21): the Board of Trustees authorized the Chancellor or designee to negotiate and execute contracts on behalf of the College with the following organizations: ASCAP, One Lincoln Plaza, New York, NY 10023; BMI, Inc. 10 Music Square East, Nashville, TN 37203; SESAC, Inc., 55 Music Square East, Nashville, TN 37203; and Global Music Rights, LLC., 1100 Glendon Ave. #2000, Los Angeles, CA 90025 and enter into multi-year music licensing agreements for an estimated annual sum of $77,000 and a total estimated sum of $385,000 over the five-year term, and authorize the Chancellor or his designee to execute the annual enrollment forms. This item was passed in the Consent Agenda. A copy is attached as Exhibit “X”.

14. Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contract on Behalf of Lone Star College (the “College”) to Purchase Additional Facilities Management Services for Lone Star College-University Park System Office (“LSC-University Park System Office”) (ACTION ITEM 22): the Board of Trustees authorized the Chancellor or designee to amend the contract on behalf of the College to purchase additional facilities management services with Jones Lang LaSalle, Inc. (“JLL”), 1400 Post Oak Blvd., Suite 1100, Houston, TX 77056 for a sum not exceeding $2,519,000 for a revised sum not exceeding $10,519,000 for a five-year period. This item was passed in the Consent Agenda. A copy is attached as Exhibit “Y”.

15. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract On Behalf of Lone Star College (the “College”) for Snack and Beverage Vending Services (ACTION ITEM 23): the Board of Trustees authorize the Chancellor or Designee to negotiate and execute a contract on behalf of the College with The Compass Group d/b/a Canteen Vending Services (“Canteen”), 15951 Park Row, Houston, Texas 77084, to provide snack and beverage vending services for a five-year term with estimated annual commissions of 36.1% of net sales. The Chancellor recommends the firm with the highest evaluation score be awarded the contract. If negotiations cease for any reason with Canteen, 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 “Z”.

16. 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 Small
17. 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 Lone Star College-North Harris (“LSC-North Harris”) Cooling Tower and Chiller Replacement at the Central Plant (ACTION ITEM 25): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with Comfort Systems (South Central), Inc. d/b/a: Comfort Systems (South Central), Accurate Comfort Systems, and Atlas Comfort Systems (“Comfort Systems (South Central), Inc.”) 9745 Bent Oak Drive, Houston, TX 77040, to purchase construction services for a cooling tower and chiller replacement in a sum not exceeding $935,000. If negotiations cease for any reason with Comfort Systems (South Central), Inc., 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 “bb”.

18. 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 the Lone Star College-Fairbanks Center (“LSC-Fairbanks Center”) Roof Replacement (ACTION ITEM 26): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with PRC Roofing Company, Inc., 3714 Osage, Houston, Texas 77063 to purchase construction services for a roof replacement in a sum not exceeding $422,625. If negotiations cease for any reason with PRC Roofing Company, Inc., 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 “cc”.

19. 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 Six 2019 Freightliner Semi-Trucks for the Lone Star College-North Harris (“LSC-North Harris”) Transportation & Logistics Technology Center (ACTION ITEM 27): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with Houston Freightliner Sterling and Western Star, 9550 North Loop East, Houston, Texas 77029 in a sum not exceeding $730,000 to
purchase six 2019 freightliner semi-trucks for LSC-North Harris Transportation & Logistics Technology Center. If negotiations cease for any reason with Houston Freightliner, 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 “dd”.

20. Consideration of Approval to Purchase Custodial Supplies for Lone Star College (the “College”) (ACTION ITEM 28): the Board of Trustees approved the purchase of custodial supplies for the College in a sum not exceeding $975,000 from the following vendors: High Point Sanitary Solutions, 301 Garden Oaks Blvd. Houston, TX 77018; Buckeye Cleaning, 16420 West Hardy Road, Suite 150, Houston, TX 77060; Crown Paper & Chemical, 302 S. Frazier St. Conroe, TX 77301; Matera Paper, 1809 Brittmore Rd. Houston, TX 77043; Brawner Paper Co. 5702 Armour Dr. Houston, TX 77020. This Item was passed in the Consent Agenda. A copy is attached as Exhibit “ee”.

21. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Contracts on Behalf of Lone Star College (the “College”) to Purchase Lawn Maintenance Services (ACTION ITEM 29): the Board of Trustees authorized the Chancellor or designee to negotiate and execute contracts on behalf of the College to purchase lawn maintenance services, in a sum not exceeding $5,000,000 for a five-year period. The term of this award is for an initial three years with the option to renew for two additional one year periods. The Chancellor recommends that the firms with the highest evaluation score be awarded the contract. If negotiations cease with Yellowstone Landscape and Personal Touch Management Inc. d/b/a Special Touch Landscaping, the College may proceed to negotiate with the next firm in 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 “ff”.

22. Consideration of Approval to Ratify the Emergency Purchase of Computer Workstations and Monitors for Lone Star College-Kingwood (“LSC-Kingwood”) (ACTION ITEM 30): the Board of Trustees ratified the emergency purchase of computer workstations and monitors for LSC-Kingwood from NWN Corporation, 4802 N. Sam Houston Parkway W, Suite 500, Houston, Texas 77086 in a sum not exceeding $105,105. This item was passed in the Consent Agenda. A copy is attached as Exhibit “gg”.

23. Consideration of Approval to Ratify a Facility Use Agreement on Behalf of Lone Star College (the “College”) with Grace and Cole Investments L.L.C. for Lone Star College-Kingwood (“LSC-Kingwood”) Dental Hygiene Programs (ACTION ITEM 31): the Board of Trustees ratified a Facility Use Agreement with Grace and Cole Investments L.L.C. (the “Entity”) at 23750 FM 1314 Rd, Porter, TX 77365 for 4,560 rentable square feet (“RSF”) at a monthly fee in the amount of $1.75 per square foot in a sum not exceeding $220,000 over a twenty-four (24) month term. This item was passed in the Consent Agenda. A copy is attached as Exhibit “hh”.
24. **Consideration of Ratification Authorizing the Chancellor or Designee’s execution of a Lease Agreement and Lease Term Extensions on Behalf of Lone Star College (the “College”) Beyond Five Years for Lone Star College-University Park (“LSC-University Park”) and Ratify the Tenant Improvement Allowance of $1,153,985 (ACTION ITEM 32):** The Board of Trustees consider and ratified the Chancellor’s or designee’s execution of a lease and exercised lease extension with Responsive Education Solutions, which provides the option for an extended twelve-year term through June 30, 2024. In addition, that the Board of Trustees consider and ratify costs for tenant improvements previously incurred in fiscal year 2012 and 2014, prior to lease commencement as follows: $680,000 in FY 2012 for 11,905 square feet per the initial lease and $473,985 in FY 2014 for 8,475 square feet of expanded lease area. This Item was passed in the Consent Agenda. A copy is attached as Exhibit “ii”.

25. **Consideration of Ratification Authorizing the Chancellor or Designee’s execution of a Lease Agreement on Behalf of Lone Star College (the “College”) beyond five years for Lone Star College-Montgomery (“LSC-Montgomery”), referenced as Lone Star College-University Center (“LSC-UC”) in the Lease Agreement, and Ratify the Tenant Improvement Allowance of $215,853 (ACTION ITEM 33):** The Board of Trustees authorized the Chancellor’s or designee’s execution of a lease and lease amendments with Responsive Education Solutions, which provide the option for an extended twelve-year term through July 31, 2024. In addition, that the Board of Trustees consider and ratify costs for tenant improvements previously incurred in fiscal years 2013, and 2014, prior to lease commencement as follows: $116,888 in 2013 for 10,390 square feet per the initial lease and $98,965 in 2014 for 8,835 square feet of expanded leased area. This Item was passed in the Consent Agenda. A copy is attached as Exhibit “jj”.

XV. **PERSONNEL REPORTS AND CONSIDERATIONS:**

1. **Consideration and Authorization for the Chancellor or Designee to Execute Proposed Employment Contracts for the Attached Individuals (ACTION ITEM 34):** 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 “kk”.

XVI. **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 November 30, 2017 and December 31, 2017. A copy is attached as Exhibit “ll”.

XVII. **BUILDING AND GROUNDS REPORTS:**

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

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XVIII. SUGGESTED FUTURE AGENDA ITEMS: None.

XIX. ADJOURNMENT: There being no further business, the meeting was adjourned at 8:36 p.m.

ATTEST:

[Signatures]

Board of Trustees, Chair

Board of Trustees, Secretary
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 29th day of January, 2018 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 29th day of January, 2018.

____________________
Stephen C. Head
Chancellor
Consideration of Consent Agenda  

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.

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<td># 6 – Approve Rev Board Policy Sec IV.E.1.1 Discrimination</td>
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<td># 7 – Approve Rev Board Policy Sec V.A.8. Instruct Arrange</td>
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Exhibit "B"
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Policy Report and Consideration No. 1 (FIRST READING)  Board Meeting 2-1-18

Request: Consideration and Review of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section III.C.2. Investment Management (FIRST READING)

Chancellor’s Recommendation: That the Board of Trustees consider and review revisions to the College’s Board Policy Manual Section III.C.2. after changes to the Public Funds Investment Act enacted by the Texas legislature during 2017.

Rationale: Because of recent changes to state law, it is now legal for the College to participate in hedging transactions designed to protect the College from economic loss due to price fluctuations in commodities or other investments. The College’s investment management policy does not currently allow such transactions, but the revisions to Section III.C.2. would change College policy to allow the College to enter into hedging transactions.

This revision also condenses the College’s investment management policy by providing that the College may invest in any investment authorized by the Texas Public Funds Act or its successor statute. The current version lists each authorized investment separately.

Fiscal Impact: None.

Staff Resources: Jennifer Mott-Olenick 832-813-6512
Mario K. Castillo 832-813-6655
III.C.2. Investment Management

III.C.2.1. Policy
The College invests available funds after evaluating the College’s anticipated cash flow requirements and giving due consideration to investment safety and risk. The College’s investment portfolio is prudently designed and managed to obtain reasonable revenue without compromising the College’s cash flow needs, to maintain public trust, and to comply with legal requirements and limitations. This policy applies to all investment assets under the College’s direct control.

The College invests with the following objectives in priority order: (1) safety and principal preservation; (2) liquidity; (3) diversification; (4) public trust; and (5) yield.

III.C.2.2. Definitions
(a) **Act** means Texas Government Code Chapter 2256, the Public Funds Investment Act.

(b) **Board** means the Board of Trustees with ultimate legal authority to govern the College.

(c) **Hedging Transactions** means contracts and related security, credit, and insurance agreements designed to protect the College from economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

(d) **Investment Officers** means the College’s Chief Financial Officer and other employees as designated in writing by the College’s Chief Financial Officer, including an employee temporarily holding one of those positions in an acting or interim role.

(e) **Repurchase Agreement** means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date certain authorized investments for a market value not less than the principal amount of funds disbursed.

(f) **SEC** means the United States Securities and Exchange Commission.

III.C.2.3. Purpose and Strategy
The Act requires the College to adopt a written investment policy regarding investment of its funds and funds under its control, including a separate written investment strategy for each of the funds or group of funds under its control. At least annually, the Board reviews this investment policy and investment strategies and adopts a written instrument stating that this review has taken place and listing any changes to the investment policy or strategies. This investment policy addresses the methods and practices the College uses to ensure prudent fund management.
The College’s overall investment strategy is to properly safeguard College financial assets, provide sufficient liquidity and diversification, and produce a reasonable rate of return while enabling the College to react to changes in economic and market conditions. All investments this policy authorizes are suitable.

The longer an investment’s maturity, the greater its price volatility. Therefore, the College primarily invests in short- and intermediate-term investments to limit risk caused by interest rate changes. The College attempts to match its investments with its anticipated cash flow requirements. Cash flow requirements generally divide the portfolio into four major parts: liquidity needs, short-term needs, intermediate-term needs, and longer term, core investment. The College does not purchase investments maturing more than three years from the purchase date.

The College’s investment portfolio is designed to obtain a reasonable return throughout budgetary and economic cycles commensurate with investment risk constraints and cash flow needs. “Weighted Average Yield to Maturity” is used to calculate the portfolio’s rate of return.

The College commingles its operating, reserve, trust, and agency funds into one investment portfolio for investment efficiency, accurate distribution of earnings, and maximum investment opportunity. Nevertheless, the College recognizes each fund’s unique characteristics and needs and manages its portfolio accordingly. The maximum dollar weighted average maturity of the entire commingled portfolio reflecting cash flow needs will be no greater than one year, and the corresponding benchmark for the commingled portfolio will be the comparable one-year U.S. Treasury security.

Capital projects are managed separately in accordance with their anticipated expenditure schedules and bond document requirements.

III.C.2.4. College Fund Investment Strategies

(a) General Fund includes all College operating funds including, but not limited to, the general fund, payroll fund, technology fund, student activity fee fund, repair and replacement fund, and the auxiliary fund. This fund’s primary investment objectives are (1) to preserve and safeguard principal; and (2) to match anticipated cash flows with adequate investment liquidity. These objectives are accomplished by purchasing high credit quality, short- to intermediate-term investments matching cash flow requirements. Funds not needed for short-term cash flow requirements are invested in diversified instruments with diversified maturities readily marketable in the secondary market or, if certificates of deposit, redeemable with or without penalty. Yield may be enhanced by using maturity extensions available within the confines of accurate cash flow projections and market cycle timing. This fund’s maximum weighted average maturity is one year, and the maximum stated maturity for any one investment is three years.
(b) **Restricted Fund** includes local, state, and federal grant funds and funds from other sources restricted for instructional use. This fund’s primary investment objectives are (1) to preserve and safeguard principal; (2) to maintain liquidity sufficient to meet anticipated cash flow requirements; and (3) to optimize yield. These objectives are accomplished by purchasing high credit quality, short-term investments, diversified by instrument and maturity, and matching the investments’ maturity with anticipated liabilities. Funds not needed for short-term cash flow requirements are invested in diversified instruments with diversified maturities readily marketable in the secondary market or, if certificates of deposit, redeemable with or without penalty. A ladder of short-term investments with sufficient liquidity from cash equivalent investments may be used to maintain a maximum weighted average maturity of one year, and the maximum stated maturity for any one investment is two years or less.

(c) **Capital Projects Fund.** The Capital Projects Fund’s primary investment objectives are to (1) preserve and safeguard principal; (2) match cash flows from maturities and earnings of diversified investments to anticipated needs; and (3) obtain a reasonable market yield. Considering appropriate risk constraints, investment choices attempt to attain a return equal to or above the arbitrage yield to avoid negative arbitrage. These objectives are accomplished by purchasing high credit quality, short- and intermediate-term investments with maturities closely matching projected cash flow schedules. Funds not needed for short-term cash flow requirements are invested in diversified instruments with diversified maturities readily marketable in the secondary market or, if certificates of deposit, redeemable with or without penalty. An individual security’s maximum maturity will not exceed the shorter of the funds’ planned expenditure span or the maximum length—currently three years—allowed under this policy.

(d) **Debt Service Fund.** The Debt Service Fund’s primary investment objectives are to (1) preserve and safeguard capital; and (2) optimize yield to fund debt service payments in accordance with bond documents. Funds not required for immediate liquidity are invested in diversified instruments. Each successive debt service payment is fully funded before extensions are made. This fund’s maximum weighted average maturity is one year.

(e) **Trust and Agency Fund** includes local scholarship funds, club funds, and other funds for which the College acts as fiduciary and which have short average lives and high liquidity needs. This fund’s primary investment objectives are to ensure safety, liquidity, diversification, and yield. These objectives are accomplished by purchasing high credit quality, short-term investments and cash equivalents for liquidity. This fund’s maximum weighted maturity is six months, and the maximum stated maturity for any one investment is one year.

III.C.2.5. **Prudent Person Rule**
When investing for the College, investment officers consider prevailing internal and market circumstances which persons of prudence, discretion, and intelligence would exercise when managing their own affairs—not for speculation, but for investment. Investment officers
consider the probable safety of capital as well as probable income from an investment decision.

When determining if an investment officer exercised prudence in an investment decision, reviewers consider the investment of all funds rather than a single investment and whether the investment decision was consistent with this investment policy.

**III.C.2.6. Credit Rating Downgrades**

At least quarterly, investment officers obtain from a reliable source the current credit rating for each College investment for which the Act requires a minimum rating. Investment officers meet to discuss any investment which has been downgraded or placed on credit-watch to evaluate and take any necessary and prudent measures to assure the safety of College funds. As quickly as prudently possible, the College liquidates any investment that becomes unauthorized or loses its required credit rating.

**III.C.2.7. Authority and Delegation**

The Act authorizes the College to manage College investments and to delegate such management.

**III.C.2.8. Investment Officers**

The Board designates the College’s investment officers and delegates to them responsibility to manage the College’s investment program under the Chancellor’s supervision. The Board retains ultimate fiduciary responsibility for College investments.

Investment officers are responsible for all investment transactions, and they establish and maintain controls to regulate subordinates’ activities. No person may engage in an investment transaction for the College except as set forth in this policy and relevant Chancellor’s procedures. Investment officers acting in good faith under relevant policies and procedures are not personally liable for investment results.

Investment officers report to the Board quarterly on investment results and annually on counterparties. No later than the 180th day after the 1st day of each regular session of the Texas Legislature, investment officers prepare and deliver a report to the Board on the Act.

**III.C.2.9. Investment Training**

The College provides access to periodic investment training for trustees, investment officers, and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in compliance with the Act.

Within six months after taking office or assuming duties, trustees and investment officers must acquire at least the minimum investment training required by the Texas Higher Education Coordinating Board. Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.
In addition, the College’s Chief Financial Officer’s staff directly involved with day-to-day investment operations will attend training about the Act not less than once each state fiscal biennium. Investment officers also complete at least the minimum required hours of training not less than once each state fiscal biennium. An independent source approved by the Board provides all such training. The following are Board-approved training providers:

1. American Institute of Certified Public Accountants
2. Arbitrage Compliance Group
3. Association of Governmental Accountants
4. City Managers’ Association
5. Council of Governments
6. Government Finance Officers’ Association
7. Government Finance Officers’ Association of Texas
8. Government Treasurers’ Organization of Texas
9. Texas Association of Community College Business Officers
10. Texas Higher Education Coordinating Board
11. Texas Municipal League
12. Texas Society of Certified Public Accountants
13. Texas State Board of Public Accountancy
14. The PFM Group
15. University of North Texas Center for Public Management

III.C.2.10. Ethics and Disclosure of Conflicts of Interest
Investment officers and other College employees involved in the investment process refrain from personal business activity that could (1) conflict with properly executing the investment program or (2) impair their ability to make impartial investment decisions. Investment officers disclose potential conflicts of interest annually and as conditions change. Investment officers file a disclosure statement with the Texas Ethics Commission and the Board if:

(a) The investment officer has a personal business relationship with a business organization offering to engage in an investment transaction with the College; or

(b) The investment officer is related within the second degree by affinity or consanguinity, as determined under Texas Government Code Chapter 573, to an individual seeking to transact investment business with the College.

III.C.2.11. Investment Providers
Investment officers obtain and maintain information on all financial institutions and brokers/dealers authorized to engage in investment transactions with the College, including the following information, as applicable:

(a) Audited annual financial statements;
(b) Proof of Financial Industry Regulatory Authority membership and CRD number;

(c) Proof of registration with the Texas State Securities Board; and

(d) Completed College questionnaire.

All investment providers (including but not limited to financial institutions, broker/dealers, investment pools, mutual funds, and investment advisors) must certify in writing that the entity’s authorized representative has received and thoroughly reviewed the College’s current investment policy and that the entity has reasonable procedures and controls to preclude transactions conducted with the College not authorized by its investment policy except to the extent that authorization depends on analyzing the College’s entire portfolio or requires interpretation of subjective investment standards. Whenever the Board adopts material changes to the College’s investment policy, investment providers must re-certify their adherence to this policy.

The Board annually adopts a list of qualified brokers/dealers authorized to engage in investment transactions with the College. The Board considers service, market involvement, and creditworthiness when selecting brokers/dealers to provide brokerage services. Selected firms may include primary dealers and regional dealers qualifying under the SEC’s uniform net capital rule.

Each year, investment officers review and evaluate firms authorized to enter into investment transactions with the College. Their review and evaluation may include the following criteria:

(a) Number of transactions competitively won/attempts;

(b) Prompt and accurate confirmation of transactions;

(c) Efficiency of transaction settlement;

(d) Accuracy of market information; and

(e) Account servicing.

After their review and evaluation, investment officers recommend to the Board a list of firms to authorize to enter into investment transactions with the College for the following year.

III.C.2.13. Authorized and Unauthorized Investments
The College may invest in any investment authorized by Texas Government Code Chapter 2256 or its successor statute.

The College may not invest in the following:
(a) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no interest.

(b) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and pays no interest.

(c) Collateralized mortgage obligations with a stated final maturity greater than 10 years.

(d) Collateralized mortgage obligations with an interest rate determined by an index that adjusts opposite to the changes in a market index.

III.C.2.14. Securities Held by Custodians
All securities owned by the College are held by independent third party custodians approved by the College. The delivery shall be made under normal and recognized practices in the securities and banking industries, including the book entry procedure of the Federal Reserve Bank.

III.C.2.15. Delivery versus Payment
Except for investment pool funds and mutual funds, the College settles all security transactions on a delivery versus payment basis.

III.C.2.16. Competition
College investment activities occur in a competitive environment. Competitive elements include, but are not limited to, analyzing strategies, reviewing investment alternatives, monitoring market conditions, requesting solicitations from multiple investment providers, adhering to applicable “bona fide solicitation” rules, and overall performance evaluations.

The College may compare and evaluate, but does not require formal bidding, before investing in financial institution deposits, money market mutual funds, or local government investment pools. Bids or offers may be solicited orally, in writing, or electronically for securities and certificates of deposit. The College maintains records of all prices and levels bid, offered, or accepted.

III.C.2.17. Diversification
The College recognizes investment risks from issuer defaults, market price changes, or complications leading to temporary illiquidity. The College manages market risks by diversifying its portfolio within the following general guidelines:

(a) Avoid over-concentration in investments from a specific issuer or business sector;

(b) Limit investments with higher credit risk (such as commercial paper);

(c) Invest in instruments with varying maturities to meet the College’s cash flow projections;
(d) Continuously invest part of the portfolio in readily available funds (such as local government investment pools, financial institution deposits, money market funds, or overnight repurchase agreements) to maintain sufficient liquidity for ongoing obligations.

(e) Adhere to the following maximum limits (at time of purchase) by instrument for the College’s total portfolio:

1. US Treasury Obligations ................................................................. 90%
2. US Agencies and Instrumentalities .............................................. 90%
3. Certificates of Deposit ................................................................. 90%
4. Repurchase Agreements (excluding bond proceeds) .................. 50%
5. Flexible Repurchase Agreements (bond proceeds) ................. 100%
6. Investment Pools ................................................................. 100%
7. Municipal Securities ................................................................. 30%
8. Commercial Paper ................................................................. 25%
9. Commercial Paper by issuer ..................................................... 5%

III.C.2.18. Hedging Transactions
As permitted by state law, the College may enter into hedging transactions related to commodities the College uses in its general operations or related to certain capital projects or other eligible projects. All hedging transactions must fully comply with all relevant state and federal laws, including Texas Government Code Chapter 2256 or its successor statute, the regulations of the federal Commodity Futures Trading Commission, and SEC regulations. Amounts the College receives under hedging transactions may be credited against expenses associated with a commodity purchase, and amounts the College pays under hedging transactions may be considered a maintenance and operations expense, an acquisition expense, a construction expense, or a project cost.

III.C.2.19. Internal Controls
Internal controls provide reasonable assurance that College funds are protected from loss, theft, or misuse. The concept of reasonable assurance recognizes that a control’s cost should not significantly exceed the benefits likely to be derived therefrom and that valuing costs and benefits requires estimates and judgments by management.

Internal controls for cash management and investment address at least the following points:

(a) Complete documentation of all transactions;

(b) Collusion control;

(c) Accounting and recordkeeping separation;

(d) Custodial safekeeping;
(e) Clear delegation of authority to subordinate staff members;

(f) Written confirmation for all transactions;

(g) Timely reconciliation of transactions; and

(h) Assurance of “delivery versus payment” settlement and competitive bidding.

III.C.2.20. Compliance Audit
At least once every two years, an external auditor in cooperation with, but independent of, the Chief Financial Officer reviews the College’s investment practices for compliance with College policies and procedures. The Chief Financial Officer coordinates this independent review in cooperation with the College’s Internal Auditor. Not later than January 1 of each even-numbered year, the College reports the most recent audit’s results to the Texas State Auditor’s Office.

III.C.2.21. Quarterly Reporting
Each quarter, investment officers prepare, sign, and present to the Chancellor and to the Board an investment report for the most recent quarter summarizing investment strategies employed and detailing the portfolio’s investment and earnings.

Each quarterly investment report includes a summary statement of investment activity. Quarterly reports allow the reader to ascertain whether investment activities during the reporting period adhered to the College’s investment policy. Each report includes at least the following:

(a) A detailed listing of individual investments by maturity date at the reporting period’s end;

(b) A portfolio summary by market sectors and maturities;

(c) The beginning and ending book and market values of each security and position by asset type and fund type invested;

(d) Unrealized market gains or losses at the reporting period’s end;

(e) The account, fund, or pooled group fund for which each individual investment was acquired;

(f) The portfolio’s average weighted yield to maturity as compared to its benchmark;

(g) Net accrued investment earnings for the reporting period;

(h) Diversification by market sectors; and
(i) A statement of compliance with the Act and the College’s investment policy and strategy as approved by the Board.

III.C.2.22. Market Values in Quarterly Reports
Market values used in quarterly reports are obtained from reputable and independent sources, which may include financial/investment publications and electronic media, investment tracking software, depository banks, commercial or investment banks, financial advisors, and representatives or advisors of investment pools or money market funds.

III.C.2.23. Annual Reporting
As required by the Texas State Auditor’s Office in accordance with the 82nd Texas Legislature’s General Appropriations Act, Article III, Rider 5–Investment Reports, the College files with the State Auditor, Comptroller of Public Accounts, Legislative Budget Board, and the Governor an annual report of all investment transactions involving endowment funds, short-term and long-term investment funds, and all other securities transactions, in a method prescribed by the State Auditor’s Office. The public may inspect copies of these reports, and the annual investment report is posted on the College’s website by December 31 of each year.
| **Request:** | Consideration and Approval of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section I.G.1.7. Trustee Misconduct |
| **Chancellor’s Recommendation:** | That the Board of Trustees consider and approve revisions to the College’s Board Policy Manual Section I.G.1.7. Trustee Misconduct, which adds Trustee misconduct standards. |
| **Rationale:** | The Board Policy Manual discussed Trustee misconduct but did not establish a process for resolving misconduct allegations. This addition to the Board Policy Manual therefore establishes a process that allows members of the public to report possible misconduct and sets parameters for resolving such reports. |
| **Fiscal Impact:** | None. |
| **Staff Resource:** | Mario K. Castillo 832-813-6655 |
SECTION I – GOVERNANCE

****

I.G. TRUSTEE STANDARDS

****

I.G.1.7. Trustee Misconduct
The Board has an interest in addressing Trustee Ethical Misconduct. Trustees have a duty to report Ethical Misconduct. The Board may investigate Ethical Misconduct reports and issue sanctions in accordance with the law. Ethical Misconduct means violating (1) Section I.G.1.03. Ethical Standards, (2) I.G.1.04. Conflict-of-Interest Abstention, (3) I.G.1.05. Disclosure Statements, (4) I.G.1.06. Prohibited Actions, or (5) engaging in Official Misconduct (defined in Section I.G).

Any person or Trustee may file a written Ethical Misconduct report with the Board Chair or the Board Vice-Chair if the report regards the Board Chair. The report recipient must advise the Board that an Ethical Misconduct report was received. The recipient may request an investigation of the Ethical Misconduct report upon a majority vote of the Board. An Independent Third Party will conduct the investigation. Independent Third Party in this section means any person appointed by the Board to conduct this investigation. The Independent Third Party will prepare investigative findings for the Board’s review.

The Board may find that Ethical Misconduct has occurred by majority vote. Upon such finding, the Board may sanction the Trustee found to have engaged in Ethical Misconduct. Sanctions may include, but are not limited to, (1) removing the trustee from serving in any committee, (2) limiting travel and fee reimbursement, (3) censuring the Trustee, or (4) any other sanction or action allowed by law.
Policy Report and Consideration No. 3  (ACTION ITEM 2)  Board Meeting 2-1-18

Request:  Consideration and Approval of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV.F.8. Change in Contract Status

Chancellor’s Recommendation:  That the Board of Trustees consider and approve revisions to the College’s Board Policy Manual Section IV.F.8. Change in Contract Status, which revises the appeal process as regards the Board of Trustees.

Rationale:  This revision to Section IV.F.8. Change in Contract Status revises the appeal process as regards the Board of Trustees. It also clarifies that employees and or the administration may be represented during the appeal process, including by legal counsel, provided that the selected representative does not claim the right to strike.

Fiscal Impact:  None.

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

IV.F.8.1. Policy
The College has various types of employment contracts with many of its employees. The policy below addresses the modification, extension, and non-renewal of employment contracts in a fair manner that complies with local, state, and federal law.

IV.F.8.2. Definitions
(a) **Change in Contract Status**: A change in contract status occurs when a President, Vice Chancellor, or Chief Area Officer reporting directly to the Chancellor, recommends to the Chancellor a change in a subordinate’s employment contract status. It can also occur when the Chancellor recommends to the Board a change in a direct-report’s employment contract status. Change in contract status can take one of three forms:

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

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

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

(b) **Notice**: Notice of intention to effectuate a change in contract status as defined in the section above shall be given by the Chancellor to a full-time faculty member on or before March 1st preceding the end of the contract term fixed in the current contract—provided the faculty member was employed before March 1st. All other contractual employees may receive this notice as late as May 30. Not receiving this Notice does not create a property interest or an expectation of continued employment beyond the term of the employee’s current contract. This process is not valid in the event that the Board of Trustees takes action for a Reduction in Force.

IV.F.8.3. Appealing a Contractual Change of Status Recommendation
The appeal of a Notice depends on the employee’s position at the time the contractual employee received the Notice. Employees and or the administration may be represented during the appeal process, including by legal counsel, provided that the selected representative does not claim the right to strike. The selected representative may, however, actively advocate on the person’s behalf during any appeal proceeding. The employee shall bear his or her own costs of any such representation.

(a) **Vice Chancellor, President, or Chief Area Officers Reporting Directly to the Chancellor**.
An employee who has received notice of a proposed change of status will have up to 20 working days to appeal a contractual change of status recommendation made by the
Chancellor to the Board of Trustees. The request for an appeal presentation must be made to the Board Liaison.

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

(b) All Other Contractual Employees.
From the date of receipt of the Notice the affected employee will have up to 20 working days to appeal a contractual change of status recommendation to the Office of the Chancellor.

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

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

The Chancellor will notify the affected employee no later than 15 working days following receipt of the appeal of the Notice. The Chancellor will forward to the Board of Trustees all accepted recommendations.

The process permitted by this policy constitutes a grievance for purposes of Texas Education Code Section 51.960.
**Policy Report and Consideration No. 4**  
* (ACTION ITEM 3)  
* Board Meeting 2-1-18

<table>
<thead>
<tr>
<th><strong>Request:</strong></th>
<th>Consideration and Approval of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV.F.10. Employee Grievance and Review Process</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chancellor’s Recommendation:</strong></td>
<td>That the Board of Trustees consider and approve revisions to the College’s Board Policy Manual Section IV.F.10. Employee Grievance and Review Process, which revises the appeal process as regards the Board of Trustees.</td>
</tr>
<tr>
<td><strong>Rationale:</strong></td>
<td>This revision to Section IV.F.10. Employee Grievance and Review Process revises the appeal process as regards the Board of Trustees. It also clarifies that employees may use the Citizen Participation policy to address the Board of Trustees.</td>
</tr>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>None.</td>
</tr>
</tbody>
</table>
| **Staff Resource:** | Mario K. Castillo  
| | 832-813-6655 |
IV.F.10. Employee Grievance and Review Process

IV.F.10.01 Policy
This policy establishes a fair and uniform process for resolving employee grievances that exceeds state and federal laws. Employees who use this process may do so without facing discrimination or retaliation. This policy nurtures an employee culture that values and respects all employees by encouraging early collaboration and resolution of employee concerns.

IV.F.10.02 Definitions
(a) Grievant. Grievant means the employee who initiates the procedures set forth in this policy.

(b) Working Days. Working days means the College’s business days. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”

IV.F.10.03. Who May Bring A Grievance
Individual employees may submit grievances on behalf of themselves or multiple affected employees as an associational grievance.

IV.F.10.04 Serial Grievances
A grievant may not submit separate or serial grievances regarding the same issue. This includes grievances brought under another policy or procedure.

IV.F.10.05 Exclusions
The following concerns are not subject to this grievance policy and are addressed in other policies:

(a) Termination of contractual employees. See Policy IV.F.10.13.

(b) Change in contract status. See Policy IV.F.8.03.

(c) Employee performance evaluations—before exhaustion of the procedure set out in Policy IV.F.7.09. Applicable time limits set forth in this grievance policy begin to run on the date that Policy IV.F.7.09 is exhausted.

(d) Allegations of discrimination, harassment, and retaliation, except for allegations of retaliation for filing or participating in a non-discrimination or harassment grievance. That procedure is in Section IV.F. of this policy manual. An employee disciplined following an investigation may use this policy to challenge the disciplinary action.

(e) Reduction in Force Terminations. See Policy IV.F.12.01.
(f) Challenges to ownership of intellectual property before exhaustion of the procedure set out in Policy IV.D.9.05. The time limits set forth in IV.F.10.09 begin on the date the procedure set out in Policy IV.D.9.05 has been exhausted.

IV.F.10.06 Citizen Participation
An employee may discuss a grievance during the Citizen Participation portion of a Board meeting in accordance with Board Policy I.E.1.4.3.

IV.F.10.07 Right to Representation
At all informal or formal grievance or appeal levels, the grievant and/or the administration may be represented, including by legal counsel, provided that the selected representative does not claim the right to strike. The College will not pay any fees or expenses for the grievant’s representation. The grievance and appeal conferences held at all levels of the grievance process are informal conferences and no cross-examination of any person who attends the conference is allowed. The College’s administrator handling the conference may ask questions to get information to help in reaching a decision. The grievant’s representative may assist the grievant.

IV.F.10.08 Informal Resolution
The Board encourages employees to discuss their concerns, complaints, and grievances through informal conferences with their supervisor or other appropriate administrator. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level. An employee or group of employees who has a concern or grievance shall participate in an alternative dispute resolution process in an attempt to resolve the concern prior to presenting a formal grievance. Employees will be provided information on the alternative dispute resolution processes available. If the concern is not resolved by participating in such an informal resolution process, the employee can use the formal grievance process described below.

IV.F.10.09 Presentation of Formal Grievance
An employee who has a concern that has not been resolved through participation in the informal resolution process may file a formal grievance. Campus employees must file their grievance with their supervisory campus vice president. System Office employees must file their grievance with their respective associate vice chancellor or chief area officer. For assistance in determining to whom a formal grievance must be presented, a copy of the College’s current organizational chart can be found at http://org.lonestar.edu/orgchart/LSCS-Internal030115.htm.

The initial grievance must be filed with the grievant’s respective supervisor identified in the prior paragraph within 15 working days from the event, occurrence, or conclusion of the informal resolution process, whichever is later. Only in extraordinary circumstances will the respective supervisor consider exceptions to the 15 working day limit. The grievance must be made in writing and must include all supporting documentation the grievant wants considered.
The grievant will be allowed to submit additional information in response to any information collected and relied upon by the vice president or associate vice chancellor/chief area officer. The Chancellor will be notified when a formal grievance has been filed.

The vice president or associate vice chancellor/chief area officer must confirm in writing receipt of the grievance within three working days. A grievance conference must be held within ten working days of receipt of the grievance. A decision must be rendered by the vice president or associate vice chancellor/chief area officer within five working days after the grievance conference. The written decision shall set forth the basis of the decision and any additional information or documents obtained after the grievance conference. In reaching a decision, the vice president or associate vice chancellor/chief area officer may consider the information presented at the grievance conference, and any other relevant documents or information he/she believes will help resolve the complaint.

The timelines set out above may be extended by mutual consent of the parties.

IV.F.10.10 First Level Appeal
In the event that the grievance has not been resolved or the timeframe has elapsed without the grievance being addressed or a decision rendered, the grievant may present the grievance to the college president or, for System office grievants, their vice chancellor in the form of a written appeal. A written appeal must be presented within ten (10) working days from receipt of the vice president or associate vice chancellor/chief area officer’s decision. It is the responsibility of the grievant to initiate the appeal and to provide to the president or vice chancellor all documentation, including any correspondence about the grievance with the vice president or associate vice chancellor/chief area officer, and the vice president or associate vice chancellor/chief area officer’s decision. The employee may submit additional information in response to any information collected and relied upon by the vice president or associate vice chancellor/chief area officer.

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

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

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

IV.F.10.11 Second Level Appeal
In the event that the grievance has not been resolved or the timeframe has elapsed without the grievance being addressed or a decision rendered, the grievant may present the grievance to the Chancellor in the form of a written appeal. A written appeal must be presented within ten (10) working days from receipt of the president/vice chancellor’s decision. It is the responsibility of the grievant to initiate the appeal and to provide all documentation, including any correspondence with the president or vice-chancellor and the president or vice chancellor’s decision to the Chancellor or his/her designee. The grievant may submit additional information in response to any information collected and relied upon by the president or vice chancellor.

The Chancellor, or his/her designee, must confirm receipt of the grievance within three (3) working days. A Second Level Appeal conference must be held within ten (10) working days of receipt of the grievance. A decision must be rendered by the Chancellor, or his/her designee, within five (5) working days of the Second Level Appeal conference. The written decision shall set forth the basis of the decision, and any additional information or documentation obtained after the Second Level Appeal conference. In reaching a decision, the Chancellor, or his/her designee, may consider the information presented at the Second Level Appeal conference, and any other relevant documents or information the Chancellor or designee believes will help resolve the grievance. The grievant shall be given three (3) days to respond to any documents or information considered by the Chancellor or his or her designee not previously provided to the grievant. If the Chancellor chooses a designee to consider the grievance, the designee may not be a supervisor of the grievant and may not have been involved in the grievance prior to designation by the Chancellor. The Chancellor’s decision is final.

The timelines set out above may be extended by mutual written consent of the parties.
Policy Report and Consideration No. 5  (ACTION ITEM 4)  Board Meeting 2-1-18

Request: Consideration and Approval of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV.F.10.13. Contractual Termination Notice and Appeal

Chancellor’s Recommendation: That the Board of Trustees consider and approve revisions to the College’s Board Policy Manual Section IV.F.10.13. Contractual Termination Notice and Appeal, which revises the appeal process as regards the Board of Trustees.

Rationale: This revision to Section IV.F.10.13. Contractual Termination Notice and Appeal revises the appeal process as regards the Board of Trustees. It also clarifies that employees and or the administration may be represented during the appeal process, including by legal counsel, provided that the selected representative does not claim the right to strike.

Fiscal Impact: None.

Staff Resource: Mario K. Castillo 832-813-6655
IV.F.10.13. Contractual Termination Notice and Appeal

An employment contract with the College creates a property interest in the position solely for the contract’s period of time. A contractual employee recommended for termination during a contract term is entitled to a pre-termination notice and pre-termination appeal under this policy. If during the process, however, an employee’s contract expires, the employee loses their property interest and this process ceases immediately. This process applies only to employees with signed and unexpired employment contracts.

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

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

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

(b) Pre-termination Appeal: That contractual employee has the right to request a hearing once his or her supervisor delivers a written Notice of Recommended Termination. That contractual employee must file a written request with the Chancellor within 15 working days after receiving that Notice of Recommended Termination. The written request for an appeal must specify whether the employee elects a representative. A contractual employee may elect to use legal representation during a pre-termination proceeding in the notice phase or in the appeal phase. The contractual employee is responsible for the costs of such representation.
1. **Appeal**: The contractual employee will have an opportunity to present evidence before the Chancellor alleging the termination is without cause, and/or would violate state or federal law. The Board of Trustees will hear any appeal from a President, Vice Chancellor, or Chief Area Officer reporting directly to the Chancellor. Every reference to “the Chancellor” below, as it relates to a President, Vice Chancellor, or Chief Area Officer reporting directly to the Chancellor should be interpreted to mean “the Board of Trustees” when the contractual employee being recommended for termination is a President, Vice Chancellor, or Chief Area Officer reporting directly to the Chancellor at the time of the Chancellor’s recommended termination. Likewise, every reference to the President, Vice Chancellor, or Chief Area Officer reporting directly to the Chancellor below should be interpreted to mean the Chancellor when the subject contractual employee is a President, Vice Chancellor or Chief Area Officer reporting directly to the Chancellor.

2. **Hearing Date**: A hearing shall take place within thirty (30) working days after the employee files a written request for such hearing with the Chancellor.

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

4. **Time Allocation**: Both the employee and the employee’s President, Vice Chancellor, or Chief Area Officer reporting to the Chancellor, recommending the termination will each have no more than thirty (30) minutes to present to the Chancellor. During the 30 minutes, the employee and the recommending supervisor may present their respective positions regarding the termination recommendation, including presentation of witnesses. This process does not provide for any cross-examination of the witnesses, or questioning of the employee and/or employee’s supervisor, or designee, from the other party or his or her representatives. The Chancellor will have thirty (30) minutes in which to question the parties present at the hearing, including witnesses.
5. **Decision**: The Chancellor will make a decision within fifteen (15) working days of the hearing. The decision of the Chancellor shall be final.

6. **Representation**: Employees and or the administration may be represented during the appeal process, including by legal counsel, provided that the selected representative does not claim the right to strike. The selected representative may, however, actively advocate on the person’s behalf during any appeal proceeding. The employee shall bear his or her own costs of any such representation.

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

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

9. **Modification**: The Chancellor and his or her designee may modify the pre-termination hearing procedures upon written notice to the requesting employee and prior to the Hearing Date.
Policy Report and Consideration No. 6  (ACTION ITEM 5)  Board Meeting 2-1-18

Request: Consideration and Approval of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV. Human Resources

Chancellor’s Recommendation: That the Board of Trustees consider and approve revisions to the College’s Board Policy Manual Section IV. Human Resources, which revise, clarify, and update employment policies.

Rationale: 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.

Fiscal Impact: None.

Staff Resource: Mario K. Castillo  832-813-6655
IV.A. HIRING

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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 all 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 does not count towards eligibility for a multiyear contract or faculty status.

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 full 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 years of teaching experience at the college or university level. Associate Professor means a new faculty member who has three or more full-time 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
The College may employ post-retirement employees under certain circumstances consistent with applicable Teacher Retirement System of Texas or any other applicable law.

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.
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. 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 any other ERS-determined benefit. 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 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.

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(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 may be eligible for workers’ compensation benefits.

(i) Faculty Leave Banking
Full-time faculty may convert compensation earned through extra service assignments into a future leave pool. This program allows eligible employees who have earned the equivalent of a full-semester of banked leave plus an additional service assignment 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

3 Tex. Lab. Code 504.011
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 worked. 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>
<tr>
<td>11+ years</td>
<td>20 days (160 hours)</td>
<td>13.34 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) **TIAA**

TIAA is a defined contribution plan. College employees not TRS or ORP eligible must participate in TIAA.

(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 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, 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, 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

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.

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4 28 CFR 35.134
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 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

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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)
9 38 U.S.C. 4311(a)
10 38 U.S.C. 4311(b)
11 38 U.S.C. 4303(16)
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 the veteran is not qualified to perform the duties of his or her previous position because of a disability sustained during military service, but is qualified to perform the duties of another position with the College, then 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.

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.

5. Treat others with dignity and respect.

(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
LONE STAR COLLEGE SYSTEM DISTRICT
BOARD POLICY MANUAL
Fourth Edition

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.

(e) 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. 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 Employee Retirement System of Texas 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.

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**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 Approval of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV.E.1.1. Prohibited Unlawful Discrimination and Harassment |
| Chancellor’s Recommendation: | That the Board of Trustees consider and approve revisions to the College’s Board Policy Manual Section IV.E.1.1. Prohibited Unlawful Discrimination and Harassment, which revise, clarify, and update the College’s policy regarding unlawful discrimination. |
| Rationale: | This specific policy section came before the Board as a First Reading on November 2, 2017. That version did not include gender identity and gender expression. This second reading version includes these two protected statuses, which would align the employment non-discrimination policy with the student non-discrimination policy. |
| Fiscal Impact: | None. |
| Staff Resource: | Mario K. Castillo 832-813-6655 |
SECTION IV – HUMAN RESOURCES

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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, gender identity, gender expression, religion, ethnic or national origin, genetic information, disability, veteran status, or any other protected status.

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

Chancellor’s Recommendation: That the Board of Trustees consider and approve 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.
Request: Consideration of a Resolution to Adopt Name for Proposed Seventh College

Chancellor’s Recommendation: That the Board of Trustees adopt a resolution to name the proposed seventh college Lone Star College-Houston North.

Rationale: Lone Star College proposes to combine LSC-Victory Center, LSC-Greenspoint Center, LSC-Fairbanks Center and the yet to be opened LSC-East Aldine Center into a new college to be named LSC-Houston North.

Since the Texas Higher Education Coordinating Board (THECB) requires that the college report enrollment numbers and other data by individual college, the LSCS Board of Trustees must take action by resolution to add the college name. This resolution will be submitted to the THECB in accordance with Texas Education Code 130.082.

Fiscal Impact: None.

Resource: Steve Head 832-813-6515
RESOLUTION
LONE STAR COLLEGE SYSTEM
BOARD OF TRUSTEES

WHEREAS: Lone Star College is committed to student access, equity and student success; and

WHEREAS: Lone Star College wishes to combine the Victory, Greenspoint, Fairbanks and soon to be East Aldine Centers; and

WHEREAS: As the Texas Higher Education Coordinating Board (THECB) requires that the college report enrollment numbers and other data by individual college, the LSCS Board of Trustees must take action by resolution to add the college name.

THEREFORE BE IT RESOLVED:

That the Board of Trustees does hereby approve and authorize that Lone Star College’s seventh college shall be named Lone Star College–Houston North.

ADOPTED this 1st day of February, 2018

Alton Smith
Chair

Linda S. Good

Kyle Scott
Vice Chair

David Holsey

Ken E. Lloyd
Secretary

Art Murillo

Myriam Saldivar
Assistant Secretary

Ron Trowbridge

David Vogt
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 Texas A&M Engineering Extension Service (“TEEX”) to Provide Training Under Texas Workforce Commission (“TWC”) Skills Development Fund Grant Providing Training for Employees of Goodman Manufacturing Company, Limited Partners (LP), Shield Air Solutions, Inc., and Quiet Flex Manufacturing Company, Limited Partners (LP)

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 Texas A&M Engineering Extension Service, 200 Technology Way College Station, TX 77845, for the Texas Workforce Commission Skills Development Fund Grant Training for Goodman Manufacturing Company, LP, Shield Air Solutions, Inc., and QuietFlex Manufacturing Company, LP in a sum not exceeding $225,000. The term of the agreement will be from the execution date through January 31, 2020.

Rationale: TWC pending grant funds for Goodman Manufacturing Company, LP, Shield Air Solutions, Inc., and QuietFlex Manufacturing Company, LP, will provide for the tuition cost of employees participating in preapproved training opportunities. Included in the TWC Skills Development Grant Contract funds pending allocation by TWC is training that will be provided by TEEX for Goodman Manufacturing Company, LP, Shield Air Solutions, Inc., and QuietFlex Manufacturing Company, LP employees.

Fiscal Impact: Direct costs of approximately $225,000 are included in the FY 2018 and will be included in proposed FY 2019 operating budgets for LSC-Corporate College and will be reimbursed by TWC per student per course.

Staff Resource: Mario K. Castillo 832-813-6655
Jennifer Mott-Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Interlocal Cooperative Agreement on Behalf of Lone Star College (the “College”) with the City of Houston on Behalf of the Houston Fire Department to Provide Emergency Medical Training (“EMT”) & Paramedic Training Under Agreement No. CC 2012.1014.7365 at the College Facilities for Houston Fire Department Employees

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute an Interlocal Cooperative Agreement on behalf of the City of Houston located at 901 Bagby, Houston, TX 77002, on behalf of the Houston Fire Department in a sum not exceeding $250,000 per individual scope of work. The agreement term will be from the execution date through March 1, 2019, with two one-year renewal options.

Rationale: The College has provided EMT/Paramedic skill training and certifications to the Houston Fire Department for five years. Included in the training proposal are Emergency Medical Services (Paramedic EMS training services) and Emergency Medical Technician Training (EMT Training) to Houston Fire Department employees for college credit. Training will be conducted at Lone Star College-North Harris (“LSC-North Harris”) and Lone Star College-CyFair (“LSC-CyFair”).

Fiscal Impact: Costs of approximately $250,000 are included in the FY 2018 LSC-Corporate College operating budget. City of Houston will reimburse LSC-Corporate College based upon number of employees taught in the EMT/Paramedic program training classes at the College facilities.

Resource: Mario K. Castillo 832-813-6655
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Various Easements or Agreements with Metropolitan Transit Authority of Harris County (“METRO”) and ISI Contracting (“ISI”) for Construction and Related Services at Lone Star College-North Harris (“LSC-North Harris”)

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute easements or agreements on behalf of the College for construction and related services at LSC-North Harris related to METRO transit services.

Rationale: METRO proposes an update to the bus stop currently located in the circle drive in front of the library that would allow improved campus ingress and egress for bus passengers. ISI is the contractor performing construction and related services on behalf of METRO. METRO and its contractor ISI will need to access LSC-North Harris property in order to perform services and various easements or agreements granting access by LSC-North Harris may be required.

Fiscal Impact: None.

Staff Resource: Gerald Napoles 281-618-5444
Jennifer Mott-Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Various Easements or Agreements with West Harris County Regional Water Authority for Construction and Related Services at Lone Star College-CyFair (“LSC-CyFair”)

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute various easements or agreements on behalf of the College with West Harris County Regional Water Authority (“Authority”) for construction and related services at LSC-CyFair.

Rationale: The Authority propose to install an Automatic Meter Reading (“AMR”) system in groundwater supply wells owned by LSC-CyFair, under permit by the Authority. Installation of the AMR system furthers the Authority’s Groundwater Reduction Plan (“GRP”) which aims to ultimately implement automated meter reading capability that allows the Authority to balance both surface water and ground water usage in comprising total water demand percentages over the next several years. The AMR system will improve the Authority’s reporting accuracy of this information to the Harris-Galveston Subsidence District (“HGSD”) as required by new HGSD rules. LSC-CyFair may be assessed certain fees for reporting not in compliance with the HGSD rules. The Authority will pay all costs for the system, including installation costs.

The Authority will require access to LSC-CyFair property in order to perform this service and various easements or agreements granting access by LSC-CyFair may be required.

Fiscal Impact: None.

Staff Resource: Seelpa Keshvala 281-290-3940
Jennifer Mott-Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contract on Behalf of Lone Star College (the “College”) for Additional Construction Services for Lone Star College-Tomball (“LSC-Tomball”) Center for Leadership, Academic, and Student Success (“CLASS”)

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to execute a contract amendment on behalf of the College with The Sithe Group, LLC d/b/a TSG Industries, 2626 South Loop West, Suite 630, Houston, TX 77054 for additional construction services for LSC-Tomball CLASS in a sum not exceeding $25,000.

Rationale: At the October 5, 2017 meeting, the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract with The Sithe Group, LLC to purchase construction services for a sum not exceeding $128,000. The contract award was made in compliance with Texas Education Code §44.031 (a)(4) which allows the use of inter-local contracts. The College made this purchase through Choice Partners Contract #15/041JN-15. A market analysis was conducted to determine best value.

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

<table>
<thead>
<tr>
<th>The Sithe Group, LLC, d/b/a TSG Industries Contract Summary</th>
<th>Board Approval</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original</td>
<td>10/5/2017</td>
<td>Contract for construction services for the Phase I build out of the Center for Leadership, Academic, and Student Success program.</td>
<td>$128,000</td>
</tr>
<tr>
<td>Proposed Amendment</td>
<td>2/1/2018</td>
<td>Contract for construction services for the Phase II build out of the Center for Leadership, Academic, and Student Success program.</td>
<td>$25,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$153,000</td>
</tr>
</tbody>
</table>

The increase in cost is needed for the addition of study rooms and ancillary space in support of the goals and objectives of the Title V grant.
**Fiscal Impact:** Funds for this purchase are available from the Hispanic-serving Institutions Program (CLASS) Title V Grant.

**Staff Resource:**

Lee Ann Nutt  
Jennifer Mott-Olenick  

281-351-3378  
832-813-6512
Financial Report and Consideration No. 6  (ACTION ITEM 14)  Board Meeting 2-1-18

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 Lease and Install Modular Classrooms for Lone Star College-Kingwood (“LSC-Kingwood”)

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 Mobile Modular, 4445 E. Sam Houston Parkway South, Pasadena, Texas 77505 to lease and install modular classrooms for LSC-Kingwood’s alternate classroom project for a turnkey sum not exceeding $226,000.

Rationale:  This project requires the placement of mobile classroom trailers on site at LSC-Kingwood campus in order to accommodate the academic programs previously housed in campus buildings affected by flooding due to Hurricane Harvey. This project is recommended in lieu of a build-out and occupancy at North Park Shopping Center that had a total projected construction build-out and lease cost of $1.267M over a twelve-month period. Additional project related costs for the modular classrooms include $100,000 to provide utilities to the temporary space, including electrical, water, sewer, data, and telephone services. This project is a temporary space solution resulting from damage incurred by Hurricane Harvey.

This purchase is in compliance with Texas Education Code §44.031 (a)(4) which allows the use of inter-local contracts. The College will purchase through BuyBoard Contract No. 463-14. The College conducted a market analysis to determine best value.

Fiscal Impact:  $226,000 for these purchases are available from Fund 35. Subsequent reimbursement of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bond funds as deemed appropriate, and operating fund cash reserves, in this order.

Staff Resource:  Jennifer Mott-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”) for Engagement of a Curriculum Development Consultant 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 ProEdit, Inc., P.O. Box 462, Cumming, GA 30028 for Mechatronics curriculum development that will meet the standards to obtain accreditation approval of the Texas Higher Education Coordinating Board (“THECB”) and the Southern Association of Colleges and Schools (“SACS”) in a sum not exceeding $115,200. The contract will begin upon contract execution and end on December 31, 2019.

Rationale: A National Science Foundation Advanced Technological Education Grant for LSC-University Park is funding expansion of the Mechatronics curriculum. As Mechatronics represents the application of multiple fields, it is necessary to build a curriculum development team that reflects the diverse knowledge required. This project will develop two courses by December 31, 2019.

In compliance with Texas Education Code §44.031(a), a Request for Proposal (“RFP”) No. 552 was publically advertised and one response was received. The proposal was evaluated based on price; qualifications and relevant higher education experience; service needs met; reputation; quality of goods and services; past performance; extend to which certified historically underutilized business (“HUB”); minority and/or veteran or woman-owned businesses are utilized; long-term cost; and value added services as well as completeness of proposal.

Fiscal Impact: Funds for this purchase are available from the approved National Science Foundation Advanced Technological Education Grant at LSC-University Park for FY 2017-2018 and FY 2018-2019.

Staff Resource: Shah Ardalan 281-290-2999
Jennifer Mott-Olenick 832-813-6512
Request: Consideration of Approval to Ratify a Contract Amendment on Behalf of Lone Star College (the “College”) for Additional Services to Purchase and Install Furnishings Related to the 2014 General Obligation Bond Construction Program for Lone Star College-University Park (“LSC-University Park”) Center for Science and Innovation

Chancellor’s Recommendation: That the Board of Trustees ratify a contract amendment on behalf of the College with Facility Interiors, Inc., 6801 Portwest Drive, Houston, Texas 77024 to purchase and install additional furnishings related to the 2014 General Obligation Bond Construction Program for LSC-University Park Center for Science and Innovation in a sum not exceeding $39,415.

Rationale: On December 1, 2016, the Board of Trustees approved the purchase of furniture from Facility Interiors, Inc. for the sum of $333,502 through a formal Request for Proposals process in compliance with the Texas Education Code §44.031. The contract amendment complies with Texas Education Code Chapter 44, Subchapter B, Section 44.031, Section 44.0311, and Section 44.312 and as directed by the Chancellor under the College Emergency condition approval section.

The majority of the furniture components had been delivered to the building before Hurricane Harvey. Rising water within the building during the storm ruined numerous furniture components. An increase is needed to address the cost of replacing those elements which sustained damage.

Fiscal Impact: $39,415 for these purchases is available from Fund 35. Subsequent reimbursements of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bond funds as deemed appropriate, and operating fund cash reserves, in this order.

Staff Resource: Jennifer Mott-Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Amend the 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 authorize the Chancellor or designee to amend the contract on behalf of the College with Kirksey Architecture, 6909 Portwest Drive, Houston, Texas 77024 for additional architectural services in a sum not exceeding $124,680 for a total revised contract sum of $1,156,399.

Rationale: The construction process for the LSC-University Park Center for Science & Innovation has been extended beyond the original completion date by delays due to issues including utilities and Hurricane Harvey restoration. This increase is necessary to cover the cost of additional professional services over the additional period of time.

On April 9, 2015, the Board of Trustees approved Kirksey Architecture to provide design services for LSC-University Park projects through a formal Request for Qualifications process in compliance with Texas Government Code §2254.004. The proposed contract extension complies with Texas Education Code Chapter 44, Subchapter B, Section 44.031, Section 44.0311, and Section 44.312 and as directed by the Chancellor under the LSC Emergency condition approval section.

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

<table>
<thead>
<tr>
<th>Kirksey Architecture Contract Summary</th>
<th>Board Approval</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original</td>
<td>4/9/2015</td>
<td>Design for the Center for Design &amp; Innovation, master planning, and other projects</td>
<td>$890,800</td>
</tr>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Amendment</td>
<td>8/4/2016</td>
<td>Additional design services for the Center for Design &amp; Innovation</td>
<td>$115,919</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Amendment</td>
<td>3/10/2017</td>
<td>Design and documentation services for the rock wall</td>
<td>$25,000</td>
</tr>
<tr>
<td>Amendment</td>
<td>Date</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------</td>
<td>------------</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>3rd</td>
<td>2/1/2018</td>
<td>Extended construction administrative services due to project delays (Utilities)</td>
<td>$119,730</td>
</tr>
<tr>
<td>4th</td>
<td>2/1/2018</td>
<td>Extended construction administrative services due to Hurricane Harvey</td>
<td>$4,950</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$1,156,399</td>
</tr>
</tbody>
</table>

**Fiscal Impact:**

$4,950 for these purchases are available from Fund 35. Subsequent reimbursements of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bond funds as deemed appropriate, and operating fund cash reserves, in this order.

$119,730 for these purchases are available from the General Obligation Bonds, Series 2015A.

**Staff Resource:**

Shah Ardalan 281-290-2999
Jennifer Mott-Olenick 832-813-6512
Financial Report and Consideration No. 10  (ACTION ITEM 18)  Board Meeting 2-1-18

Request: Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contract on Behalf of Lone Star College (the “College”) for Additional Technology Design and Consulting Services Related to the 2014 General Obligation Bond Construction Program for the Lone Star College-University Park (“LSC-University Park”) Center for Science and Innovation

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to amend the contract on behalf of the College with Techknowledge Consulting Corporation, 6575 West Loop, Bellaire, Texas 77401 for additional technology design and consulting services to include inspection and oversight for Hurricane Harvey damages at the LSC-University Park Center for Science & Innovation, in a sum not exceeding $5,800.

Rationale: At the August 6, 2015 meeting, the Board of Trustees approved the negotiation and execution of a contract for design and consulting services under the 2014 bond referendum from TechKnowledge Consulting Corporation. On September 3, 2015, the Board of Trustees approved amending the original item by adding a not-to-exceed contract sum of $2.8 million. The table below summarizes to date the history of approvals by the Board of Trustees and related contracts for this vendor.

<table>
<thead>
<tr>
<th>Item</th>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Approved</td>
<td>08/06/2015</td>
<td>Negotiate and execute contract</td>
<td>No Value</td>
</tr>
<tr>
<td>Board Approved</td>
<td>09/03/2015</td>
<td>Not-to-Exceed (“NTE”) amount</td>
<td>$2,800,000</td>
</tr>
<tr>
<td>Proposed Amendment</td>
<td>02/01/2018</td>
<td>Harvey damages- UP Science &amp; Innovation</td>
<td>$5,800</td>
</tr>
<tr>
<td>Proposed Contract Amount:</td>
<td></td>
<td></td>
<td>$2,805,800</td>
</tr>
</tbody>
</table>

Completion of delivery and installation of most of the technology-related utilities and materials occurred before Hurricane Harvey. Rising waters within the building during the storm ruined numerous technology components. The amendment will address the cost of inspection and oversight of these elements during the restoration phase.

The original contract was executed in accordance with the provisions of the Texas Education Code §44.031(1). The proposed contract extension complies with Texas Education Code Chapter 44, Subchapter B, Section 44.031, Section 44.0311, and Section 44.312 and as directed by the Chancellor under the LSC Emergency condition approval section.
Fiscal Impact: $5,800 for these purchases are available from Fund 35. Subsequent reimbursements of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bond funds as deemed appropriate, and operating fund cash reserves, in this order.

Staff Resource: Jennifer Mott-Olenick 832-813-6512
Financial Report and Consideration No. 11  (ACTION ITEM 19)  Board Meeting 2-1-18

Request: Consideration of Approval to Ratify the Emergency Contract Amendment on Behalf of Lone Star College (the “College”) with the Lone Star College-University Park (“LSC-University Park”) Construction Manager at Risk (“CMAR”) for Additional Construction Services Related to the 2014 General Obligation Bond Construction Program

Chancellor’s Recommendation: That the Board of Trustees ratify a contract amendment on behalf of the College with E.E. Reed Construction, LP. (“E.E. Reed”) 333 Commerce Green Blvd., Sugar Land, Texas 77478, for construction services related to the LSC-University Park Science and Innovation Center, in a sum not exceeding $1,110,675 for a total revised contract sum not exceeding $19,395,253.

Rationale: Flooding during Hurricane Harvey caused damage to the facility as it neared completion. This increase is necessary to cover the cost of mitigation and restoration work addressing that damage.

The original contract was executed in accordance with the provisions of the Texas Education Code §44.031(a)(1). The proposed contract extension complies with Texas Education Code Chapter 44, Subchapter B, Section 44.031, Section 44.0311, and Section 44.312 and as directed by the Chancellor under the LSC Emergency condition approval section. 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>
</tr>
</thead>
<tbody>
<tr>
<td>Original</td>
<td>3/3/2016</td>
<td>GMP-LSC-UP Center for Science &amp; Innovation</td>
<td>$15,440,000</td>
</tr>
<tr>
<td>1st Amendment</td>
<td>8/4/2016</td>
<td>GMP-Bldg. 12 &amp; 13 Entrance Canopy and Parking Project</td>
<td>$1,816,108</td>
</tr>
<tr>
<td>2nd Amendment</td>
<td>11/13/2016</td>
<td>Geology Rock Wall (Center for Science &amp; Innovation)</td>
<td>$225,000</td>
</tr>
<tr>
<td>3rd Amendment</td>
<td>9/7/2017</td>
<td>Utility delay costs and contingency correction (Center for Science &amp; Innovation)</td>
<td>$833,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Extended general conditions costs (Bldg. Exibit “V”)</td>
<td></td>
</tr>
<tr>
<td>4th Amendment</td>
<td>11/2/2017</td>
<td>12 &amp; 13 Entrance Canopy and Parking Project</td>
<td>$118,470</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------</td>
<td>---------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Proposed Amendment</td>
<td>2/1/2018</td>
<td>Mitigation and restoration after Hurricane Harvey (Center for Science &amp; Innovation)</td>
<td>$1,110,675</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$19,395,253</td>
</tr>
</tbody>
</table>

**Fiscal Impact:** $1,110,675 for this purchase is available from Fund 35. Subsequent reimbursements of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bond funds as deemed appropriate, and operating fund cash reserves, in this order.

**Staff Resource:** Jennifer Mott-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”) for Construction Services for Roof Replacement at the Lone Star College-North Harris (“LSC-North Harris”) Winship Building

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 Texas Liqua Tech Services, Inc., d/b/a Liqua Tech, 1819 Milby Street, Houston, Texas 77003, for Roof Replacement construction services at LSC-North Harris Winship Building in a sum not exceeding $1,163,000. The Chancellor recommends that the firm with the highest evaluation score be awarded the contract. If negotiations cease for any reason with Liqua Tech, the College may proceed to negotiate with next firm in the order of selection ranking with a score of not less than 70 until a contract is executed.

Rationale: The roof of the Winship Building is beyond its lifespan and due for replacement. The waterproof membrane is compromised and leaking in multiple locations, allowing moisture damage inside the building structure’s underlying insulation and causing substantial strain to the roofing system. The roof replacement protects the building’s structure, occupants, furnishings, and equipment.

In compliance with Texas Education Code §2269.055, a Competitive Sealed Proposal (“CSP”) No. 564 was publically advertised and six responses were received. The evaluation of proposals was conducted based on price; experience and reputation; quality of goods and services; extent to which certified historically underutilized businesses (“HUB”), minority and/or veteran or woman-owned businesses are utilized; safety record and safety plan; proposed personnel; financial capability; and project schedule.

Fiscal Impact: $1,163,000 for this purchase is available from the General Obligation Bonds, Series 2015A.

Staff Resource: Gerald Napoles 281-618-5444
Jennifer Mott-Olenick 832-813-6512
Financial Report and Consideration No. 13  (ACTION ITEM 21)  Board Meeting 2-1-18

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 Enter into Multi-Year Music Performance Licensing Agreements and Execute the Annual Enrollment Forms

Chancellor’s Recommendation:  That the Board of Trustees authorize the Chancellor or designee to negotiate and execute contracts on behalf of the College with the organizations listed below to enter into multi-year music licensing agreements for an estimated annual sum of $77,000 and a total estimated sum of $385,000 over the five-year term, and authorize the Chancellor or his designee to execute the annual enrollment forms.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Address</th>
<th>Estimated Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASCAP</td>
<td>One Lincoln Plaza, New York, NY 10023</td>
<td>$26,000</td>
</tr>
<tr>
<td>BMI, Inc.</td>
<td>10 Music Square East, Nashville, TN 37203</td>
<td>$26,000</td>
</tr>
<tr>
<td>SESAC, Inc.</td>
<td>55 Music Square East, Nashville, TN 37203</td>
<td>$9,000</td>
</tr>
<tr>
<td>Global Music Rights, LLC</td>
<td>1100 Glendon Ave. #2000, Los Angeles, CA 90025</td>
<td>$16,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$77,000</strong></td>
</tr>
</tbody>
</table>

Rationale:  The National Association of College and University Business Officers and American Council on Education negotiate license agreements for colleges and universities with four performing rights organizations, ASCAP, BMI, SESAC, and Global Music Rights. These license agreements provide the College a means of obtaining permission to perform copyrighted compositions. Securing blanket copyright clearance through these license agreements ensures that the College meets the requirements of federal copyright laws. Copyright owners join one of these organizations to represent their interests and collect royalties for the public performance of musical compositions. For comprehensive coverage, it is essential to have a license agreement with all four organizations. Each year the College is required to complete an annual enrollment form to determine the annual licensing fees. The annual licensing fees are calculated based upon fulltime student equivalency and current enrollment; the annual licensing fee for all agreements is estimated at $77,000.

Fiscal Impact:  $77,000 for these purchases is available from the FY 2018 operating fund budgets. Funds for subsequent years will be included in future proposed budgets.
Staff Resource: Alicia Harvey-Smith 832-813-6648
Jennifer Mott-Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contract on Behalf of Lone Star College (the “College”) to Purchase Additional Facilities Management Services for Lone Star College-University Park System Office (“LSC-University Park System Office”)

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to amend the contract on behalf of the College to purchase additional facilities management services with Jones Lang LaSalle, Inc. (“JLL”), 1400 Post Oak Blvd., Suite 1100, Houston, TX 77056 for a sum not exceeding $2,519,000 for a revised sum not exceeding $10,519,000 for a five-year period.

Rationale: At the November 5, 2015 meeting, the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract with JLL to purchase facilities management services for space at LSC-University Park occupied by LSC-System Office employees and non-academic lease partners through a formal Request for Proposals bid process in compliance with Texas Education Code §44.031 (a) for a sum not exceeding $8,000,000 for a five-year period.

Per the College’s agreement with JLL, section 2.2.1.6, JLL has the option to renew the contracts for janitorial services and lawn care services for an additional twelve-month term or competitively bid the services based on the College’s scope of work for these services. JLL has elected to competitively bid these services at the end of the terms and subcontract with the selected contractors.

Fiscal Impact: $839,667 for this purchase is included in the proposed FY 2018 LSC-University Park System Office operating budget. Funds for subsequent years will be included in future proposed budgets.

Staff Resource: Jennifer Mott-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”) for Snack and Beverage Vending Services

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 Compass Group d/b/a Canteen Vending Services (“Canteen”), 15951 Park Row, Houston, Texas 77084, to provide snack and beverage vending services for a five-year term with estimated annual commissions of 36.1% of net sales. The Chancellor recommends the firm with the highest evaluation score be awarded the contract. If negotiations cease for any reason with Canteen, 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: Snack and beverage vending services offer a convenience to students, faculty, and staff across the campuses and in some cases are the only food service option at the satellite centers. Vending products include various brands of snacks, fresh food, and a full menu of beverage products such as Coca-Cola, Pepsi, and Dr. Pepper.

The current contract with Canteen Vending Services expires on February 15, 2018.

In compliance with Texas Education Code 44.031(a), a Request for Proposal (“RFP”) No. 524 was publicly advertised and ten responses were received. The proposals were evaluated based on percentage commission and annual guarantee; qualifications, experience, and service needs met; references; quality of service; extent to which certified historically underutilized businesses (“HUB”), minority and/or veteran or women-owned businesses are utilized; past performance; and enhanced services, thoroughness, and completeness of proposals. Presentations were requested from the top three scoring vendors.

Fiscal Impact: The vending program’s 36.1% commission generates an estimated annual rebate of $525,000 to the College. This compares to a commission of 35.3% under the current contract and a total rebate of $464,155 for FY 2016.

Staff Resource: Jennifer Mott-Olenick 832-813-6512
Financial Report and Consideration No. 16 (ACTION ITEM 24) Board Meeting 2-1-18

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 Small Equipment and Supplies for the National Center for Construction Education and Research (“NCCER”) Core Curriculum for the Glazing/Windows, Heating, Ventilation, and Air Conditioning (“HVAC”), Plumbing, and Sheet Metal Programs as Outlined by the National Dislocated Workers Project TX-32 Disaster 2017—Hurricane Harvey Program at Lone Star College-North Harris (“LSC-North Harris”)

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 Grainger, 16741 North Freeway, Houston, TX 77090, to purchase small equipment and supplies for the NCCER Glazing/Windows, HVAC, Plumbing, and Sheet Metal Programs in a sum not exceeding $134,915.

Rationale: Lone Star College Career and Technical Education provides specialty workforce education in the construction trades. The equipment and supplies will be used to train students in construction trades fast track programs including Glazing/Windows, HVAC, Plumbing, and Sheet Metal. The College will train students using the NCCER curriculum creating highly competent, safe, and skilled trainees along with providing a training environment that embraces cutting-edge technology in this profession, which is based upon real time training relevant to and related to current industry technology and standards.

This purchase complies with Texas Education Code § 44.031(a)(4) which allows the use of interlocal contracts. The College will purchase equipment and supplies from Grainger through the Texas Multiple Award Schedule (TXMAS) Cooperative Purchasing, Contract No. 2-539030. The College conducted a market analysis to determine best value.

Fiscal Impact: $134,915 for these purchases are available from the National Dislocated Workers Project Tx-32 Disaster 2017—Hurricane Harvey.

Staff Resource: Mario K. Castillo 832-813-6655
Jennifer Mott-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 Services for Lone Star College-North Harris (“LSC-North Harris”) Cooling Tower and Chiller Replacement at the Central Plant

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 Comfort Systems (South Central), Inc. d/b/a: Comfort Systems (South Central), Accurate Comfort Systems, and Atlas Comfort Systems (“Comfort Systems (South Central), Inc.”) 9745 Bent Oak Drive, Houston, TX 77040, to purchase construction services for a cooling tower and chiller replacement in a sum not exceeding $935,000. If negotiations cease for any reason with Comfort Systems (South Central), Inc., 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 existing cooling tower is not operational and needs to be replaced. The existing chiller is old and requires extensive maintenance, making it unreliable during peak cooling season.

In compliance with the provisions of Texas Government Code §2269.055(a), a Competitive Sealed Proposal (“CSP”) No. 555 was publically advertised and two responses were received. The evaluation of the proposals were conducted based on price, experience and reputation, quality of goods and services, safety record, proposed personnel, financial capability, project schedule timeline, and the extent to which certified historically underutilized businesses (HUB), minority and/or veteran or women-owned businesses are utilized.

Fiscal Impact: $935,000 for this purchase is available from the 2014 General Obligation Bond.

Staff Resource: Gerald Napoles 281-681-5444
Jennifer Mott-Olenick 832-813-6512

Exhibit "bb"
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 the Lone Star College-Fairbanks Center (“LSC-Fairbanks Center”) Roof Replacement

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 PRC Roofing Company, Inc., 3714 Osage, Houston, Texas 77063 to purchase construction services for a roof replacement in a sum not exceeding $422,625. If negotiations cease for any reason with PRC Roofing Company, Inc., 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: Due to roof leakage during rains, LSC-Fairbanks Center is experiencing water damage to interior finishes and equipment.

In compliance with the provisions of Texas Government Code §2269.055(a), a Competitive Sealed Proposal (“CSP”) No. 558 was publically advertised and four responses were received. The evaluation of the proposals were conducted based on price, experience and reputation, quality of goods and services, safety record, proposed personnel, financial capability, project schedule timeline, and the extent to which certified historically underutilized businesses (HUB), minority and/or veteran or women-owned businesses are utilized.

Fiscal Impact: $422,625 for this purchase is available from the 2014 General Obligation Bond Program.

Staff Resource: Seelpa Keshvala 281-290-3940
Jennifer Mott-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 Six 2019 Freightliner Semi-Trucks for the Lone Star College-North Harris (‘LSC-North Harris”) Transportation & Logistics Technology Center

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 Houston Freightliner Sterling and Western Star, 9550 North Loop East, Houston, Texas 77029 in a sum not exceeding $730,000 to purchase six 2019 freightliner semi-trucks for LSC-North Harris Transportation & Logistics Technology Center. If negotiations cease for any reason with Houston Freightliner, 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: This purchase is for six 2019 freightliner tractors (semi-trucks) for the Professional Truck Drivers Program at LSC-North Harris.

In compliance with Texas Education Code §44.031(a), a Request for Proposals (“RFP”) No. 531 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 and completeness and thoroughness of response.

Fiscal Impact: $480,000 for this purchase is available from the General Obligation Bonds, Series 2015A. $250,000 for this purchase is available from Workforce Equipment Bond Funds.

Staff Resource: Mario K. Castillo 832-813-6258
Jennifer Mott-Olenick 832-813-6512
Request: Consideration of Approval to Purchase Custodial Supplies for Lone Star College (the “College”)

Chancellor’s Recommendation: That the Board of Trustees approve the purchase of custodial supplies for the College in a sum not exceeding $975,000. The list below represent core products only.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Address</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Point Sanitary</td>
<td>301 Garden Oaks Blvd. Houston, TX 77018</td>
<td>$171,855</td>
</tr>
<tr>
<td>Solutions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buckeye Cleaning</td>
<td>16420 West Hardy Road, Suite 150 Houston, TX 77060</td>
<td>$30,538</td>
</tr>
<tr>
<td>Crown Paper &amp; Chemical</td>
<td>302 S. Frazier St., Conroe, TX 77301</td>
<td>$340,260</td>
</tr>
<tr>
<td>Matera Paper</td>
<td>1809 Brittmore Rd., Houston, TX 77043</td>
<td>$104,895</td>
</tr>
<tr>
<td>Brawner Paper Co.</td>
<td>5702 Armour Dr., Houston, TX 77020</td>
<td>Catalog items only-50% discount</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>*$647,548</td>
</tr>
</tbody>
</table>

*Core Products only

Rationale: Custodial supplies are required to maintain clean and healthy facilities on campuses that have elected to perform janitorial services utilizing the campus employees. The recommendation for award is based on the most commonly used items summarized in four core categories (paper, chemicals, gloves, and can liners). General catalog supplies will be discounted at proposed percentage rates.

In compliance with Texas Education Code §44.031(a), a request for proposals (RFP No. 549) was publicly advertised and nine 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 and completeness and thoroughness of response.

Fiscal Impact: Funds for this purchase are included in the proposed FY 2018 operating budget by campus. Funds for subsequent years will be included in future proposed budgets. Historical average annual spend for FY 20162017 was $325,000.
Staff Resource: Jennifer Mott-Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Contracts on Behalf of Lone Star College (the “College”) to Purchase Lawn Maintenance Services

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute contracts on behalf of the College to purchase lawn maintenance services, in a sum not exceeding $5,000,000 for a five-year period. The term of this award is for an initial three years with the option to renew for two additional one year periods. The Chancellor recommends that the firms with the highest evaluation score be awarded the contract. If negotiations cease with Yellowstone Landscape and Personal Touch Management Inc. d/b/a Special Touch Landscaping, the College may proceed to negotiate with the next firm in order of selection ranking with a score of not less than 70 until a contract is executed.

<table>
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<tr>
<th>Locations</th>
<th>Vendor</th>
<th>Estimated 5-Year Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CyFair, Fairbanks, Tomball, Oil &amp; Gas Training Center, Health Science Building, Creekside Center, Cypress Center, Westway Park Technology Center, System Office</td>
<td>Yellowstone Landscape 10892 Shadow Wood Houston, TX 77043</td>
<td>$4,500,000</td>
</tr>
<tr>
<td>Process Technology Center, Atascocita Center</td>
<td>Personal Touch Management Inc. dba Special Touch Landscaping 5090 Richmond Ave #496 Houston, TX 77056</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Rationale: Lawn care maintenance services are required in order to maintain the general appearance and upkeep of the campuses. The vendors selected have the knowledge and experience to handle large multi-site organizations such as the College.

The recommended vendors will provide routine care and maintenance services including mowing, edging, trimming of ground cover, manual weed control, light pruning, application of pest control chemicals, fertilization, and pre and post-emerge lawn herbicides and irrigation.
inspections. Additional services may be requested that are outside the normal scope of services. Additional services for individual projects will be quoted based on specific requirements. Periodic performance reviews will be scheduled at each campus throughout the term of the contract to ensure efficiency and effectiveness of the work performed.

In compliance with Texas Education Code §44.031(a), a Request for Proposals (“RFP”') No. 536 was publicly advertised and four 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:** Funds for this purchase are included in the proposed FY 2018 operating budget by campus. Funds for subsequent years will be included in future proposed budgets. Historical average annual spend was $846,155.

**Staff Resource:** Jennifer Mott-Olenick 832-813-6512
Financial Report and Consideration No. 22  (ACTION ITEM 30)  Board Meeting 2-1-18

Request: Consideration of Approval to Ratify the Emergency Purchase of Computer Workstations and Monitors for Lone Star College-Kingwood (“LSC-Kingwood”)

Chancellor’s Recommendation: That the Board of Trustees ratify the emergency purchase of computer workstations and monitors for LSC-Kingwood from NWN Corporation, 4802 N. Sam Houston Parkway W, Suite 500, Houston, Texas 77086 in a sum not exceeding $105,105.

Rationale: As a result of Hurricane Harvey, six of the nine buildings located at the LSC-Kingwood campus were flooded. The replacement of the computer systems are critical to the computer gaming program and are necessary in order to conduct and hold Kingwood’s gaming courses for the 2018 Spring semester.

This purchase complies with Texas Education Code §44.031(a)(4) which allows for the use of inter-local contracts. The purchase(s) from NWN Corporation, will be conducted through the State of Texas Department of Information Resources (DIR) Purchasing Cooperative Program, Contract No. DIR-TSO-2538. A market analysis was completed to ensure best value.

This purchase was deemed an emergency and approved on November 28, 2017 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: Up to $105,105 for these purchases is available from Fund 35. Subsequent reimbursement of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bond funds as deemed appropriate, and operation fund cash reserves, in this order.

Staff Resource: Link Alander 832-813-6832
        Jennifer Mott-Olenick 832-813-6512
Request: Consideration of Approval to Ratify a Facility Use Agreement on Behalf of Lone Star College (the “College”) with Grace and Cole Investments L.L.C. for Lone Star College-Kingwood (“LSC-Kingwood”) Dental Hygiene Programs

Chancellor’s Recommendation: That the Board of Trustees ratify a Facility Use Agreement with Grace and Cole Investments L.L.C. (the “Entity”) at 23750 FM 1314 Rd, Porter, TX 77365 for 4,560 rentable square feet (“RSF”) at a monthly fee in the amount of $1.75 per square foot in a sum not exceeding $220,000 over a twenty-four (24) month term.

Rationale: At the December 7, 2017 meeting, the Board of Trustees approved a lease agreement with Advance Therapies, LLC for LSC-Kingwood dental programs for a sum not exceeding $220,000.

As a result of Hurricane Harvey, approximately 80 percent of LSC-Kingwood campus was flooded. This leased space will serve as a temporary location for dental hygiene classrooms, providing training space while the campus is restored and made ready for occupancy. Emergency purchase authority was utilized to secure a temporary location for students and staff for a projected occupancy period of Spring 2018. Commercial spaces in the Kingwood area are short in supply and high in demand as a result of the recent flood.

The initial lease agreement is for twenty-four months, commencing the later of occupancy or January 1, 2017 continuing through December 31, 2019.

This is a modification to the December 7, 2017 board agenda item, changing the type of document from a lease to a facility use agreement, modifying the square footage from 4,400 RSF to 4,560 RSF, and changing the entity name from Advanced Therapies L.L.C. to Grace and Cole Investments L.L.C. The actual signatories remain the same.

Fiscal Impact: $220,000 for these purchases is available from Fund 35. Subsequent reimbursements of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bond funds as deemed appropriate, and operating fund cash reserves, in this order.

Staff Resource: Jennifer Mott-Olenick 832-813-6512
Financial Report and Consideration No. 24  (ACTION ITEM 32)  Board Meeting 2-1-18

Request:  Consideration of Ratification Authorizing the Chancellor or Designee’s execution of a Lease Agreement and Lease Term Extensions on Behalf of Lone Star College (the “College”) Beyond Five Years for Lone Star College-University Park (“LSC-University Park”) and Ratify the Tenant Improvement Allowance of $1,153,985.

Chancellor’s Recommendation:  That the Board of Trustees consider and ratify the Chancellor’s or designee’s execution of a lease and exercised lease extension with Responsive Education Solutions, which provides the option for an extended twelve-year term through June 30, 2024. In addition, that the Board of Trustees consider and ratify costs for tenant improvements previously incurred in fiscal year 2012 and 2014, prior to lease commencement as follows:

- $680,000 in FY 2012 for 11,905 square feet per the initial lease
- $473,985 in FY 2014 for 8,475 square feet of expanded lease area

Rationale:  The initial LSC-University Park lease agreement was from January 1, 2012 through June 30, 2019 with an option to extend through June 30, 2024. This is beyond the five-year term allowed by current policy.

An amendment to the initial lease agreement will exercise the lease extension option/right to extend through June 30, 2024 and will memorialize other terms of the initial lease agreement.

Fiscal Impact:  None.

Staff Resource:  Jennifer Mott-Olenick  832-813-6512
Request: Consideration of Ratification Authorizing the Chancellor or Designee’s execution of a Lease Agreement on Behalf of Lone Star College (the “College”) beyond five years for Lone Star College-Montgomery (“LSC-Montgomery”), referenced as Lone Star College-University Center (“LSC-UC”) in the Lease Agreement, and Ratify the Tenant Improvement Allowance of $215,853

Chancellor’s Recommendation: That the Board of Trustees consider and ratify the Chancellor’s or designee’s execution of a lease and lease amendments with Responsive Education Solutions, which provide the option for an extended twelve-year term through July 31, 2024. In addition, that the Board of Trustees consider and ratify costs for tenant improvements previously incurred in fiscal years 2013, and 2014, prior to lease commencement as follows:

- $116,888 in 2013 for 10,390 square feet per the initial lease
- $98,965 in 2014 for 8,835 square feet of expanded leased area

Rationale: The initial LSC-Montgomery agreement was from August 1, 2013 through July 31, 2020. A subsequent amendment extended this term through July 31, 2021, with an option to extend through July 31, 2024. This is beyond the five-year lease term allowed by current policy.

An amendment to the initial lease agreement will memorialize certain terms of the Lease Agreement and re-affirm the extension option/right to extend through July 31, 2024.

Fiscal Impact: None.

Staff Resource: Jennifer Mott-Olenick 832-813-6512
Policy Report and Consideration No. 1 (ACTION ITEM 34) Board Meeting 2-1-18

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>
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<tr>
<td>Cardiel, Laura</td>
<td>Director, Governance, Analytics and Records</td>
<td>$65,256</td>
<td>11-1-17</td>
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<tr>
<td>Carranza, Gloria</td>
<td>Assistant Professor, Licensed Vocational Nurse</td>
<td>$7,877</td>
<td>11-4-17</td>
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<td>Faccini-Vito, Lorena</td>
<td>Associate Vice Chancellor, Financial Reporting and Operations, Controller</td>
<td>$125,741</td>
<td>11-16-17</td>
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<td>Gregerson, Sandra</td>
<td>Associate Vice Chancellor, Governance, Audit and Compliance</td>
<td>$127,170</td>
<td>11-16-17</td>
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<td>King, Latina</td>
<td>Director, Admissions and Records</td>
<td>$63,976</td>
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<tr>
<td>Neu, Denise</td>
<td>Executive Director, Construction</td>
<td>$103,082</td>
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<tr>
<td>Saucedo, Nayeli</td>
<td>Associate Vice Chancellor, Supply Management</td>
<td>$125,741</td>
<td>11-16-17</td>
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</table>
Report: Construction Projects Update

The monthly construction projects update is presented for Board review.
CONSTRUCTION PROJECTS UPDATE
As of December 15, 2017

2014 General Obligation Bond Program Projects Summary

LSC-CyFair
- Westway Park Information Technology & Visual Communications Satellite Center: Contract was awarded to Brookstone, LP at the December 7th Board meeting. Contract negotiations are in progress. Construction mobilization and submittal process are in progress.
- Fairbanks Center Roofing Replacement: Project bids have been received and evaluations are complete. Recommendation of the successful respondent to be requested at February Board. Primary demolition work is scheduled to commence during Spring Break.

LSC-Kingwood
- Student Services Center Expansion: The new expansion has opened for occupancy. Installation of all equipment and furniture is complete. Final punch list items are complete. Project closeout, and warranty work are underway.
- Fire Training Facility: Architect is finishing site construction documents for placement of the facility.
- Process Technology Center: The project obtained substantial completion on November 20, 2017. Furniture was delivered and installed and OTS is deploying equipment. Opening of building will be 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.
- East Aldine Satellite Center: The project is currently in the bid period. A GMP will be brought to the LSC Board for action in April 2018.
- Central Plant Renovations: Contractor procurement is scheduled for Board approval in February 2018.
- Transportation Institute: A draft of the final program document is under review for approval by LSC. The target issue date was the week of December 11, 2017 for approvals. Schematic Design begins January 2018.
- Winship Re-roof: The project is in the bid phase with a recommendation going to the Board in February 2018. Construction NTP to be issued in March 2018.

LSC-Tomball
- South Entrance Drive: Driveway project was completed for use prior to the start of the Spring semester. The main entrance monument sign allowance will be removed from the current contract and addressed separately.
**LSC-University Park**

- **Science and Innovation Building**: Substantial Completion December 2018. Instructional operation began Spring semester 2018.
- **Buildings 12 & 13 Entrance Canopy and Parking**: Construction is underway with work expected to be completed in April 2018.
- **Library Remodel, Building 12 Level 8**: Work began the 3rd week of December. The expected completion timeframe is Summer 2018.
- **Kitchen Renovation, Commons Building Level 1**: The project is in the bid phase and being prepared for March Board approval. The expected completion is the end of the summer 2018.
- **Student Life Renovation, Commons Building Level 2**: The project is in the bid phase and expected to be presented to the board for approval in March. 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 is complete. Utilities are restored to the affected buildings. The buildout of the lease space for the temporary location of the Dental Hygiene program is complete. Damage assessments for FEMA are complete. Design for the build back construction is in process.