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
December 7, 2017
5:00 p.m.

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

I. CALL TO ORDER: Dr. Scott 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.

II. PLEDGE OF ALLEGIANCE: Dr. Trowbridge 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 5:08 p.m. Dr. Smith convened the Board in closed session, in accordance with Section 551.001 et seq. of the Texas Government Code under one or more of the following provision(s) of the Act:

Section 551.071 – Consultation with Attorney
• Status of Pending Litigation
• On any item on the Agenda
Section 551.072 – Deliberation Regarding Real Property
• LSC-University Park, LSC-CyFair, LSC-North Harris, LSC-Tomball, LSC–Montgomery, LSC-Kingwood, LSC-System Office, Future Land Purchases
Section 551.074 - Personnel Matters
V. **RECONVENE REGULAR MEETING:** Dr. Smith reconvened the open meeting at 6:14 p.m.

VI. **INTRODUCTIONS, SPECIAL GUESTS AND RECOGNITIONS:** Ms. Jennifer Olenick, executive vice chancellor of finance and administration and CFO introduced three new employees: Lorena Faccini-Vito, controller, associate vice chancellor financial reporting; Nayeli Saucedo, associate vice chancellor supply management; and Denise Neu, executive director of construction.

Ms. Helen Clougherty, vice chancellor and chief of staff/board liaison presented the 2018 Academy Cohort. From LSC-CyFair: Norjuan Austin, Shad Clark, Jennifer Crouse, Jeffrey Hirt, Lynda Rieger, Jay Roberts, and Melanie Steel; LSC-Kingwood: Darlene Beaman and Sagan McClure; LSC-Montgomery: Lauren Cash, Natalie Foreman and Gail Smith; LSC-North Harris: Mark Barnes, Adrette Creeks, Brandi Ford, Shane Puryear and Jennifer Travis, LSC-Tomball: Monte Darland and Patrick Gilbert; LSC-University Park: Stephanie De Leon, Mylea Johnson, Clavelia Martin, Matt Plank and Dena Stuttz; LSC-System Office The Woodlands: Gabriela Andrade; LSC-System Office, University Park: Kristen Dufauchard, Joshua Hill, Priscilla Martin, Alisa McLendon, Cathy Nistetter and Elizabeth Thompson.

VII. **WORKSHOP:** None.

VIII. **APPROVAL OF THE MINUTES OF THE NOVEMBER 2, 2017 WORKSHOP AND REGULAR MEETING OF THE BOARD OF TRUSTEES:** upon a motion by Ms. Good and a second by Mr. Vogt the board approved the minutes of the November 2, 2017 Workshop and Regular Meeting of the Board of Trustees. The vote was unanimous.

IX. **SPECIAL REPORTS AND ANNOUNCEMENTS:**

1. **Chancellor:** None.

2. **College Presidents:** Rebecca Riley, president of LSC-Montgomery gave a presentation on Partnerships, highlighting ISD partnerships for college readiness, dual credit and early college high schools and accelerated dual credit. LSC-CyFair and LSC-Tomball partner with Harris County Public Library providing an array of services from the latest books and other resources to the latest technology in dynamic and wireless environments. Community partnerships include Mission Northeast, Angel Reach, Food Banks, Humble Area Assistance Ministries and E3 culinary program. The Society for Innovation Management (SIM) is a group of Houston based senior-level IT professionals that provided both strategic and tactical direction to LSC-UP students. Partnerships with the health community include Tomball Regional Health Foundation, Kingwood Medical Center, Montgomery County Hospital District, and Memorial Hermann – The Woodlands. Corporate and Public Partnerships include The Woodlands Township/The Woodlands Fire Department providing access to their emergency training center, Stewart and Stevenson partner at LSC-North Harris for the successful industrial diesel department, Diakin/Goodman partner at LSC-North Harris for
supporting new HVAC labs. At LSC-UP, Noble Energy partnership to provide YMCA Children’s Academy, student scholarships and the Geology Rock Wall. At LSC-Tomball, Pearson North America collaborates to help with GRIT mindset. Partnerships with the arts community include The Woodlands Symphony Orchestra, Lake Houston Musical Arts Society and Shining Stars Guild.

3. **Vice Chancellors:** Mario Castillo, executive vice chancellor and COO gave an update on the Title IX Mandatory Training required for all employees.

4. **Faculty Senate Presidents:** Paula Khalaf, faculty senate president of LSC-University Park gave a presentation on the Puente Project. This project helps to provide instruction, advising and mentoring for traditionally underrepresented students to successfully complete, transfer and return as future mentors.

5. **Board Members** – Ms. Good and Dr. Smith participated in the human library at LSC-North Harris.

Dr. Trowbridge is working with Dr. Lee Ann Nutt to compile a book on GRIT and is still looking for motivational stories of triumph of Lone Star College students.

Dr. Smith recently met with Dr. Head, Helen Clougherty, Dr. Quentin Wright and trustees located in the College #7 area and announced the new name for College #7 will be LSC-Houston North.

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

XI. **CONSIDERATION OF THE CONSENT AGENDA:** Item numbers 20, 21, 22, 25 and 26 were removed from the agenda to be considered separately. Item number 15 was removed from the agenda and action will be taken at a later board meeting. Chair Smith proceeded with the Consent Agenda. Dr. Trowbridge made a motion to approve Action Items 20, 21, 22, 25 and 26. Mr. Lloyd 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 I.G.1.7. Trustee Misconduct (FIRST READING): the Board of Trustees considered and reviewed revisions to the College’s Board Policy Manual Section I.G.1.7. Trustee Misconduct, which adds Trustee misconduct standards. A copy is attached as Exhibit “C”.

2. Consideration and Review of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV.F.8. Change in Contract Status (FIRST READING): the Board of Trustees considered and reviewed revisions to the College’s Board Policy Manual Section IV.F.8. Change in Contract Status,
revises the appeal process as regards the Board of Trustees. A copy is attached as Exhibit “D”.

3. Consideration and Review of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV.F.10. Employee Grievance and Review Process (FIRST READING): the Board of Trustees considered and reviewed 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 copy is attached as Exhibit “E”.

4. Consideration and Review 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 (FIRST READING): the Board of Trustees considered and reviewed 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 copy is attached as Exhibit “F”.

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

6. Consideration and Review 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 (SECOND READING): the Board of Trustees considered and reviewed 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. A copy is attached as Exhibit “H”. A copy is attached as Exhibit “H”.

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

XIII. CURRICULUM REPORTS AND CONSIDERATIONS:

1. Consideration of Approval to Expand the Lone Star College (the “College”) Automotive Service Technician Associate of Applied Science (“AAS”) to Lone Star College-Montgomery (“LSC-Montgomery”) (ACTION ITEM 1): the Board of Trustees approved expanding the Automotive Service Technician Associate of Applied Science (AAS) to LSC-Montgomery beginning in Fall 2018. This item was passed in the Consent Agenda. A copy is attached as Exhibit “J”.

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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 Harris County, Texas to Purchase Public Safety Radio Air Time (ACTION ITEM 2):** the Board of Trustees authorized the Chancellor or designee to negotiate and execute an Interlocal agreement on behalf of the College with Harris County, Texas to purchase public safety radio air time. The term of the agreement is one year and shall commence on the date the agreement is executed. The agreement will automatically renew for successive one-year terms for a maximum of five years. This item was passed in the Consent Agenda. A copy is attached as Exhibit “K”.

2. **Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase a Five-Axis Milling Machine for the Machining Technology Program at Lone Star College-CyFair (“LSC-CyFair”) (ACTION ITEM 3):** the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with DMG Mori USA, Inc., 8420 North Sam Houston Parkway West, Houston, TX 77064, to purchase a five-axis CNC milling machine in a sum not exceeding $208,795. This item was passed in the Consent Agenda. A copy is attached as Exhibit “L”.

3. **Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Construction Manager-At-Risk (“CMAR”) Construction Management Services Related to the New Instructional Arts Building and Surface Parking for Lone Star College-University Park (“LSC-University Park”) (ACTION ITEM 4):** the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with the first ranked firm, Brookstone, LP, 3715 Dacoma Street, Houston, Texas 77092 for CMAR services in a sum not exceeding $1,026,466. If negotiations cease for any reason with the 1st ranked firm, the College will proceed to negotiate with the 2nd ranked firm with a score of not less than 70 until a contract is executed. 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 “M”.

4. **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 Renovation Services for Lone Star College-University Park (“LSC-University Park”) West Campus Dining Area (ACTION ITEM 5):** the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with Horizon International Group, 4204 Bellaire, Houston, TX 77025, for renovation of LSC-University Park west campus dining area in a sum not exceeding $249,987. This item was passed in the Consent Agenda. A copy is attached as Exhibit “N”.

5. **Consideration of Approval to Amend Lone Star College’s (the “College”) Funding Sources for the Municipal Utilities District (“MUD”) 156 Agreement for Water & Sanitary Sewer Mains at Lone Star College-CyFair (“LSC-CyFair”) (ACTION ITEM
6: the Board of Trustees approved an amendment of funding sources for the MUD 156 Agreement for Water & Sanitary Sewer Mains at LSC-CyFair. This item was passed in the Consent Agenda. A copy is attached as Exhibit “O”.

6. 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-North Harris (“LSC-North Harris”) Architectural Firm for Additional Services Related to Remodeling Renovations for the LSC-North Harris Applied Technology Center Welding Laboratory (ACTION ITEM 7): the Board of Trustees authorized the Chancellor or designee to execute a contract amendment on behalf of the College with PBK Architects, Inc. (“PBK”), 11 Greenway Plaza, Houston, Texas 77046, for additional architectural services in a sum not exceeding $100,000 for a total revised contract sum of $1,673,429. This item was passed in the Consent Agenda. A copy is attached as Exhibit “P”.

7. 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 Simulation Mannequins for the Lone Star College-Montgomery (“LSC-Montgomery”) Emergency Medical Services (“EMS”) Program (ACTION ITEM 8): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with Simulaids, Inc., 16 Simulaids Drive, Saugerties, NY 12477, to purchase simulation mannequins in a sum not exceeding $137,199. If negotiations cease for any reason with Simulaids, 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 “Q”.

8. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Medical Radiographic Imaging Equipment for the LSC-Montgomery Medical Radiologic Technology Program (ACTION ITEM 9): the Board of Trustees authorize the Chancellor or designee to negotiate and execute contracts on behalf of the College to purchase equipment for the LSC-Montgomery Medical Radiologic Technology Program in a sum not exceeding $208,430 with the following vendors: Philips Healthcare, a Division of Philips North America, LLC, 3000 Minuteman Rd, Andover, MA 01810 and DiaMedical USA Equipment, LLC, 7013 Orchard Lake Rd. West Bloomfield, MI 48322. 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 “R”.

9. Consideration of Approval to Authorize the Chancellor or Designee to Purchase Additional Services on Behalf of Lone Star College (the “College”) Related to the Learning Management System (ACTION ITEM 10): the Board of Trustees authorized the Chancellor or designee to purchase additional services related to the Learning Management System on behalf of the College with D2L Ltd. (“D2L), 715 Saint Paul
Street, Baltimore, MD 21202, in a sum of $1,404,394 for a revised contract sum not exceeding $4,348,766 over a maximum period of five years. The initial term of the contract will be for three-years with an option to renew for two additional one-year periods. If negotiations cease for any reason with D2L, 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. The new contract for these services will begin in December 2018. This item was passed in the Consent Agenda. A copy is attached as Exhibit “S”.

10. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Contracts on Behalf of Lone Star College (the “College”) to Purchase Interpreter Services (ACTION ITEM 11): the Board of Trustees authorized the Chancellor or Designee to Negotiate and Execute Contracts to purchase interpreter services for a sum not exceeding $2,000,000 over five years from the following vendors: Crabtree Interpreting Services, Inc. P. O. Box 13185, Houston, TX 77219; Hancock, Jahn, Lee & Puckett, LLC., 1445 No Loop W, Suite 910, Houston TX 77008 and Webbco Enterprises, LLC d/b/a Visual Communication Services, 4355 Sylvanfield Drive, Suite 230, Houston, TX 77014. The Chancellor recommends that the award for these services will be for a period up to five years beginning on or about January 15, 2018 through January 14, 2023, provided that funds are appropriated, vendor performance is satisfactory, and these services are still required. This item was passed in the Consent Agenda. A copy is attached as Exhibit “T”.

11. Consideration of Approval to Amend the Funding Source of the Previous Board Approval to Purchase Additional Design, Construction, and Maintenance Services of Dark Fiber Wide Area Network (“WAN”) Infrastructure (ACTION ITEM 12): the Board of Trustees authorized amending the funding source of the previous board approval to purchase additional design, construction, and maintenance services for Dark Fiber WAN Infrastructure as follows: Design and Construction Services $3,164,831 and Maintenance Services $2,700,000. This item was passed in the Consent Agenda. A copy is attached as Exhibit “U”.

12. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Construction Manager-At-Risk (“CMAR”) Construction Management Services Related to the New Healthcare Instructional Building and Surface Parking for Lone Star College-Kingwood (“LSC-Kingwood”) (ACTION ITEM 13): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with the first ranked firm, Tellepsen Builders, LP, 777 Benmar Drive, Houston, Texas 77060 for CMAR services in a sum not exceeding $1,153,494. If negotiations cease for any reason with the 1st ranked firm, the College will proceed to negotiate with the 2nd ranked firm with a score of not less than 70 until a contract is executed. The term of the contract shall be for the duration of the project awarded, not exceeding five years. This item was passed in the Consent Agenda. A copy is attached as Exhibit “V”.

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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 Purchase Construction Services for Lone Star College-CyFair (“LSC-CyFair”) Westway Park Technology Center (ACTION ITEM 14): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with the first ranked firm, Brookstone, LP, 3715 Dacoma Street, Houston, Texas 77092 for construction services in a sum not exceeding $6,425,000. If negotiations cease for any reason with the 1st ranked firm, the College will proceed to negotiate with the 2nd ranked firm with a score of not less than 70 until a contract is executed. This item was passed in the Consent Agenda. A copy is attached as Exhibit “W”.

14. 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 Outbound Call Center Services (ACTION ITEM 15): this item was pulled from the agenda and action will be taken at a future board meeting. A copy is attached as Exhibit “X”.

15. 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 Heat, Ventilation, Air Conditioning (“HVAC”) Instructional Equipment for Lone Star College-North Harris (“LSC-North Harris”) Construction and Skilled Trades Technology Center (ACTION ITEM 16): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract on behalf of the College with Control Systems Solutions, Inc., 800 Town and Country Boulevard, Houston, TX 77024, to purchase HVAC instructional equipment in a sum not exceeding $279,130. If negotiations cease for any reason with Control Systems Solutions, Inc., 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 “Y”.

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 the Adobe Creative Cloud–EchoSign Enterprise Bundle (ACTION ITEM 17): the Board of Trustees approved the purchase of the Adobe Creative Cloud–EchoSign Enterprise Bundle from Journey Ed.com, 5212 Tennyson Parkway, Suite 130, Plano, TX 75024, in a sum not exceeding $793,212 over a three year period. This Item was passed in the Consent Agenda. A copy is attached as Exhibit “Z”.

17. Consideration of Approval to Authorize the Chancellor or Designee to Purchase Additional Armored Car Services on Behalf of Lone Star College (the “College”) (ACTION ITEM 18): the Board of Trustees authorized the Chancellor or designee to purchase additional armored car services with Dunbar Armored, Inc., 6056 Westview, Houston, Texas 77055 for a sum not exceeding $35,000 for a revised sum not exceeding $160,000 over a five-year period. This Item was passed in the Consent Agenda. A copy is attached as Exhibit “aa”.

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18. Consideration of Approval to Authorize the Chancellor or Designee to Purchase Additional Utility Accounting Software Solution Services on Behalf of Lone Star College (the “College”) (ACTION ITEM 19): the Board of Trustees authorized the Chancellor or designee to purchase additional utility accounting software solution services with EnergyCap, Inc. (dba ECI), 110 Radnor Road, Suite 101, State College, PA 16801 in a sum not exceeding $20,000 for a total revised sum not exceeding $114,000 over a five-year period. The current contract expires in August 2018. This Item was passed in the Consent Agenda. A copy is attached as Exhibit “bb”.

19. Consideration of Approval for Lone Star College (the “College”) to Increase Tuition Cost Per Hour of English as a Second Language (“ESL”) Workforce Non-Credit Classes Not Linked to Credit from $3.00 to $4.00 Per Contact Hour Effective Summer 2018 (ACTION ITEM 20): upon a motion by Mr. Vogt and a second by Dr. Scott the Board of Trustees approved increasing the tuition for ESL non-credit stand-alone classes beginning in Summer 2018. A copy is attached as Exhibit “cc”.

20. Consideration of Approval for Lone Star College (the “College”) to Increase the Tuition Cost Per Hour of GED Test Preparation Classes (Non-Credit) from $3.00 to $4.00 Effective Summer 2018 (ACTION ITEM 21): upon a motion by Mr. Vogt and a second by Dr. Scott the Board of Trustees approved increasing the tuition for GED test preparation classes (Non-Credit) beginning in Summer 2018. A copy is attached as Exhibit “dd”.

21. Consideration of Approval for Lone Star College (the “College”) to Increase Tuition for the 16-Hour Discovery College Non-Credit Summer Youth Classes from $97/week to $115/week Effective Summer 2018 (ACTION ITEM 22): upon a motion by Mr. Vogt and a second by Dr. Scott the Board of Trustees approved increasing the tuition for the 16-hour Discovery College non-credit summer youth classes beginning in Summer 2018. A copy is attached as Exhibit “ee”.

22. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Lease Agreement on Behalf of Lone Star College (the “College”) with Advanced Therapies L.L.C. for Lone Star College-Kingwood (“LSC-Kingwood”) Dental Programs (ACTION ITEM 23): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a lease agreement on behalf of the College with Advanced Therapies L.L.C., 23750 FM 1314, Porter, Texas 77365 for 4,400 RSF lease space at fair or market value in a sum not exceeding $220,000. This lease agreement is for a 24-month term, to commence January 1, 2018 or the date of occupancy, and continuing through December 31, 2019. This item was passed in the Consent Agenda. A copy is attached as Exhibit “ff”.

23. Consideration of Approval to Authorize the Chancellor or Designee to Execute a Contract on Behalf of Lone Star College (the “College”) with Millennium Project Solutions Inc. for Emergency Construction Services for Lone Star College-Kingwood (“LSC-Kingwood”) Dental Hygiene Building (ACTION ITEM 24): the Board of Trustees authorized the Chancellor or designee to execute a contract on behalf of the
24. Consideration of Approval and Acceptance of the Comprehensive Annual Financial Report (“CAFR”) and the Independent Auditors’ Reports (ACTION ITEM 25): upon a motion made by Dr. Vogt, chair of the Audit Committee and a second by Mr. Murillo the Board of Trustees considered and approved the Board Audit and Finance Committee’s recommendation regarding the approval and acceptance of the CAFR and the independent auditors’ reports. A copy is attached as Exhibit “hh”.

25. Consideration of Approval to Authorize the Chancellor or Designee to Purchase Additional Emergency Mitigation, Remediation, and Restoration Services for Lone Star College-Kingwood (“LSC-Kingwood”) (ACTION ITEM 26): upon a motion by Dr. Holsey and a second by Dr. Scott the Board of Trustees authorized the Chancellor or designee to purchase additional emergency mitigation, remediation, and restoration services for LSC-Kingwood from Blackmon Mooring, 10511 Kipp Way #400, Houston, Texas 77099 in a sum of $3,083,916 for a revised total sum not exceeding $8,897,613. A copy is attached as Exhibit “ii”.

26. Consideration of Ratification of an Amendment to the Contract on Behalf of Lone Star College (the “College”) with the Lone Star College-Kingwood (“LSC-Kingwood”) Architectural Firm to Purchase Additional Emergency Design Services (ACTION ITEM 27): the Board of Trustees ratified the emergency purchase of design services for LSC-Kingwood from Autoarch Architects, 6200 Savoy, Houston, TX 77036 in a sum not exceeding $126,200. This Item was passed in the Consent Agenda. A copy is attached as Exhibit “jj”.

27. Consideration of Ratification of an Amendment to the Contract on Behalf of Lone Star College (the “College”) with Communities in Schools of Houston, Inc. (“CISH”) for Professional Support Services (ACTION ITEM 28): the Board of Trustees ratified an amendment to the Contract for Professional Support Services with Communities in Schools of Houston, Inc. (CISH) 1235 North Loop West, Suite 300, Houston, TX 77008, in a sum not exceeding $345,508. This Amendment was signed on September 8, 2017. This item was passed in the Consent Agenda. A copy is attached as Exhibit “kk”.

28. Consideration of Ratification of the Contract as Amended to Purchase Disaster Recovery Consultant Services for Lone Star College (the “College”) (ACTION ITEM 29): the Board of Trustees ratified the contract, as amended, to purchase disaster recovery consultant services on behalf of the College with GP Strategies, Inc., located at 11000 Broken Land Parkway, Suite 200, Columbia, Maryland, 21044, in a sum not exceeding $468,000 for a contract period not exceeding one year. This item was passed in the Consent Agenda. A copy is attached as Exhibit “ll”.

College with Millennium Project Solutions Inc., 14026 FM 2100, Suite C, Crosby, Texas 77532 for construction services for the LSC-Dental Hygiene lease space, authorizing the Chancellor or designee to approve a turnkey sum not to exceed $275,000. This item was passed in the Consent Agenda. A copy is attached as Exhibit “gg”.
29. Consideration of Approval to Authorize the Chancellor or designee to Negotiate and Execute an Interlocal Agreement with the City of Humble to transfer a Firetruck to Lone Star College (the “College”) for Training of Firefighters at LSC-Kingwood for a period of not less than six months (ACTION ITEM 30): the Board of Trustees authorized the Chancellor or designee to negotiate and execute a Used Property Agreement on behalf of the College with the City of Humble, 114 W. Higgins, Humble, Texas 77338 to transfer a 1999 Ford F-350 Super Duty Cascade Truck (“Truck”) and Associated Equipment, Vehicle Identification Number 1 FTSW30F4XED76534, to LSC-Kingwood for training of firefighters at the LSC-Kingwood campus for at least six months. The Associated Equipment includes Code 3 Siren, Salvage Cover, Jumper Cables, Army Shovel, Pick Head Axe, Flat Head Axe, Halligan Bar, Sheet Rock Tool, Short Hook Tool, Ranch Hand Bumper and Arrowstick Traffic Indicator. The College is responsible for pickup, transport, refurbishing, repairing, restoring, and retitling the transferred Truck and Associated Equipment. This item was passed in the Consent Agenda. A copy is attached as Exhibit “nn”.

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 31): 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 “nn”.

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 October 31, 2017. A copy is attached as Exhibit “oo”.

XVII. BUILDING AND GROUNDS REPORTS:

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

XVIII. SUGGESTED FUTURE AGENDA ITEMS: None.

XIX. ADJOURNMENT: There being no further business, the meeting was adjourned at 8:44 p.m.

ATTEST:

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 4th day of December, 2017 in a place convenient to the public at LSC-System Office The Woodlands, The Woodlands Leadership Building, on all college campuses and on the system website as required by Section 551.002 et seq., Texas Government Code. Special notice of the meeting was provided to the news media as required by Section 551.001 et seq., Texas Government Code.

Given under my hand this the 4th day of December, 2017.

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.

Tally of Action Items:

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<th>#</th>
<th>Description</th>
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<th>Board Separate Action</th>
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<td>Approve Tuition Increase GED Test Prep Classes</td>
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<td>Approve Tuition Increase Discovery College NC Youth</td>
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*X* - This item was removed from the agenda and action will be taken at a later board meeting.
Request: Consideration and Review of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section I.G.1.7. Trustee Misconduct (FIRST READING)

Chancellor’s Recommendation: That the Board of Trustees consider and review 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
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. 2    (FIRST READING)    Board Meeting 12-7-17

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

Chancellor’s Recommendation: That the Board of Trustees consider and review 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.
Request: Consideration and Review of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV.F.10. Employee Grievance and Review Process (FIRST READING)

Chancellor’s Recommendation: That the Board of Trustees consider and review 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.

Rationale: 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.

Fiscal Impact: None.

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 exceed 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.
Request: Consideration and Review 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 (FIRST READING)

Chancellor’s Recommendation: That the Board of Trustees consider and review 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. 5  
(SECOND READING)  
Board Meeting 12-7-17

<table>
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<th><strong>Request:</strong></th>
<th>Consideration and Review of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section IV. Human Resources (SECOND READING)</th>
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<tr>
<td><strong>Chancellor’s Recommendation:</strong></td>
<td>That the Board of Trustees consider and review revisions to the College’s Board Policy Manual Section IV. Human Resources, which revise, clarify, and update employment policies.</td>
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<td><strong>Rationale:</strong></td>
<td>This Section has remained largely unchanged since 2008. Laws, regulations, and guidance have since evolved necessitating certain updates to ensure clarity and consistency. For example, the College had not revised its overtime compensation policy, even though guidance on this subject has been updated. These revisions also clarify and organize the College’s employment policies.</td>
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<td><strong>Fiscal Impact:</strong></td>
<td>None.</td>
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<td><strong>Staff Resource:</strong></td>
<td>Mario K. Castillo</td>
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IV.A. 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


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.

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IV.C. COMPENSATION

IV.C.1. Compensation Practices

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

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

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

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

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

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

**IV.D. EMPLOYEE BENEFITS**

**IV.D.1. Benefit Plans**

**IV.D.1.1. Policy**

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

(a) **Group Benefits**

The College offers group benefits through the Employees Retirement System of Texas (ERS) to eligible employees and their dependents. ERS-provided group benefits are healthcare, dental care, life insurance, accidental death and dismemberment (AD&D) insurance, disability insurance, flexible spending accounts, and 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.

\textsuperscript{1} Income Tax 26 U.S.C. § 3401-3402; Medicare Tax 26 U.S.C. § 3102(a), 3121(u); Retirement Tex. Gov’t Code § 825.403.

\textsuperscript{2} Tex. Educ. Code § 51.9611.
(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.3

(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**

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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.¹² 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.

¹² Tex. Gov’t Code 437.202
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.

(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
The College prohibits smoking anywhere inside College buildings, including but not limited to offices, classrooms, restrooms, hallways, and elevators.

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

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

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

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

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

(c) Reasonable Suspicion means a conclusion based on personal observation of a specific objective instance or instances of employee conduct. Observation must be corroborated and documented in writing that an employee is unable to satisfactorily perform his or her job duties due to the use of drugs or alcohol. Such inability to perform may include, but is not limited to, a drop in the employee’s performance level or an indication of impaired judgment, reasoning, and level of attention or behavioral change or decreased ability of the senses.

(d) Unauthorized Drugs refers to any drug that cannot be obtained legally or has been illegally obtained, including prescription drugs obtained without a prescription, over-the-counter drugs not used as instructed, and drugs represented to be illegal.

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

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

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

1. Persons 20 or under are not served or sold alcoholic beverages;

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

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

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

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

1. Exclude brand names, logos, prices, visual images, or verbal phrases that promote or encourage alcoholic beverage consumption;

2. Do not encourage any form of alcohol abuse, such as ads that encourage rapid and excessive alcohol consumption; and

3. Includes a statement about responsible drinking.

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

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

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

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

IV.F.9.5. Report of Conviction for Drug-Related Offense
An employee shall notify their supervisor of any conviction for a drug-related offense no later than five days after such conviction. Employees who drive College-owned or -leased vehicles must notify their supervisor of any alcohol-related driving convictions no later
than five days after such conviction. Failure to give this notification may result in disciplinary action up to and including termination. A supervisor so notified by an employee should seek advice from the Office of Human Resources before responding to the information.

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

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

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

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

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

Any police personnel required to be in possession of alcohol or drugs in the course and scope of their employment are exempt from provisions of this policy pertaining to possession of alcohol or drugs in the workplace. The College’s Police Department has procedures for these circumstances.

**IV.F.9.8. Off-Duty Conduct**

A College employee may be disciplined, up to and including termination, for conduct outside the workplace if that conduct has a significant negative impact on College operations or on the employee’s ability to perform his or her job duties.

**IV.G. CHANGES IN EMPLOYMENT STATUS**

**IV.G.1. General Changes**

**IV.G.1.1. Policy**

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

**IV.G.1.2. Definitions**

(a) **Reduction in Force (“RIF”)** means eliminating positions because of (1) state or federal legislative or executive action reducing a College’s budget; (2) a significant loss in enrollment or inability to charge tuition, resulting from a loss of student financial aid; (3) College facilities are destroyed by catastrophic weather, acts of terrorism, or other unexpected and catastrophic events; or (4) destruction of property resulting in a sudden and unexpected decrease in tax revenue.
IV.G.1.3. Employee Resignations
Contractual employees may resign their employment by submitting a resignation letter to the Chancellor. 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 workforce 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.

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.
Policy Report and Consideration No. 6  (SECOND READING)  Board Meeting 12-7-17

Request: Consideration and Review 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 (SECOND READING)

Chancellor’s Recommendation: That the Board of Trustees consider and review 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

Exhibit "H"
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.
Request: Consideration and Review of the Recommended Revision of the Lone Star College (the “College”) System Board Policy Manual Section V.A.8. Instructional Arrangements (SECOND READING)

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

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

Fiscal Impact: None.

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

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

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

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

(d) Official Day of Record. The Registrar’s office sets the official day of record and the midpoint day of record for each session in a term. All instructors must complete the official day roll and the midpoint day roll during the verification periods specified by the Registrar.
Request: Consideration of Approval to Expand the Lone Star College (the “College”) Automotive Service Technician Associate of Applied Science (“AAS”) to Lone Star College-Montgomery (“LSC-Montgomery”)

Chancellor’s Recommendation: That the Board of Trustees approve expanding the Automotive Service Technician Associate of Applied Science (AAS) to LSC-Montgomery beginning in Fall 2018.

Rationale: LSC-Montgomery requests approval to offer the Automotive Service Technician Associate of Applied Science (AAS).

Currently, the Automotive Service Technician degree is offered at LSC-North Harris.

Demand in the Houston-The Woodlands-Sugarland Metropolitan Statistical Area (“MSA”) shows considerable growth for related occupations. In addition, labor market data from the Texas Workforce Commission and Burning Glass Technologies shows strong wages for this occupational field.

<table>
<thead>
<tr>
<th>Automotive Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation: Automotive Service Technicians and Mechanics</td>
</tr>
<tr>
<td>TWC Forecasted Total Annual Average Job Openings in the Gulf Coast (2014-2024)</td>
</tr>
<tr>
<td>TWC Gulf Coast Median Wage (2016)</td>
</tr>
</tbody>
</table>

Sources: Texas Workforce Commission, Burning Glass Technologies

The Texas Higher Education Coordinating Board requires that the College’s Board of Trustees approve new programs.

Fiscal Impact: Estimated start-up costs of $169,643 will be included in the proposed LSC-Montgomery FY 2019 operating budget.

Staff Resource: Rebecca Riley 936-273-7222
Mario K. Castillo 832-813-6655
Financial Report and Consideration No. 1  (ACTION ITEM 2)  Board Meeting 12-7-17

Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Interlocal Agreement on Behalf of Lone Star College (the “College”) with Harris County, Texas to Purchase Public Safety Radio Air Time

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 Harris County, Texas to purchase public safety radio air time. The term of the agreement is one year and shall commence on the date the agreement is executed. The agreement will automatically renew for successive one-year terms for a maximum of five years.

Rationale: The College Police Department uses the Harris County Radio Network as its infrastructure for its encrypted public safety radios. Monthly air time is leased to use the network, which allows the College police officers and dispatch to communicate and allows communication with other agencies on the public safety radio band when they respond to college campuses in a support capacity.

Fiscal Impact: $62,400 for this purchase is included in FY 2018 LSC-Police Department operating budget. Funds for subsequent fiscal years will be included in future proposed budgets.

Staff Resource: Mario K. Castillo  832-813-6655
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 a Five-Axis Milling Machine for the Machining Technology Program at Lone Star College-CyFair (“LSC-CyFair”)

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 DMG Mori USA, Inc., 8420 North Sam Houston Parkway West, Houston, TX 77064, to purchase a five-axis CNC milling machine in a sum not exceeding $208,795.

Rationale: The LSC-CyFair Machining Technology Department provides specialty workforce education in machining technology industry. This equipment will be used to train students in five-axis machining technology. The College will train students using the current standards and accepted methodologies for five-axis machining, creating highly competent, safe and skilled graduates along with providing a training environment that embraces cutting-edge multi-axis technology. Graduates of the LSC-Cypress Center Machining Technology program will demonstrate knowledge of the advanced five-axis machining and programing skills required by industry for their profession. Students will be trained to apply critical thinking skills to research, evaluate, analyze, and synthesize information to solve multi-axis machining problems related to the industry, equipment, tools, and design/programing systems of operation for the current industry demanded five-axis machining skill sets.

In compliance with Texas Education Code §44.031 (a), a Request for Proposals (“RFP”) #537 was publicly advertised and two responses were received. The evaluation of the proposals was 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: $208,795 for these purchases are available from the General Obligation Bonds, Series 2015A.

Staff Resource: Seelpa Keshvala 281-290-3940
Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Construction Manager-At-Risk (“CMAR”) Construction Management Services Related to the New Instructional Arts Building and Surface Parking 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 the first ranked firm, Brookstone, LP, 3715 Dacoma Street, Houston, Texas 77092 for CMAR services in a sum not exceeding $1,026,466. If negotiations cease for any reason with the 1st ranked firm, the College will proceed to negotiate with the 2nd ranked firm with a score of not less than 70 until a contract is executed. The term of the contract shall be for the duration of the project awarded.

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

In compliance with the provisions of Texas Government Code 2269.251, a Request for Qualifications (“RFQ”) #529 was publicly advertised and eleven responses were received. The evaluation of qualifications was conducted using a two-step process. For step one, the evaluation of qualifications was conducted based on the firm’s qualifications, experience and reputation, relevant higher education project experience, client references, methodology and project schedule timeline, experience of proposed lead personnel, quality control and safety programs, extent to which certified historically underutilized businesses (“HUB”), minority and/or veteran or women-owned businesses are utilized and the completeness and thoroughness of the response.

For step two, onsite presentations were made by the top five firms receiving the highest scores from step one. The five firms were evaluated based upon the revised criteria of the firm’s qualifications, experience and reputation, relevant higher education project experience, client references, methodology and project schedule timeline, experience of
proposed lead personnel, extent to which certified historically underutilized businesses (“HUB”), minority and/or veteran or women-owned businesses are utilized, with the addition of pricing for contractor fee, bonding fees and general conditions.

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

**Staff Resource:** Shah Ardalan 281-290-2999
Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Renovation Services for Lone Star College-University Park (“LSC-University Park”) West Campus Dining Area

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 Horizon International Group, 4204 Bellaire, Houston, TX 77025, for renovation of LSC-University Park west campus dining area in a sum not exceeding $249,987.

Rationale: The purchase of these construction services would allow a more collaborative space for LSC-University Park’s faculty, staff, students, and external customers. The project includes enclosure of the West Dining space for prevention of unnecessary noise and interruption during meetings. The project also includes the addition of a much needed storage space for items such as chairs, tables, etc., used to setup events taking place in this area.

This purchase complies with the Texas Education Code §44.031 (a) (4) which allows the use of interlocal contracts. This purchase will be made through Texas Buyboard Cooperative Purchasing, Contract #520-16. A market analysis was conducted to determine best value.

Fiscal Impact: Funds for this purchase are included in FY 2018-University Park operating budget.

Staff Resource: Shah Ardalan 281-290-2999
Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Amend Lone Star College’s (the “College”) Funding Sources for the Municipal Utilities District (“MUD”) 156 Agreement for Water & Sanitary Sewer Mains at Lone Star College-CyFair (“LSC-CyFair”)

Chancellor’s Recommendation: That the Board of Trustees approve an amendment of funding sources for the MUD 156 Agreement for Water & Sanitary Sewer Mains at LSC-CyFair.

Rationale: This change is required to update the funding mechanism used by the College in order to pay current and future pro-rata shares of just and reasonable maintenance expenses as agreed per Article II, Operation and Maintenance, of the Agreement for Use of Water and Sewer Lines between MUD 156 and the College. The Agreement for Use of Water and Sewer Lines is necessary to supply LSC-CyFair with both water and wastewater treatment services. MUD 156 owns pipes that allow the flow of water to LSC-CyFair and wastewater to MUD 156.

At the November 7, 2002 meeting, the Board of Trustees approved the utilities district MUD agreement for water and sanitary mains at LSC-CyFair.

This request will change the funding source as follows:

Current: Funds for this project are available from the 2000 Referendum General Obligation Bonds, Series 2002

Proposed: Funds are included in FY 2018 LSC-CyFair operating budget. Funds for subsequent years will be included in future proposed budgets

Fiscal Impact: Funds for this purchase are included in FY 2018 LSC-CyFair operating budget. Funds for subsequent fiscal years will be included in future proposed budgets.

Staff Resource: Seelpa Keshvala 281-290-3940
Jennifer 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-North Harris (“LSC-North Harris”) Architectural Firm for Additional Services Related to Remodeling Renovations for the LSC-North Harris Applied Technology Center Welding Laboratory

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to execute a contract amendment on behalf of the College with PBK Architects, Inc. (“PBK”), 11 Greenway Plaza, Houston, Texas 77046, for additional architectural services in a sum not exceeding $100,000 for a total revised contract sum of $1,673,429.

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

PBK was approved to provide these services for Phase I, Group 1A projects as LSC-North Harris and was subsequently awarded a contract for basic services including, but not limited to design, mechanical, electrical, plumbing, heating, ventilation, and air conditioning (“HVAC”), and civil engineering.

At the August 4, 2016 meeting, the Board of Trustees approved PBK to provide additional services, including, but not limited to, electrical service relocation, central plant expansion, transportation infrastructure due diligence, and loop road relocation.

At the August 3, 2017 meeting, the Board of Trustees approved PBK to provide additional services for design for the roof replacement of the Winship Building.

This amendment provides for additional services for the renovation of approximately 5,000 square feet of existing welding lab space to replace existing welding booths with a more efficient booth design, maximize the number of booths, improve the welding fume extraction, and improve the air conditioning of the lab.

The table below summaries the original contracts and amendment approved by the Board of Trustees to date.
<table>
<thead>
<tr>
<th>PBK Architects, Inc.</th>
<th>Board Approval</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original</td>
<td>4/9/2015</td>
<td></td>
<td>$1,141,000</td>
</tr>
<tr>
<td>1st Amendment</td>
<td>8/4/2016</td>
<td>Various additional services and LSC-North Harris electrical service upgrade</td>
<td>$337,249</td>
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<tr>
<td>2nd Amendment</td>
<td>8/4/2016</td>
<td>LSC-North Harris Central Plant upgrade</td>
<td>$72,380</td>
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<tr>
<td>3rd Amendment</td>
<td>8/3/2017</td>
<td>Winship roof replacement</td>
<td>$22,800</td>
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<tr>
<td>Proposed Amendment</td>
<td>12/1/2017</td>
<td>Welding shop design</td>
<td>Not to exceed $100,000</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$1,673,429</strong></td>
</tr>
</tbody>
</table>

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

**Staff Resource:**
- Gerald Napoles 281-618-5444
- Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Simulation Mannequins for the Lone Star College-Montgomery (“LSC-Montgomery”) Emergency Medical Services (“EMS”) Program

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute a contract on behalf of the College with Simulaids, Inc., 16 Simulaids Drive, Saugerties, NY 12477, to purchase simulation mannequins in a sum not exceeding $137,199. If negotiations cease for any reason with Simulaids, 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 LSC-Montgomery EMS Program provides comprehensive education of structured learning experiences to assist in meeting the need for health care professionals. As part of the EMS National Standard Curriculum and National Registry of EMT’s, the program has moved toward simulation exercises to prepare students for the workforce. As part of this initiative, the program needs to include intensive and realistic simulation in the students’ laboratory experiences. When combined with existing cardiac monitors, the simulation mannequins will provide training using standard and accepted methodologies for emergencies. This will allow students to perform at a higher level during their student clinical experiences thereby increasing their ability to apply lab, clinical, and field experiences toward experiences they will have as entry level EMT’s and paramedics.

In compliance with Texas Education Code §44.031 (a), a Request for Proposals (“RFP”) #542 was publicly advertised and six 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: $137,199 for these purchases are available from the General Obligation Bonds, Series 2015A.

Staff Resource: Rebecca Riley 936-273-7222
Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Medical Radiographic Imaging Equipment for the Lone Star College-Montgomery (“LSC-Montgomery”) Medical Radiologic Technology Program

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 vendors listed below to purchase equipment for the LSC-Montgomery Medical Radiologic Technology Program in a sum not exceeding $208,430. 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.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Address</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philips Healthcare a Division of Philips North America, LLC</td>
<td>3000 Minuteman Rd., Andover, MA 01810</td>
<td>$206,010</td>
</tr>
<tr>
<td>DiaMedical USA Equipment, LLC</td>
<td>7013 Orchard Lake Rd., West Bloomfield, MI 48322</td>
<td>$2,420</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$208,430</strong></td>
</tr>
</tbody>
</table>

Rationale: The LSC-Montgomery Medical Radiologic Technology ("MRT") program provides comprehensive education of structured learning experiences to assist in meeting the community's need for medical imaging professionals. The proposed update of the imaging equipment in the medical radiologic technology lab will enable program faculty to fully utilize modern technology to train students in the MRT program. The College will train students using the standard and accepted methodologies for developing highly competent medical imaging skills and talented graduates along with providing a training environment that embraces cutting-edge technology in the MRT profession. Graduates of the Medical Radiologic Technology program are effectively prepared for entry-level positions in the Medical Radiologic Technology Profession.

In compliance with Texas Education Code §44.031 (a), a Request for Proposals (“RFP”) #543 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: $208,430 for these purchases are available from the General Obligation Bonds, Series 2015A.

Staff Resource: Rebecca Riley 936-273-7222
Jennifer Olenick 832-813-6512
Request:  Consideration of Approval to Authorize the Chancellor or Designee to Purchase Additional Services on Behalf of Lone Star College (the “College”) Related to the Learning Management System

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to purchase additional services related to the Learning Management System on behalf of the College with D2L Ltd. (“D2L), 715 Saint Paul Street, Baltimore, MD 21202, in a sum of $1,404,394 for a revised contract sum not exceeding $4,348,766 over a maximum period of five years. The initial term of the contract will be for three-years with an option to renew for two additional one-year periods. If negotiations cease for any reason with D2L, 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. The new contract for these services will begin in December 2018.

Rationale: At the May 4, 2017, Board Meeting the Board of Trustees authorized the Chancellor or designee to negotiate and execute a contract to purchase a Learning Management System from D2L. The College is currently under contract negotiations with D2L and now seeks to add the analytic reporting tool Brightspace Insights and business continuity and technical support plan upgrades for an increase in the approved overall contract amount.

The Learning Management System is a web-based teaching and learning tool for course development, delivery, and management. It allows instructors to manage courses, deliver content, monitor student participation, and assess performance. Students are able to interact with each other as well as the instructors resulting in a broader online learning community resource.

Fiscal Impact: The revised average annual cost for the period of five years is $869,753. This amount will be included in future proposed LSC-System Office budgets. The current contract average annual cost for comparable services is approximately $840,635.

Staff Resource: Alicia Harvey-Smith  832-813-6648
Jennifer Olenick  832-813-6512
Financial Report and Consideration No. 10  (ACTION ITEM 11)  Board Meeting 12-7-17

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 Interpreter Services

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or Designee to Negotiate and Execute Contracts to purchase interpreter services from the vendors listed below, for a sum not exceeding $2,000,000 over five years. The Chancellor recommends that the award for these services will be for a period up to five years beginning on or about January 15, 2018 through January 14, 2023, provided that funds are appropriated, vendor performance is satisfactory, and these services are still required.

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crabtree Interpreting Services, Inc.</td>
<td>P.O. Box 131835, Houston Texas 77219</td>
</tr>
<tr>
<td>Hancock, Jahn, Lee &amp; Puckett, LLC</td>
<td>1445 No Loop W, Suite 910 Houston, Texas 77008</td>
</tr>
<tr>
<td>Webbco Enterprises, LLC d/b/a Visual</td>
<td>4355 Sylvanfield Drive, Suite 230, Houston, Texas 77014</td>
</tr>
<tr>
<td>Communication Services</td>
<td></td>
</tr>
</tbody>
</table>

Rationale: Throughout the College, departments require the use of professional interpreter services to fulfill the needs of the hearing impaired students, staff, and clients. These services include sign language, oral, tactile, and remote video interpreting (“VRI”) service. The service providers will employ professional interpreters with state and/or national certifications and follow the nationally established standards and practices for interpreters for the deaf and hard of hearing.

This purchase is in compliance with Texas Government Code §44.031 (a). Request for Proposals (“RFP”) #541 were publicly advertised and four (4) responses were received. Proposals were evaluated based on experience and qualifications; ability to meet system needs; professionalism of staff; fee structure and overall long term cost; quality of proposed service; references; vendor location and other relevant factors.

Fiscal Impact: Funds for this purchase are included in the FY2018 Disability Services operating budget. Funds for subsequent years will be included in future proposed budgets. Previous annual spend was $280,000.

Staff Resource: Alicia Harvey-Smith 281-290-3940
Jennifer Olenick 832-813-6512

Exhibit "T"
Financial Report and Consideration No. 11  (ACTION ITEM 12)  Board Meeting 12-7-17

Request: Consideration of Approval to Amend the Funding Source of the Previous Board Approval to Purchase Additional Design, Construction, and Maintenance Services of Dark Fiber Wide Area Network (“WAN”) Infrastructure

Chancellor’s Recommendation: That the Board of Trustees authorize amending the funding source of the previous board approval to purchase additional design, construction, and maintenance services for Dark Fiber WAN Infrastructure as follows:

Design and Construction services: $3,164,831
Maintenance services: $2,700,000

Rationale: On December 1, 2016, the Board of Trustees approved Phonoscope, Inc. to provide additional design, construction, and maintenance services for dark fiber WAN infrastructure in a sum not exceeding $3,164,831 for a total revised contract sum of $5,864,831. The amendment extended the contract by eight years for a revised total contract term of 23 years.

The purpose of this agenda item is to separate the funding source for maintenance services and design and construction services. Maintenance services cannot be funded through the general obligation bonds.

Fiscal Impact: $2,700,000 for the maintenance services is included in the FY18-College Services operating budget. Funds for subsequent years will be included in future proposed budgets.

$3,164,831 for design and construction services are available from the General Obligation bonds, series 2015A

Staff Resource: Link Alander  832-813-6832
Jennifer Olenick  832-813-6512
Financial Report and Consideration No. 12  (ACTION ITEM 13)  Board Meeting 12-7-17

Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Construction Manager-At-Risk (“CMAR”) Construction Management Services Related to the New Healthcare Instructional Building and Surface Parking 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 the first ranked firm, Tellepsen Builders, LP, 777 Benmar Drive, Houston, Texas 77060 for CMAR services in a sum not exceeding $1,153,494. If negotiations cease for any reason with the 1st ranked firm, the College will proceed to negotiate with the 2nd ranked firm with a score of not less than 70 until a contract is executed. The term of the contract shall be for the duration of the project awarded, not exceeding five years.

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

In compliance with the provisions of Texas Government Code 2269.251, a Request for Qualifications (“RFQ”) #500 was publicly advertised and twelve responses were received. The evaluation of qualifications was conducted using a two-step process. For step one, the evaluation of qualifications was conducted based on the firm’s qualifications, experience and reputation, relevant higher education project experience, client references, methodology and project schedule timeline, experience of proposed lead personnel, quality control and safety programs, extent to which certified historically underutilized businesses (“HUB”), minority and/or veteran or women-owned businesses are utilized and the completeness and thoroughness of the response.

For step two, onsite presentations were made by the top five firms receiving the highest scores from step one. The five firms were evaluated based upon the revised criteria of the firm’s qualifications, experience and reputation, relevant higher education project experience, client references, methodology and project schedule timeline, experience of proposed lead personnel, extent to which certified historically underutilized businesses
(“HUB”), minority and/or veteran or women-owned businesses are utilized, with the addition of pricing for contractor fee, bonding fees and general conditions.

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

**Staff Resource:**
- Katherine Persson 281-312-1640
- Jennifer Olenick 832-813-6512
Financial Report and Consideration No. 13  (ACTION ITEM 14)  Board Meeting 12-7-17

Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Construction Services for Lone Star College-CyFair (“LSC-CyFair”) Westway Park 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 the first ranked firm, Brookstone, LP, 3715 Dacoma Street, Houston, Texas 77092 for construction services in a sum not exceeding $6,425,000. If negotiations cease for any reason with the 1st ranked firm, the College will proceed to negotiate with the 2nd ranked firm with a score of not less than 70 until a contract is executed.

Rationale: As a result of the November 4, 2014 bond election, the College is authorized to issue up to $485M in general obligation bonds for the purchase of land, new construction, repair and replacement, and renovation of facilities. Construction Services are required for phase II construction renovation projects related to the approved bond referendum.

Westway Park Technology Center construction is a 59,000 square foot interior buildout of an existing three-story shell building with classrooms, training labs, and facility offices. The center will provide learning spaces for computer information technology, visual communications and corporate college designed to mimic real-world industry environments.

In compliance with the provisions of Texas Government Code 2269.055 (a), a Competitive Sealed Proposal (“CSP”) #538 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: Funds for these purchases are available from bond proceeds issued under the 2014 General Obligation Bond Referendum.

Staff Resource: Seelpa Keshvala 281-290-3940
Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Outbound Call Center 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 to purchase outbound call center services from Mirand Response Systems, Inc., 16211 Park Ten Place, Houston, Texas 77084 in a sum not exceeding $270,000 for a three-year period. The term of this award is for an initial two years with the option to renew for an additional one-year period. The Chancellor recommends that the firm with the highest evaluation score be awarded the contract. If negotiations cease with Mirand Response Systems, 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.

Rationale: The LSC Marketing and Communications Department conducted a pilot program in early June 2017 in order to gauge the program’s effectiveness in recruiting and retaining current LSC students. The pilot program was successful and will be extended system wide. It was determined that a dedicated outbound call center is needed to recruit and maintain student enrollment for potential and current students. The statement of work includes contact or otherwise communicate with currently registered but non-enrolled students and contact or otherwise communicate with LSC students currently enrolled and offer additional classes. Communication may include phone calls, and/or written communications, email, or text message based on the student’s preferences.

In compliance with Texas Education Code §44.031 (a), a Request for Proposals (“RFP”) #539 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; location and enhanced services and completeness and thoroughness of response.

Fiscal Impact: $270,000 for this purchase is included in the FY 2018-External Affairs operating budget. Funds for subsequent years will be included in future proposed budgets.

Staff Resource: Amos McDonald 832-813-6621
Jennifer Olenick 832-813-6512
Financial Report and Consideration No. 15  (ACTION ITEM 16)  Board Meeting 12-7-17

Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of Lone Star College (the “College”) to Purchase Heat, Ventilation, Air Conditioning (“HVAC”) Instructional Equipment for Lone Star College-North Harris (“LSC-North Harris”) Construction and Skilled Trades 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 Control Systems Solutions, Inc., 800 Town and Country Boulevard, Houston, TX 77024, to purchase HVAC instructional equipment in a sum not exceeding $279,130. If negotiations cease for any reason with Control Systems Solutions, Inc., 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: This equipment shall be used as visual and functional instructional aids in training students in the operation of HVAC controls.

In compliance with Texas Education Code §44.031 (a), a Request for Proposals (“RFP”) #546 was publicly advertised and two responses were received. The evaluation of the proposals were conducted based on cost, qualifications, experience, and service needs met; references; quality of services; the extent to which certified historically underutilized business (“HUB”), minority and/or veteran or women-owned business are utilized; past performance; long-term cost; and enhanced services/completeness and thoroughness of response.

Fiscal Impact: $279,130 for these purchases are available from the General Obligation Bonds, Series 2015A.

Staff Resource: Gerald Napoles 281-618-5444
Jennifer Olenick 832-813-6512

Exhibit "Y"
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 the Adobe Creative Cloud–EchoSign Enterprise Bundle

Chancellor’s Recommendation: That the Board of Trustees approve the purchase of the Adobe Creative Cloud–EchoSign Enterprise Bundle from Journey Ed.com, 5212 Tennyson Parkway, Suite 130, Plano, TX 75024, in a sum not exceeding $793,212 over a three year period.

Rationale: Adobe Master Creative Suite is used across the College for academic programs. In addition, some of the products, such as Adobe Acrobat, are used by employees.

In order to reduce cost, many Texas community colleges partnered with the Texas Community College Teachers Association Consortium to purchase products at a reduced rate. As additional colleges have joined the Consortium Adobe purchase, the price for each license has decreased and is reflected in the contract.

By joining the Consortium Enterprise Level Agreement (“ELA”), the College will save significant dollars. Through this agreement, the College will pay $52 per seat. Upon the expiration of the term, LSC will renegotiate the FTE base ELA agreement for future years if this method of purchase still provides the best value. The agreement will also allow employees to use the software at home at no additional cost.

Adobe Sign is a cloud-based, enterprise-class e-signature service that lets you replace paper and ink signature processes with fully automated electronic signature workflows. The previous Adobe license agreement included this service in the price per seat price but this year it is broken out as an individual line item so the College can take advantage of the lower price by purchasing additional transactions at $1.00 per transaction. This agreement includes an initial purchase of 3000 transactions.

This purchase is in compliance with the Texas Education Code 44.031 (a, 4) which allows the use of inter-local contracts. The purchase from JourneyEd.com is being conducted through the Texas Community College Teachers Association (TCCTA).

Fiscal Impact: Funds for this purchase are included in the FY 2018 LSC-College Services operating budget. Funds for subsequent fiscal years will be included in future proposed budgets.
Staff Resource:  
Link Alander  
Jennifer Olenick  
832-813-6832  
832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Purchase Additional Armored Car Services on Behalf of Lone Star College (the “College”)

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to purchase additional armored car services with Dunbar Armored, Inc., 6056 Westview, Houston, Texas 77055 for a sum not exceeding $35,000 for a revised sum not exceeding $160,000 over a five-year period.

Rationale: At the February 6, 2014 meeting, the Board of Trustees approved Dunbar Armored, Inc. to provide armored car services for the College through a Request for Proposals process in compliance with the Texas Education Code § 44.031. The contract was awarded for a sum not exceeding $140,000 over a five-year period.

This request is the result of Dunbar Armored’s proposed rate increase for 2017 and 2018 and anticipated services required for any future college locations.

Fiscal Impact: Funds for this purchase are included in the FY 2018 LSC-Financial Operations and Facilities budget. Funds for subsequent fiscal years will be included in future proposed budgets.

Staff Resource: Jennifer Olenick 832-813-6512
Financial Report and Consideration No. 18  (ACTION ITEM 19)  Board Meeting 12-7-17

Request: Consideration of Approval to Authorize the Chancellor or Designee to Purchase Additional Utility Accounting Software Solution Services on Behalf of Lone Star College (the “College”)

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to purchase additional utility accounting software solution services with EnergyCap, Inc. (dba ECI), 110 Radnor Road, Suite 101, State College, PA 16801 in a sum not exceeding $20,000 for a total revised sum not exceeding $114,000 over a five-year period. The current contract expires in August 2018.

Rationale: This purchase was made in compliance with Texas Education Code 44.031 (a). A Request for Proposals (“RFP”) #265 was issued to five qualified vendors and three responses was received. The purchase did not require Board approval.

On August 12, 2013, the College approved the purchase of utility accounting software solution for a sum not to exceed $84,344.

On December 15, 2015, an amendment was approved to the contract allowing additional services. As of August 15, 2017, the total spend was $93,730.

The utility accounting software solution is used to track, manage, process invoices, benchmark, analyze, and verify the accuracy of the college’s utility bills (electric, natural gas, water & sewer, and chilled water).

The request for additional services will exceed the Board approval threshold of $100,000 and will require the Board’s approval.

Fiscal Impact: Funds for this purchase are included in the FY2018 LSC-Financial Operations and Facilities operating budget. Funds for subsequent years will be included in future proposed budgets.

Staff Resource: Jennifer Olenick 832-813-6512
Request: Consideration of Approval for Lone Star College (the “College”) to Increase Tuition Cost Per Hour of English as a Second Language (“ESL”) Workforce Non-Credit Classes Not Linked to Credit from $3.00 to $4.00 Per Contact Hour Effective Summer 2018

Chancellor’s Recommendation: That the Board of Trustees approve increasing the tuition for ESL non-credit stand-alone classes beginning in Summer 2018.

Rationale: The College requests approval to increase the tuition per hour of ESL non-credit classes not linked to credit for the following reasons:

- The salary of ESL non-credit instructors increased in Spring 2016 from $32.00 to $41.75 per contact hour.
- Lone Star College has not increased tuition for ESL Workforce non-credit classes for more than seven years. Lone Star College has a large number of ESL non-credit students and has been approved again to manage the Texas Workforce Commission AEL grant to provide funding for those students who cannot afford to pay for ESL classes.
- Private schools are charging approximately $7 per contact hour in Houston.
- The cost of a private ESL tutor ranges between $35 and $45 per hour per student.

Fiscal Impact: The proposed increase in tuition cost per hour would help to cover the increased instructor salary. No additional funding is requested.

Staff Resource: Mario K. Castillo 832-813-6655
Request: Consideration of Approval for Lone Star College (the “College”) to Increase the Tuition Cost Per Hour of GED Test Preparation Classes (Non-Credit) from $3.00 to $4.00 Effective Summer 2018

Chancellor’s Recommendation: That the Board of Trustees approve increasing the tuition for GED test preparation classes (Non-Credit) beginning in Summer 2018.

Rationale: The College requests approval to increase the tuition per hour of GED test preparation non-credit classes for the following reasons:

- The salary of GED instructors increased in Spring 2016 from $24.85 to 34.83 per contact hour.
- Lone Star College has not increased GED test preparation courses for over seven years.
- Lone Star College has a large number of GED non-credit students and has been approved again to manage the Texas Workforce Commission AEL grant to provide funding for those students who cannot afford to pay the GED classes.
- The cost of a private GED tutor charge among $35.00 to $45.00 per hour per student.

Fiscal Impact: No additional funding is requested.

Staff Resource: Mario K. Castillo 832-813-6655
Financial Report and Consideration No. 21 (ACTION ITEM 22)  Board Meeting 12-7-17

Request: Consideration of Approval for Lone Star College (the “College”) to Increase Tuition for the 16-Hour Discovery College Non-Credit Summer Youth Classes from $97/week to $115/week Effective Summer 2018

Chancellor’s Recommendation: That the Board of Trustees approve increasing the tuition for the 16-hour Discovery College non-credit summer youth classes beginning in Summer 2018.

Rationale: The College requests approval to increase the tuition for Discovery College classes for the following reasons:

- There has been an increase in the rate of pay from $26.65 to $29.34 for adjunct instructors teaching Discovery College classes.
- The tuition for Discovery College has not increased in several years.
- Area market research of comparable programs indicate that summer youth camps in the College service area cost much more than the current tuition.
- The cost of the consumable supplies increases each year.
- Lone Star College non-credit leaders will work with the LSC Foundation and college presidents to explore alternative funding for low-income families.

Fiscal Impact: The proposed increase in tuition ensures adequate coverage for increasing instructor fees and supply costs while expanding the program. No additional funding is required.

Staff Resource: Mario K. Castillo  832-813-6655
Financial Report and Consideration No. 22 (ACTION ITEM 23) Board Meeting 12-7-17

Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Lease Agreement on Behalf of Lone Star College (the “College”) with Advanced Therapies L.L.C. for Lone Star College-Kingwood (“LSC-Kingwood”) Dental Programs

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute a lease agreement on behalf of the College with Advanced Therapies L.L.C., 23750 FM 1314, Porter, Texas 77365 for 4,400 RSF lease space at fair or market value in a sum not exceeding $220,000. This lease agreement is for a 24 month term, to commence January 1, 2018 or the date of occupancy, and continuing through December 31, 2019.

Rationale: As a result of Hurricane Harvey, approximately 80% of LSC-Kingwood was flooded. This leased space will serve as a temporary location for dental hygiene classrooms to provide training space while the campus is restored and made ready for occupancy. Commercial spaces in the Kingwood area are short in supply and high in demand as a result of the recent flood.

Fiscal Impact: Up to $220,000 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 operation fund cash reserves, in this order.

Staff Resource: Jennifer Olenick 832-813-6512
Financial Report and Consideration No. 23  (ACTION ITEM 24)  Board Meeting 12-7-17

Request: Consideration of Approval to Authorize the Chancellor or Designee to Execute a Contract on Behalf of Lone Star College (the “College”) with Millennium Project Solutions Inc. for Emergency Construction Services for Lone Star College-Kingwood (“LSC-Kingwood”) Dental Hygiene Building

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to execute a contract on behalf of the College with Millennium Project Solutions Inc., 14026 FM 2100, Suite C, Crosby, Texas 77532 for construction services for the LSC-Dental Hygiene lease space, authorizing the Chancellor or designee to approve a turnkey sum not to exceed $275,000.

Rationale: This project requires interior build out of approximately 4,400 square feet of existing shell space in the Advanced Therapies L.L.C. building to accommodate Kingwood dental hygiene program that was housed at the Kingwood campus prior to Hurricane Harvey. The project entails fit-out of space to provide a classroom, labs, offices and a clinic area.

Emergency purchase authority was utilized to secure a temporary location for students and staff to begin the new semester January 16, 2018. Commercial lease space in the Kingwood area is in short supply and in high demand as a result of the recent flood.

Fiscal Impact: Up to $275,000 for these purchases are available from Fund 35. Subsequent reimbursement of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, Bonds funds as deemed appropriate, and operating fund cash reserves, in this order.

Staff Resource: Jennifer Olenick  832-813-6512

Exhibit "gg"

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

Rationale: The CAFR for the fiscal years ended August 31, 2017 and 2016 and the independent auditors’ reports thereon are presented for Board approval and acceptance. The independent auditing firm of Whitley Penn has issued an unmodified or “clean” opinion on the College’s financial statements and federal financial assistance programs. As required by the Texas Administrative Code (19 Tex. Admin. Code § 13.62(c)), the CAFR should be filed with various state agencies by January 1, 2018.

The reports are scheduled to be reviewed by the Board of Trustees Audit and Finance Committee prior to the December 7, 2017 Board meeting.

Fiscal Impact: None.

Staff Resource: Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Purchase Additional Emergency Mitigation, Remediation, and Restoration Services for Lone Star College-Kingwood (“LSC-Kingwood”)

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to purchase additional emergency mitigation, remediation, and restoration services for LSC-Kingwood from Blackmon Mooring, 10511 Kipp Way #400, Houston, Texas 77099 in a sum of $3,083,916 for a revised total sum not exceeding $8,897,613.

Rationale: On April 7, 2016, the Board of Trustees approved additional master service agreements with a pool of vendors providing fire protection, finishing and painting, restoration and remediation, and flooring services for facility related minor projects, maintenance, repairs, and inspection services for the College for a sum not exceeding $10,000,000 for a five-year period through a formal Competitive Sealed Proposal process in compliance with Texas Government Code 2269.401. Blackmon Mooring is an approved master service agreement vendor.

At the November 2, 2017 meeting, the Board of Trustees ratified the purchase of emergency mitigation, remediation, and restoration services at LSC-Kingwood from Blackmon Mooring for a sum not exceeding $5,813,697.

The time and materials cost originally projected in early September 2017 were compiled based on visual walk through. As work progressed, additional scope was determined, including work in the maintenance and storage buildings, remediation of sheetrock behind interior brick walls, and extended time for the rental of dehumidification equipment through mid-November.

Fiscal Impact: Up to $8,897,613 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 operation fund cash reserves, in this order.

Staff Resource: Jennifer Olenick 832-813-6512
Financial Report and Consideration No. 26 (ACTION ITEM 27)  Board Meeting 12-7-17

Request: Consideration of Ratification of an Amendment to the Contract on Behalf of Lone Star College (the “College”) with the Lone Star College-Kingwood (“LSC-Kingwood”) Architectural Firm to Purchase Additional Emergency Design Services

Chancellor’s Recommendation: That the Board of Trustees ratify the emergency purchase of design services for LSC-Kingwood from Autoarch Architects, 6200 Savoy, Houston, TX 77036 in a sum not exceeding $126,200.

Rationale: This work was required to have classrooms and support space designed for construction. This work is required due to flood damage as a result of Hurricane Harvey in six of nine buildings on the LSC-Kingwood campus. This purchase was deemed an emergency because the lead time to complete a qualification process would be six to eight weeks which would delay the campus occupying classroom space.

At the July 10, 2017 meeting, the Board of Trustees approved architectural services for LSC-Kingwood, LSC-Montgomery, and LSC-University Park through a formal Request for Qualifications process in compliance with Texas Government Code 2254.004. Autoarch Architects was selected to provide architectural services for LSC-Kingwood Phase II construction projects.

Fiscal Impact: $126,200 for these purchases are available from Fund 35. Subsequent reimbursement of Fund 35 will occur from insurance proceeds, FEMA Public Assistance proceeds, bonds funds as deemed appropriate, and operating fund cash reserves, in this order.

Staff Resource: Jennifer Olenick  832-813-6512
Request: Consideration of Ratification of an Amendment to the Contract on Behalf of Lone Star College (the “College”) with Communities in Schools of Houston, Inc. ("CISH") for Professional Support Services

Chancellor’s Recommendation: That the Board of Trustees ratify an amendment to the Contract for Professional Support Services with Communities in Schools of Houston, Inc. (CISH) 1235 North Loop West, Suite 300, Houston, TX 77008, in a sum not exceeding $345,508. This Amendment was signed on September 8, 2017.

Rationale: CISH is a nonprofit organization that specializes in serving at-risk students. CISH provides services to students who are at risk, including students who are in family conflict or emotional crisis, of dropping out of school or developing potentially destructive behavioral traits. The program establishes goals, objectives and measures including performance goals, improvement in student behavior, academic achievement, promotion, graduation, retention and decreasing drop-out rates.

The Board previously authorized the Chancellor or designee to enter into an agreement with CISH and renew the agreement for a longer term if CISH provided satisfactory services. Under this authority, the College recently renewed this agreement with CISH to provide student support services at Lone Star College-North Harris.

The College is anticipating the need for additional student support services because of the recent catastrophic events. Specifically, in the immediate aftermath of Harvey the College anticipated the need for certain services on an emergency basis including access to mental health professionals. The College therefore executed an amendment with CISH to increase its service’s scope.

In compliance with Texas Education Code Section 44.031, this purchase is conducted through the use of an inter-local agreement with CISH.

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

Staff Resource: Alicia Harvey-Smith 832-813-6648
Jennifer Olenick 832-813-6512
Financial Report and Consideration No. 28 (ACTION ITEM 29)  Board Meeting 12-7-17

Request: Consideration of Ratification of the Contract as Amended to Purchase Disaster Recovery Consultant Services for Lone Star College (the “College”)

Chancellor’s Recommendation: That the Board of Trustees ratify the contract, as amended, to purchase disaster recovery consultant services on behalf of the College with GP Strategies, Inc., located at 11000 Broken Land Parkway, Suite 200, Columbia, Maryland, 21044, in a sum not exceeding $468,000 for a contract period not exceeding one year.

Rationale: Professional consulting services are required to maximize and expedite reimbursement from FEMA Public Assistance grants and property insurance claims. The consultant will assist the College with the initial FEMA assistance application process and will also assist the College’s Purchasing team with formal bid processes required for longer term recovery.

Pricing under the College’s contract with GP Strategies, Inc. for the needed consulting services was determined under GP Strategies, Inc.’s contract with the Houston-Galveston Area Council (“HGAC”), Contract #HP08-17. A market analysis was completed to determine best value.

The contract was amended once after execution; therefore, the College’s request is for the Board to ratify the contract as amended.

Fiscal Impact: Up to $468,000 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 operation fund cash reserves, in this order.

Staff Resource: Jennifer Olenick 832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or designee to Negotiate and Execute an Interlocal Agreement with the City of Humble to transfer a Firetruck to Lone Star College (the “College”) for Training of Firefighters at LSC-Kingwood for a period of not less than six months.

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute a Used Property Agreement on behalf of the College with the City of Humble, 114 W. Higgins, Humble, Texas 77338 to transfer a 1999 Ford F-350 Super Duty Cascade Truck (“Truck”) and Associated Equipment, Vehicle Identification Number 1 FTSW30F4XED76534, to LSC-Kingwood for training of firefighters at the LSC-Kingwood campus for at least six months. The Associated Equipment includes Code 3 Siren, Salvage Cover, Jumper Cables, Army Shovel, Pick Head Axe, Flat Head Axe, Halligan Bar, Sheet Rock Tool, Short Hook Tool, Ranch Hand Bumper and Arrowstick Traffic Indicator. The College is responsible for pickup, transport, refurbishing, repairing, restoring, and retitling the transferred Truck and Associated Equipment.

Rationale: This transaction represents a transfer of equipment between two political subdivisions of the State of Texas—from the City of Humble to the College. The consideration for the transfer is that the College agrees to use the Truck for public purposes, including training of firefighters for at least six months. No monetary consideration is due to the City of Humble. Heavy equipment such as a fire truck is necessary to provide hands-on training to fire science students. The cost to purchase a new firetruck begins at $300,000 and increases with each piece of equipment and feature that is added. This transfer will provide a means for training fire science students without requiring a large capital outlay to purchase the equipment.

The City of Humble has elected to transfer the truck to the College; therefore, the College did not implement a purchasing process.

Fiscal Impact: Costs for pickup, transport, refurbishing, repairing, restoring, and retitling the Truck and Associated Equipment will be funded with LSC-Kingwood FY 2018 operating budget.

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

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

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

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

Staff Resource: Mario K. Castillo 832-813-6655
<table>
<thead>
<tr>
<th>Name</th>
<th>Job Title</th>
<th>Not-to-Exceed Contract Sum</th>
<th>Hire Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benoit, Jason</td>
<td>Project Director, Facilities</td>
<td>$75,000</td>
<td>10-16-17</td>
</tr>
<tr>
<td>Cartes, Robert</td>
<td>Director, Enterprise Resource Planning</td>
<td>$115,054</td>
<td>10-16-17</td>
</tr>
<tr>
<td>Gogu, Longin</td>
<td>Associate Vice Chancellor, Enterprise Applications</td>
<td>$135,952</td>
<td>10-16-17</td>
</tr>
<tr>
<td>Huechtker, Troy</td>
<td>Professor, Art</td>
<td>$72,476</td>
<td>9-1-17</td>
</tr>
<tr>
<td>Mortensen, Quinn</td>
<td>Executive Director, College Relations</td>
<td>$84,502</td>
<td>10-2-17</td>
</tr>
<tr>
<td>Rodriguez, Lenin</td>
<td>Director, Portal</td>
<td>$98,554</td>
<td>10-16-17</td>
</tr>
</tbody>
</table>
The financial statements for the month ended October 31, 2017 are presented for Board review.
ACTUAL REVENUES AS A % OF BUDGET
10/1 THROUGH 10/31

- 2013-14: 21.9%
- 2014-15: 21.7%
- 2015-16: 20.4%
- 2016-17: 21.0%
- 2017-18: 20.3%
### Statement of Revenues and Expenditures
#### General and Auxiliary Funds
**YTD October 31, 2017**
*Unaudited*

<table>
<thead>
<tr>
<th></th>
<th>PRIOR YEAR</th>
<th>% ACTUAL</th>
<th>FORECASTED VARIANCE</th>
<th>PRIOR YEAR TO BUDGET</th>
<th>% ACTUAL TO BUDGET</th>
<th>FISCAL YTD</th>
<th>% ACTUAL TO BUDGET</th>
<th>PRIOR YEAR TO BUDGET</th>
<th>% ACTUAL TO BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>State Appropriations</td>
<td>$77,952,734</td>
<td>$17,752,466</td>
<td>$18,717,372</td>
<td>24.0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuition and Fees</td>
<td>126,435,957</td>
<td>50,902,287</td>
<td>53,804,033</td>
<td>42.6%</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Taxes</td>
<td>152,113,453</td>
<td>1,130,886</td>
<td>283,543</td>
<td>0.2%</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Investments</td>
<td>651,988</td>
<td>59,685</td>
<td>140,170</td>
<td>21.5%</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Other</td>
<td>5,208,959</td>
<td>845,008</td>
<td>887,321</td>
<td>17.0%</td>
<td></td>
<td></td>
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<tr>
<td>Total Current Operations Revenues</td>
<td>362,363,091</td>
<td>70,690,332</td>
<td>73,832,439</td>
<td>20.4%</td>
<td></td>
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</tr>
<tr>
<td>Auxiliary Revenues</td>
<td>11,370,000</td>
<td>2,449,827</td>
<td>2,078,002</td>
<td>18.3%</td>
<td></td>
<td></td>
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<tr>
<td>Total Revenues</td>
<td>373,733,091</td>
<td>73,140,159</td>
<td>75,910,441</td>
<td>20.3%</td>
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<tr>
<td><strong>EXPENDITURES:</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instruction-Academic</td>
<td>94,615,673</td>
<td>14,635,674</td>
<td>14,003,952</td>
<td>14.8%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instruction-Workforce</td>
<td>30,694,673</td>
<td>5,715,235</td>
<td>5,411,827</td>
<td>17.6%</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Public Service</td>
<td>571,909</td>
<td>115,704</td>
<td>61,080</td>
<td>10.7%</td>
<td></td>
<td></td>
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<tr>
<td>Academic Support</td>
<td>54,561,304</td>
<td>7,316,985</td>
<td>7,049,966</td>
<td>12.9%</td>
<td></td>
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<tr>
<td>Student Services</td>
<td>47,487,007</td>
<td>6,530,677</td>
<td>6,294,385</td>
<td>13.3%</td>
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<tr>
<td>Institutional Support</td>
<td>41,008,073</td>
<td>4,976,980</td>
<td>4,515,478</td>
<td>13.6%</td>
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<tr>
<td>Plant Operation and Maintenance</td>
<td>37,508,460</td>
<td>5,665,457</td>
<td>4,007,241</td>
<td>10.7%</td>
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<tr>
<td>Staff Benefits</td>
<td>34,464,281</td>
<td>5,109,688</td>
<td>5,110,942</td>
<td>14.8%</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Total Educational and General Expenditures</td>
<td>340,911,380</td>
<td>50,066,400</td>
<td>46,454,871</td>
<td>13.6%</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Prior Year Repair, Replacement and Other</td>
<td>11,370,000</td>
<td>2,084,348</td>
<td>1,455,480</td>
<td>12.8%</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Internally Designated</td>
<td>-</td>
<td>38,278</td>
<td>-</td>
<td>0.0%</td>
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<tr>
<td>Auxiliary</td>
<td>11,370,000</td>
<td>2,084,348</td>
<td>2,078,002</td>
<td>18.3%</td>
<td></td>
<td></td>
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<tr>
<td>Total Expenditures</td>
<td>352,281,380</td>
<td>52,189,026</td>
<td>47,910,351</td>
<td>13.6%</td>
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<tr>
<td>Reserves</td>
<td>0</td>
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<td></td>
<td></td>
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<tr>
<td>Other Changes - Debt Service Transfers</td>
<td>8,500,000</td>
<td>2,149,481</td>
<td>2,214,813</td>
<td>13.3%</td>
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<tr>
<td>Other Changes - R&amp;R Transfers</td>
<td>5,470,000</td>
<td></td>
<td>5,470,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Total Expenditures &amp; Transfers</td>
<td>366,251,380</td>
<td>54,338,507</td>
<td>55,595,164</td>
<td></td>
<td></td>
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<tr>
<td><strong>NET INCREASE IN FUND BALANCES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Funds</td>
<td>7,481,711</td>
<td>18,436,173</td>
<td>19,692,755</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Auxiliary Funds</td>
<td>-</td>
<td>365,479</td>
<td>622,522</td>
<td></td>
<td></td>
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<tr>
<td><strong>TOTAL NET INCREASE IN FUND BALANCES</strong></td>
<td>$7,481,711</td>
<td>$18,801,652</td>
<td>$20,315,277</td>
<td></td>
<td></td>
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<tr>
<td><strong>LONG TERM CASH RESERVES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revised Forecasted Net Increase in Fund Balance</td>
<td>$7,481,711</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2018 &quot;One-Time&quot; Cash Transactions</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning Cash Reserves, 9/1/2017</td>
<td>52,038,576</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forecasted Cash Reserves, 8/31/2018</td>
<td>$59,520,287</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>LONG TERM CASH RESERVES AS A % OF BUDGETED EXPENDITURES</strong></td>
<td></td>
<td>16.9%</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
# LONE STAR COLLEGE

**Balance Sheet**  
**October 31, 2017**  
**Unaudited**

## ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>General &amp; Auxiliary</th>
<th>Restricted</th>
<th>GASB Reporting Totals</th>
<th>Memorandum Totals</th>
<th>Memorandum Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, cash equivalents &amp; investments</td>
<td>$64,357,734</td>
<td>$226,477,710</td>
<td>$290,835,444</td>
<td>$148,040,288</td>
<td></td>
</tr>
<tr>
<td>Accounts receivable, net</td>
<td>24,382,928</td>
<td>4,484,418</td>
<td>3,817,428</td>
<td>32,684,774</td>
<td>32,917,956</td>
</tr>
<tr>
<td>Prepaid and deferred expenses</td>
<td>24,318</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>24,318</td>
</tr>
<tr>
<td>Inventories, at cost</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Capital assets, net</td>
<td>-</td>
<td>-</td>
<td>846,173,790</td>
<td>805,222,586</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>88,764,980</td>
<td>230,962,128</td>
<td>849,991,218</td>
<td>1,169,718,326</td>
<td>1,000,960,376</td>
</tr>
<tr>
<td>Deferred Outflows</td>
<td>-</td>
<td>-</td>
<td>18,373,377</td>
<td>21,100,577</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ASSETS AND DEFERRED OUTFLOWS</strong></td>
<td>$88,764,980</td>
<td>$230,962,128</td>
<td>$868,364,595</td>
<td>$1,188,091,703</td>
<td>$1,022,060,953</td>
</tr>
</tbody>
</table>

## LIABILITIES AND FUND BALANCES

<table>
<thead>
<tr>
<th>Description</th>
<th>General &amp; Auxiliary</th>
<th>Restricted</th>
<th>GASB Reporting Totals</th>
<th>Memorandum Totals</th>
<th>Memorandum Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts payable &amp; Accrued Absences Payable</td>
<td>$5,670,924</td>
<td>$12,691,618</td>
<td>$18,362,542</td>
<td>$16,157,983</td>
<td></td>
</tr>
<tr>
<td>Deferred revenues</td>
<td>4,337,320</td>
<td>4,080,227</td>
<td>-</td>
<td>6,986,397</td>
<td>6,984,881</td>
</tr>
<tr>
<td>Accrued interest payable</td>
<td>-</td>
<td>6,986,397</td>
<td>-</td>
<td>-</td>
<td>6,986,397</td>
</tr>
<tr>
<td>Bonds payable</td>
<td>-</td>
<td>-</td>
<td>791,485,173</td>
<td>5,590,065</td>
<td></td>
</tr>
<tr>
<td>Net Pension Liability</td>
<td>-</td>
<td>-</td>
<td>62,494,141</td>
<td>51,162,604</td>
<td></td>
</tr>
<tr>
<td>Assets held in custody for others</td>
<td>-</td>
<td>7,758,722</td>
<td>-</td>
<td>-</td>
<td>6,974,283</td>
</tr>
<tr>
<td>L/T Due to Other Local Government</td>
<td>-</td>
<td>16,343,462</td>
<td>-</td>
<td>-</td>
<td>16,343,462</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td>10,008,244</td>
<td>47,860,426</td>
<td>853,979,314</td>
<td>765,957,032</td>
<td></td>
</tr>
<tr>
<td>Deferred Inflows</td>
<td>-</td>
<td>6,928,759</td>
<td>10,662,554</td>
<td>23,436,941</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES AND DEFERRED INFLOWS</strong></td>
<td>10,008,244</td>
<td>54,789,185</td>
<td>864,641,868</td>
<td>789,393,973</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL FUND BALANCES</strong></td>
<td>78,756,736</td>
<td>176,172,943</td>
<td>3,722,727</td>
<td>232,666,980</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES</strong></td>
<td>$88,764,980</td>
<td>$230,962,128</td>
<td>$868,364,595</td>
<td>$1,188,091,703</td>
<td>$1,022,060,953</td>
</tr>
</tbody>
</table>

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

Subject to Change pending completion of the August 31, 2017 audit.
## LONE STAR COLLEGE
### SUMMARY OF OPERATING FUNDS
#### AS OF OCTOBER 31, 2017

### OPERATING FUNDS 10/31/2017

<table>
<thead>
<tr>
<th>OPERATING CASH</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>POOLS</td>
<td>$15,510,783</td>
</tr>
<tr>
<td>MONEY MARKET ACCOUNTS</td>
<td>1,805,665</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CASH RESERVES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>US GOVT. AGENCIES</td>
<td>$34,822,755</td>
</tr>
<tr>
<td>MUNICIPAL BOND</td>
<td>4,222,370</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash Reserves - Subtotal</th>
<th>$39,045,125</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$56,361,573</td>
</tr>
</tbody>
</table>

LONE STAR COLLEGE
SUMMARY OF OPERATING FUNDS
AS OF OCTOBER 31, 2017

OPERATING FUNDS 10/31/2017

<table>
<thead>
<tr>
<th>OPERATING CASH</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>POOLS</td>
<td>$15,510,783</td>
</tr>
<tr>
<td>MONEY MARKET ACCOUNTS</td>
<td>1,805,665</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CASH RESERVES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>US GOVT. AGENCIES</td>
<td>$34,822,755</td>
</tr>
<tr>
<td>MUNICIPAL BOND</td>
<td>4,222,370</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash Reserves - Subtotal</th>
<th>$39,045,125</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$56,361,573</td>
</tr>
</tbody>
</table>
# Balance Sheet
**Fund 35 Harvey Recovery**  
**As of 10.31.2017**  
*Unaudited*

<table>
<thead>
<tr>
<th>All Locations</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
</tr>
<tr>
<td>Cash &amp; Cash Equivalents</td>
<td>$6,345,835</td>
</tr>
<tr>
<td>Accounts receivable, net</td>
<td>750,025</td>
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<tr>
<td>Prepaid and deferred expenses</td>
<td>(83,252)</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>7,012,608</strong></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LIABILITIES AND FUND BALANCES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>LIABILITIES:</strong></td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>$83,849</td>
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<tr>
<td>Deferred Revenue</td>
<td>6,928,759</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td><strong>7,012,608</strong></td>
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<table>
<thead>
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<tbody>
<tr>
<td><strong>TOTAL FUND BALANCE</strong></td>
<td></td>
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<tr>
<td><strong>TOTAL LIABILITIES AND FUND BALANCE</strong></td>
<td><strong>$7,012,608</strong></td>
</tr>
</tbody>
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# LONE STAR COLLEGE

Statement of Revenues and Expenditures  
Fund 35 Harvey Recovery  
PROFORMA from inception to 10.31.2017  
Unaudited

<table>
<thead>
<tr>
<th></th>
<th>System Office</th>
<th>North Harris</th>
<th>Kingwood</th>
<th>Tomball</th>
<th>Montgomery</th>
<th>CyFair</th>
<th>University Park</th>
<th>UP SO</th>
<th>Grand Total</th>
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<tbody>
<tr>
<td><strong>REVENUES:</strong></td>
<td></td>
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<td>Revenue</td>
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<td>-</td>
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<td>3,076,028</td>
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<td>Total Revenues</td>
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<td>-</td>
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</thead>
<tbody>
<tr>
<td><strong>EXPENDITURES:</strong></td>
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<tr>
<td>Buildings</td>
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<td>2,566</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>Total Expenditures</td>
<td>$ 99,888</td>
<td>3,079</td>
<td>2,916,200</td>
<td>1,235</td>
<td>4,716</td>
<td>25,782</td>
<td>25,110</td>
<td>17</td>
<td>3,076,028</td>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>FUND BALANCE - Increase (Decrease)</strong></td>
<td></td>
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<tr>
<td>$ 2,976,140</td>
<td>(3,079)</td>
<td>(2,916,200)</td>
<td>(1,235)</td>
<td>(4,716)</td>
<td>(25,782)</td>
<td>(25,110)</td>
<td>(17)</td>
<td>-</td>
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<td>Encumbrances</td>
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<td>20,359</td>
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<td><strong>ADJUSTED FUND BALANCE</strong></td>
<td>$ 2,837,118</td>
<td>(3,079)</td>
<td>(3,690,178)</td>
<td>(1,235)</td>
<td>(19,716)</td>
<td>(46,141)</td>
<td>(105,146)</td>
<td>(1,517)</td>
<td>(1,029,895)</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 November 2, 2017

2014 General Obligation Bond Program Projects Summary

LSC-CyFair
- **Instructional and Student Life Building - CASE:** Project is complete and classes are in progress. Dedication date of the building was November 10th.
- **Westway Park Information Technology & Visual Communications Satellite Center:** Competitive Seal Proposals were received October 5th. Submittal Review Committee made recommendations to the Board for approval at the December 7th Board Meeting.
- **Fairbanks Center Roofing Replacement:** Project publically advertised to be bid December 12th. Recommendation of successful respondent is slated to be made at February Board.

LSC-Kingwood
- **Student Services Center Expansion:** The new expansion has opened for occupancy. Installation of all equipment and furniture is complete. The site passed TAS inspection. Final punch list items, project closeout, and warranty work are underway.
- **Kingwood Pilot Plant:** Site work in progress. There are no issues at this time. This facility is slated for an expected Spring 2018 opening.
- **Fire Training Facility:** Architect preparing site construction documents for placement of the facility and for pricing to formalize total project cost. Preparing bid documents for site survey.
- **Process Technology Center:** Exterior site and building envelope are 99% complete. Interior is approximately 99% complete. Site received permanent power on Monday, October 23rd. There are expected delays due to the storm to get the power and manpower for various trades. The substantial completion is dependent upon an operational monitoring system for the fire alarm. The situation is being monitored on a daily basis. A combined opening is planned for the Process Technology Center and the Kingwood Pilot Plant for January 2018.

LSC-North Harris
- **Construction & Skilled Trades Technology Center:** The project is complete and occupied with classes being held for the current semester. There is additional work required by LSC to integrate the specialty equipment used as instructional aids into the building. MEP systems have been commissioned and are fully functional.
- **East Aldine Satellite Center:** Revisions to the construction documents to address code and program changes are underway. Proposal documents will be released later this month. Anticipated cost increases for the facility will need to be reviewed and approved by both Lone Star College and Aldine Independent School District. A GMP will be brought to the LSC Board for action in February or March 2018.
- **Central Plant Renovations:** Contractor procurement is scheduled for Board approval in February 2018.
Transportation Institute: The property has been acquired and programming completed. A draft of the final program document is under review for approval by LSC.

**LSC-Tomball**
- **South Entrance Drive:** Driveway subgrade is 95% complete. Concrete paving work of the drive is 80% complete. The utilities and detention pond scope is 90% complete. Projected completion is December 2017.

**LSC-University Park**
- **Science and Innovation Building:** The building was damaged during Hurricane Harvey by rising water on the first floor. Restoration work is underway in order to allow the facility to be used for classes in January 2018.
- **Buildings 12 & 13 Entrance Canopy and Parking:** Construction has begun with work expected to be completed in April 2018.
- **Library Remodel, Building 12 Level 8:** GC selection was approved at the November Board. Work to begin the 3rd week of December. The expected completion timeframe is Summer 2018.
- **Kitchen Renovation, Commons Building Level 1:** This project is to be issued for competitive sealed proposals in November. A revised expected completion timeframe will be forthcoming.
- **Student Life Renovation, Commons Building Level 2:** CSP Proposal Documents are 95% complete. Documents to be out for proposal by the end of November. Expected completion date is anticipated for Summer 2018.

**System-wide Security Upgrades**
- Satellite center mass communication upgrades are complete. The procurement has been put on hold until further notice.

**Hurricane Harvey Recovery**
- **LSC-Kingwood Main Campus:** Remediation in affected buildings is complete. Building stabilization is underway. Permanent power is being restored. Heating, ventilation and air conditioning repairs are progressing. FEMA assessments are in progress. Design has begun for the reconstruction of space in the flood-impacted buildings. Temporary classroom space – alternatives are being evaluated.