

# **BOARD OF TRUSTEES**

Regular Board Meeting
Thursday, February 10, 2022

2:00 p.m.

Allene Strain Community Room
Of the
Doss Student Center

# WEATHERFORD COLLEGE BOARD OF TRUSTEES February 10, 2022 2 p.m.

### **AGENDA**

A meeting of the Board of Trustees of Weatherford College will be held on Thursday, February 10, 2022 beginning at 2 p.m. in the Allene Strain Community Room of the Doss Student Center, located at 225 College Park Drive, Weatherford, Texas, to consider and act on the posted agenda:

- 1. Call to Order, Invocation and Pledge of Allegiance
- 2. Public Comment for Individuals Not on the Agenda
- 3. President's Report:
  - a. Recognitions
  - b. Employee Notices
  - c. Spring Enrollment Update
- 4. Consent Agenda and Financial Reports:
  - a. Approval of Minutes from the January 13, 2022 Board Meeting
  - b. Financial Reports Ending January 31, 2022
  - c. Approval of Procedures for Acceptance of Electronic Sealed Bids and Proposals
  - d. Budget Amemdment #1
  - e. TASB Policy Update 42
  - f. Buyboard Cooperative Contract Proposal for Replacement of HVAC Units at Coyote Village
  - g. Disposal of Obsolete and Surplus Items Through E-waste Recycling and Online Auction
  - h. Determination of Method that Provides the Best Value for Procurement of Emergency Replacement on Damaged Roof for Gymnasium
- 5. Consideration and Possible Action: Resolution for Utilization of Carter Property
- 6. Reports:
  - a. Academics and Student Services Update
  - b. Proposed 2022-23 Tuition and Fees
  - c. Organizational Leadership Program Update
- 7. Future Agenda Items or Meetings:
  - a. Adoption of 2022-23 Tuition and Fees
  - b. Annual Evaluation and Employment Contract of the College President
- 8. Announcements
- 9. Closed Session:
  - Consult with College Attorney, in Accordance with Government Code 551.071

- b. Deliberate Real Property in Accordance with Government Code 551.072
- c. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, in Accordance with Government Code 551.074
- d. Board of Trustees Completed Self-Assesment in Accordance with Government Code 551.074
- 10. Consideration and Possible Action: Real Property
- 11. Consideration and Possible Action: Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
- 12. Consideration and Possible Action: Completed Board of Trustees Self-Assessment
- 13. Adjourn



# Public Comment for Individuals Not on Agenda



# **President's Report**

- Recognitions
- Employee Notices
- Spring Enrollment Update



# Weatherford College Board of Trustees Consent Agenda

**DATE:** February 10, 2022 **AGENDA ITEM** #4.a.

**SUBJECT:** Minutes from the January 13, 2022 regular meeting.

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**INFORMATION AND DISCUSSION:** None.

**RECOMMENDATION:** That the Board of Trustees reviews and approves the January 13, 2022

minutes as presented.

ATTACHMENTS: Minutes from the January 13, 2022 board meeting.

**SUBMITTED BY:** Theresa Hutchison, Executive Assistant to the President

# WEATHERFORD COLLEGE BOARD OF TRUSTEES MINUTES OF REGULAR MEETING January 13, 2022

The Weatherford College Board of Trustees met in regular session at 12:00 p.m., Thursday, January 13, 2022, in the Allene Strain Community Room of the Doss Student Center. Mr. Smith called the meeting to order. Other trustees present were Dan Carney, Sue Coody, Dr. Trev Dixon, Doug Dowd, Judy McAnally and Secretary Lela Morris. Dr. Robert Marlett was absent. Brent Baker, vice president of institutional advancement, gave the invocation and the Pledge of Allegiance was recited.

Call to Order, Invocation and Pledge of Allegiance

No one spoke for Public Comment.

**Public Comment** 

President Tod Allen Farmer submitted the following recognitions and employee notices:

President's Report

- a. Recognitions -
  - The Texas Higher Education Coordinating Board recently authorized the offering of an Associate of Applied Science degree and Level 1 certificate program in Robotics & Automation Engineering at Weatherford College.
  - Weatherford College Trustee Judy McAnally and Texas
     Health Resources for sponsoring the Weatherford College
     Staff Member of the Year cash award. Dr. Deborah
     Cregger was named staff member of the year, and Nina
     Maniotis was named faculty member of the year.
  - The Emerging Technologies and Workforce Building will be successfully completed under budget within the next two weeks.

### b. Employment Notices –

DMAC (Local) requires the college president to provide the names of contract employees that have resigned or retired since the last board meeting. In accordance with this policy, President Farmer reported the following:

- Dr. Arleen Atkins, Dean of Institutional Effectiveness, retirement effective 12/31/2021
- Thomas Blair, Instructor/Coordinator of Public Safety Fire Academy, retirement effective 5/31/2022
- Rebecca Byrd, Director of Student Services at WCWC, retirement effective 1/31/2022
- Kitty Hollister at WCWC, Custodian, resignation effective 12/3/2021

- Kay Landrum, Interim Executive Dean of Student Services, retirement effective 1/31/2022
- Patricia Murr, Custodian at WCWC, resignation effective 12/17/2021

### c. Enrollment Update -

The enrollment report as of 10 days prior to the first day of the term was 4,400 students, slightly up from the year-to-date 4,101 headcount last year. Projections are for the final Spring 2022 semester enrollment to be around 5,000 students, slightly up from last year. Additionally, for the first time ever in a spring semester, our Coyote Village residence hall is currently filled to capacity.

### Consent Agenda

The recommendation was made for the Board to approve the December 9, 2021 minutes as presented. Attachments: December 9, 2021 Minutes submitted by Theresa Hutchison, executive assistant to the president.

Minutes

The cash balance as of December 31, 2021 is \$63,047,576.05. This is an increase of \$26,141,288.95 from last year at December 31, 2020. The operating statement at December 31, 2021 indicates that total revenues collected are \$40,489,437 or 56.19% of budget. Total expenditures are \$24,177,582 or 33.56% of budget. The recommendation was for the Board to approve the Cash Balance Reports and Operating Statements at December 31, 2021 as presented. Attachments: the Cash Balance Reports and Operating Statements at December 31, 2021 submitted by Dr. Andra R. Cantrell, executive vice president for financial & administrative services.

**Financial Reports** 

The Board of Trustees is asked to consider granting authorization to proceed with a proposal for a new Associate of Applied Science Degree Program in Cardiovascular Sonography to the Texas Higher Education Coordinating Board (THECB) and Southern Association of Colleges and Schools (SACS). The current sonography program has typically received 100 to 200% more applications for entry than it can accommodate. The proposed program will help meet student and workplace demands, incorporating elements from the existing echocardiography and vascular certifications into a unified degree program. The new program will be offered in the evenings, using existing sonography equipment and facilities. *Item submitted by Michael Endy, vice president of academics and student services*.

Cardiovascular Sonography Expansion

Ms. Morris made the motion to approve the Consent Agenda. Mr. Dowd seconded and the motion carried unanimously.

Consent Agenda 790-1 Approved The following reports were submitted to the Board:

a. Academic and Student Services Update submitted by Michael Endy, Vice President of Instruction and Student services Reports

President Farmer discussed the following tentative future agenda items:

Future Agenda Items

**Announcements** 

- Bid Threshold Change Request
- Electronic Bidding Request

Vice President Brent Baker made the following announcements:

- Jan. 17 Home basketball games (5 and 7 p.m.)
- Jan. 17 College closed for Martin Luther King, Jr. Day
- Jan. 18 Spring Semester begins
- Jan. 18 BAAS Org. Leadership Info Session (Boyd Bldg 4 p.m.)
- Jan. 19 Home basketball game (men 6 p.m.)
- Jan. 26 Home basketball games (5 and 7 p.m.)
- Jan. 28 Home baseball game (3 p.m.)
- Jan. 28 Bob Glenn Birthday Celebration (Texas Hall 4 to 6 p.m.)
- Jan. 29 Home baseball games (12 and 3 p.m.
- Feb. 2 Home basketball games (5 and 7:00 p.m.)
- Feb. 4 Home baseball games (2 and 5 p.m.)
- Feb. 5 Home basketball games (2 and 4 p.m.)
- Feb. 5 Home baseball games (2 and 5 p.m.)
- Feb. 5 Home softball games (1 and 3 p.m.)

The Board of Trustees entered into Closed Session at 12:08 p.m. to consult with the college attorney in accordance with Government Code 551.072, to deliberate real property in accordance with Government Code 551.072, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee in accordance with Government Code 551.074, and to deliberate the Board of Trustees Self-Assessment in Accordance with Government Code 551.074.

**Closed Session** 

The Board reconvened in Open Session at 12:26 p.m.

No action was taken regarding Real Estate.

Open Session

Real Estate 790-2 No action

No action was taken regarding Personnel Matters.

Personnel Matters 790-3 No Action No action was taken regarding the Board of Trustees Self-Assessment.

Board of Trustees Self-Assessment

At 12:28 p.m., Ms. Coody made the motion to adjourn the meeting. Ms. Morris seconded and the motion carried unanimously.

Motion to Adjourn 790-4 Approved

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Mac Smith Chair, Board of Trustees

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Lela Morris Secretary, Board of Trustee



# Weatherford College Board of Trustees Consent Agenda

**DATE:** February 10, 2022 **AGENDA ITEM** #4.b. REVISED

**SUBJECT:** Financial Report Ending January 31, 2022

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**INFORMATION AND DISCUSSION:** The cash balance as of January 31, 2022 is \$68,266,912.75. This is an increase of \$21,331,688.46 from last year at January 31, 2021. The operating statement at January 31, 2022 indicates that total revenues collected are \$50,237,214 or 69.72% of budget. Total expenditures are \$29,211,228 or 40.54% of budget.

**RECOMMENDATION:** That the Board approves the financial reports ending January 31, 2022 as presented.

ATTACHMENTS: Cash Balance Reports and Operating Statements at January 31, 2022.

**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice President for Financial & Administrative Services

# WEATHERFORD COLLEGE CASH BALANCE REPORT January 31, 2022

			Payroll &	
Unrestricted Funds	Checking	Investments	Petty Cash	Total
Beginning Balance	20,737,630.68	25,484,520.68	4,045.00	46,226,196.36
Deposits	13,179,847.29	10,006,870.20	-	23,186,717.49
Disbursements	(16,523,106.14)	-	<u>-</u>	(16,523,106.14)
Ending Balance	17,394,371.83	35,491,390.88	4,045.00	52,889,807.71
Unrestricted Funds: Maintenance and Carter	-	Checking Acct 17,394,371.83	Investments 35,491,390.88	Acct Balance 52,885,762.71
Payroll		17,394,371.03	33,491,390.00	J2,00J,702.71 -
Petty cash		4,045.00	-	4,045.00
Sub-total	<del>-</del>	17,398,416.83	35,491,390.88	52,889,807.71
Restricted Funds:	_			_
Scholarships & Loans		\$217,135.59	\$2,818,837.43	\$3,035,973.02
Schropshire Cap. Impr.		\$321,617.89	\$0.00	\$321,617.89
Construction		\$137.01	\$0.00	\$137.01
Debt Service		\$9,399,079.60	\$1,950,752.33	\$11,349,831.93
Interest & Sinking		\$44,545.19	\$0.00	\$44,545.19
Contingency Reserves	<del>-</del>	625,000.00	\$0.00	\$625,000.00
Sub-total	<del>-</del>	10,607,515.28	4,769,589.76	15,377,105.04
Grand Total	_	28,005,932.11	40,260,980.64	68,266,912.75

# **Recap of Investments**

	Current Value	
Investments	1/31/2022	Rate
Prosperity Bank Money Market Account	40,260,980.64	1.40%
Total Investments	40,260,980.64	

# WEATHERFORD COLLEGE STATEMENT OF REVENUES January 31, 2022

		2020-2021			2021-2022	2	
	Amended	Received	% of	Amended	Received		% of
a =	Budget	1/31/2021	Budget	Budget	1/31/2022	Balance	Budget
Operating Revenues Tuition							
In-District Resident	\$ 4,439,035 \$	3,922,246	88.36%	\$ 4,779,591 \$	4,415,505 \$	364,086	92.38%
Out-of District Resident	\$ 5,699,818 \$		89.98%	\$ 6,254,122 \$	5,928,448 \$	325,674	94.79%
Out-of District Resident - EC Granbury	\$ 277,437 \$		88.10%	\$ 302,405 \$	172,341 \$	130,064	56.99%
Out-of District Resident - Wise County	\$ 1,790,949 \$	1,523,212	85.05%	\$ 1,855,016 \$	1,709,037 \$	145,979	92.13%
Non-Resident	\$ 668,503 \$		91.79%	\$ 741,315 \$	878,393 \$	(137,078)	118.49%
Differential Tuition	\$ 864,240 \$		84.88%	\$ 867,840 \$		840,224	102.71%
State Funded Continuing Education	\$ 779,800 \$		47.57%	\$ 555,000 \$	, ,	108,638	80.43%
Non-State Funded Continuing Education	\$ 27,800 \$		69.93%	\$ 21,200 \$		(14,271)	167.32%
Total Tuition	\$ 14,547,582 \$	12,556,213	86.31%	\$ 15,376,489 \$	14,476,929 \$	1,763,315	94.15%
Fees General Fee	\$ 1,982,011 \$	1,752,974	88.44%	\$ 1,957,606 \$	2,342,682 \$	(385,076)	119.67%
Laboratory Fee	\$ 326,104 \$		89.63%	\$ 1,937,000 \$		39,041	88.84%
Total Fees	\$ 2,308,115 \$		88.61%	\$ 2,307,329 \$		(346,035)	115.00%
Allowances and Discounts	Ψ 2,000,110 ψ	2,010,201	00.0170	Ψ 2,007,020 Ψ	Σ,000,001 ψ	(010,000)	110.0070
Bad Debt Allowance	\$ (55,000) \$	-	0.00%	\$ (52,500) \$	- \$	(52,500)	0.00%
Remissions and Exemptions	\$ (1,663,999) \$		65.90%	\$ (1,555,000) \$		(436,118)	71.95%
Total Allowances and Discounts	\$ (1,718,999) \$	(1,096,609)	63.79%	\$ (1,607,500) \$	(1,118,882) \$	(488,618)	69.60%
Additional Operating Revenues							
Federal Grants and Contracts (Operating)	\$ 6,686,445 \$		7.83%	\$ 9,467,708 \$	1,471,162 \$	7,996,546	15.54%
State Grants and Contracts	\$ 5,524 \$		0.00%	\$ 27,245 \$	45,759 \$	(18,514)	167.95%
Non-Governmental Grants	\$ - \$			\$ - \$	- \$	<del>_</del>	
Local Grants & Contracts	\$ 3,518,100 \$		69.65%	\$ 3,539,000 \$		799,941	77.40%
Sales & Services of Educational Activities	\$ 105,000 \$	,	21.38%	\$ 45,500 \$		33,267	26.89%
Investment income - Program Restricted	\$ 48,750 \$	,	20.30%	\$ 54,750 \$ \$ 334.000 \$		37,282	31.91%
Other Operating Revenues  Total Additional Operating Revenues	\$ 315,000 \$ \$ 10,678,819 \$		38.93% 29.30%	\$ 334,000 \$ \$ 13,468,203 \$		186,154 9,034,676	44.27% 32.92%
Auxiliary Income	φ 10,070,019 φ	3,120,090	29.30 /6	φ 13,400,203 φ	4,433,321 \$	9,034,070	32.92 /6
Bookstore	\$ 158,733 \$	53,330	33.60%	\$ 140,864 \$	46,640 \$	94,224	33.11%
Cafeteria	\$ 781,500 \$		75.25%	\$ 650,000 \$		(48,815)	107.51%
Dormitory	\$ 1,113,340 \$		91.35%	\$ 1,036,440 \$	1,121,914 \$	(85,474)	108.25%
Intercollegiate Athletics	\$ - \$			\$ - \$	, , ,	-	#DIV/0!
Student Services	\$ 250,000 \$	168,570	67.43%	\$ 227,988 \$	181,677 \$	46,311	79.69%
Carter Agricultural Center	\$ 42,500 \$	13,503	31.77%	\$ 27,000 \$	10,787 \$	16,213	39.95%
Total Auxiliary Enterprises	\$ 2,346,073 \$	1,840,575	78.45%	\$ 2,082,292 \$	2,059,833 \$	22,459	98.92%
Total Operating Revenues	\$ 28,161,590 \$	18,474,338	65.60%	\$ 31,626,813 \$	22,504,771 \$	9,985,797	71.16%
Non-Operating Revenues							
State Appropriations							
Education and General State Support	\$ 9,059,678 \$		43.00%	\$ 8,925,333 \$	3,837,892 \$	5,087,441	43.00%
State Group Insurance	\$ - \$			\$ - \$	727,379 \$	(727,379)	
State Retirement Matching	\$ - \$			\$ - \$	240,376 \$	(240,376)	
State Appropriations-Other	\$ - \$		05 500/	\$ - \$		00.007	44.540/
Professional Nursing Shortage Reduction	\$ 155,452 \$ \$ 9.215.130 \$		35.52%	\$ 155,452 \$ \$ 9,080,785 \$		90,927 4.210.613	41.51%
Total State Appropriations	\$ 9,215,130 \$	4,918,921	53.38%	\$ 9,080,785 \$	4,870,172 \$	4,210,613	53.63%
Maintenance Ad Valorem Taxes-Parker County	\$ 17,549,994 \$	13,739,141	78.29%	\$ 19.864.125 \$	13.926.943 \$	5,937,182	70.11%
Debt Service Ad Valorem Taxes	\$ 594,200 \$		87.79%	\$ 597,400 \$	405,216 \$	192,184	67.83%
Federal Grants and Contracts (Non-Operating)	\$ 8,294,090 \$		35.97%	\$ 10,726,594 \$	7,375,203 \$	3,351,391	68.76%
Lost Revenue Reimbursement	\$ - \$		#DIV/0!	\$ - \$	485,479 \$	(485,479)	#DIV/0!
Gifts	\$ 404,501 \$	1,118,675	276.56%	\$ 37,000 \$	629,787 \$	(592,787)	1702.13%
Investment Income	\$ 225,000 \$	45,026	20.01%	\$ 125,000 \$	39,643 \$	85,357	31.71%
Contributions in Aid of Construction	\$ - \$			\$ - \$	- \$		#DIV/0!
Total Non-Operating Revenue	\$ 36,282,915 \$	23,326,392	64.29%	\$ 40,430,904 \$	27,732,443 \$	12,698,461	68.59%
Budgeted Transfers	\$ 1,235,229 \$	<u>-</u>		\$ - \$	- \$		
TOTAL	\$ 65,679,734 \$	41,800,730	63.64%	\$ 72,057,717 \$	50,237,214 \$	22,684,258	69.72%

# WEATHERFORD COLLEGE STATEMENT OF EXPENDITURES January 31, 2022

		2	020-2021			2021-2	022	2	
	Amended		Expended	% of	Amended	Expended			% of
	 Budget		1/31/2021	Budget	 Budget	1/31/2022		Balance	Budget
Operating Expenses									
Unrestricted									
Instruction	\$ 15,872,504	\$	7,146,713	45.03%	\$ 	\$ 6,637,350	\$	8,721,309	43.22%
Public Service	\$ 14,860	-	5,142	34.60%	\$ 18,435	\$ 3,588	\$	14,847	19.46%
Academic Support	\$ 4,130,798	\$	1,861,263	45.06%	\$ 4,139,972	\$ 1,718,428	\$	2,421,544	41.51%
Student Services	\$ 2,493,826	\$	1,056,747	42.37%	\$ 2,547,430	\$ 790,360	\$	1,757,070	31.03%
Institutional Support	\$ 9,736,444	\$	3,737,251	38.38%	\$ 10,033,934	\$ 3,773,693	\$	6,260,241	37.61%
Operation & Maint. of Plant	\$ 9,806,466	\$	2,732,516	27.86%	\$ 7,823,845	\$ 2,420,141	\$	5,403,704	30.93%
Scholarships and Fellowships	\$ -	\$	-		\$ -	\$ -	\$	-	
Staff Benefits	\$ 675,000	\$	231,466	34.29%	\$ 725,000	\$ 316,364	\$	408,636	43.64%
Total Unrestricted Educational Activities	\$ 42,729,898	\$	16,771,098	39.25%	\$ 40,647,275	\$ 15,659,924	\$	24,987,351	38.53%
Restricted									
Instruction	\$ 245,333	\$	67,983	27.71%	\$ 240,929	\$ 95,466	\$	145,463	39.62%
Public Service	\$ -	\$	897		\$ 3,000	\$ 4,196	\$	(1,196)	
Academic Support	\$ -	\$	-		\$ -	\$ 2,226	\$	(2,226)	
Student Services	\$ 4,945,662	\$	436,538	8.83%	\$ 9,200,645	\$ 1,269,101	\$	7,931,544	13.79%
Institutional Support	\$ 5,524	\$	-	0.00%	\$ 6,245	\$ -	\$	6,245	0.00%
Operation & Maint. of Plant	\$ -	\$	-		\$ -	\$ -	\$	-	
Scholarships and Fellowships	\$ 10,452,008	\$	3,847,309	36.81%	\$ 13,156,083	\$ 8,446,381	\$	4,709,702	64.20%
Staff Benefits	\$ -	\$	968,037		\$ -	\$ 967,755	\$	(967,755)	
Total Restricted Educational Activities	\$ 15,648,527	\$	5,320,765	34.00%	\$ 22,606,902	\$ 10,785,124	\$	11,821,778	47.71%
Total Educational Activities	\$ 58,378,425	\$	22,091,863	37.84%	\$ 63,254,177	\$ 26,445,049	\$	36,809,128	41.81%
Auxiliary Enterprises	\$ 3,201,039	\$	1,066,756	33.33%	\$ 3,378,527	\$ 1,247,282	\$	2,131,245	36.92%
Depreciation Expense - Buildings and									
and Land Improvements	\$ -	\$	486,325		\$ 1,166,578	\$ 501,635	\$	664,943	
Depreciation Expense - Furniture, Machinery,									
Vehicles, and Other Equipment	\$ -	\$	275,285		\$ 660,689	\$ 281,395	\$	379,294	
Total Operating Expenses	\$ 61,579,464	\$	23,920,229	38.84%	\$ 68,459,971	\$ 28,475,361	\$	39,984,610	41.59%
Non-Operating Expenses									
Expenses on Capital Related Debt	\$ 380,364		167,912	44.15%	\$ 1,686,108	\$ 996,908	\$	689,200	59.12%
Gain/Loss on Disposal of Fixed Assets	\$ (10,000)	\$	(12,670)		\$ (15,000)	\$ (842,816)	\$	827,816	
Other non-operating expense	\$ -	\$	-		\$ -	\$ -	\$ \$	-	
Other Uses of Cash							φ	-	
Principal on Capital Related Debt	\$ 1,349,349	\$	120,559	8.93%	\$ 1,499,565	\$ 127,138	\$	1,372,427	8.48%
Capital Outlay (Non-Construction)	\$ 2,285,690	\$	113,788	4.98%	\$ 422,074	\$ 454,638	\$	(32,564)	107.72%
TOTAL	\$ 65,584,867	\$	24,309,818	37.07%	\$ 72,052,718	\$ 29,211,228	\$	42,841,490	40.54%



# Weatherford College Board of Trustees Consent Agenda

**DATE:** February 10, 2022 **AGENDA ITEM:** 4.c.

SUBJECT: Approval of Procedures for Receipt of Electronic Sealed Bids and Proposals

**INFORMATION AND DISCUSSION:** In order to more efficiently interact with vendors and contractors, Purchasing is recommending to allow for the electronic submission and receipt of bids and proposals. In accordance with CF(LEGAL) policy and CF(LOCAL) policy and Chapter 44.0313 of the Texas Education Code, the College may receive bids or proposals under this chapter through electronic transmission if the Board of Trustees adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper date and time.

The College has procured a software as a service solution that enables the Purchasing Department to securely receive and store responses to requests for sealed bids or proposals from interested vendors electronically. This software, along with the recommended procedures for use established by the Purchasing department, complies with all of the requirements of this subchapter.

Adoption of this procedure will allow the College to electronically accept responses to all types of sealed requests for pricing or qualifications from vendors in a secure format which complies with the standards established in statute and board policy. Use of this tool eliminates the need for paper submissions to be mailed or delivered to the College for consideration and will aid in automating a portion of the solicitation preparation and issuance requirements.

**RECOMMENDATION:** The Board of Trustees approves the proposed procedures.

**ATTACHMENTS:** Attachment A - E-procurement Procedure for receipt of Electronic Bids or

Proposals

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Affairs

# ATTACHMENT A

# Weatherford College Purchasing Department Internal Operating Procedure Receipt of Electronic Sealed Bids or Proposals

SUMMARY: This procedure will apply to sealed bids and proposals that are estimated cost will exceed \$50,000 or the sealed bid/proposal dollar levels as defined by current state law or Board Policy. This procedure is to ensure the identification, security and confidentiality of electronic sealed bids and proposals and to ensure that the electronic sealed bids or proposals remain effectively unopened until the proper date and time.

Responsible Party	Process
Purchasing Staff	Places solicitation notice advertisements as required by State law. A notification will be added to the solicitation advertisement stating vendors may submit responses electronically through the electronic procurement system, listing the appropriate e-procurement portal address.
Purchasing Staff	Will prepare the solicitation documents within the system which will automatically select vendors to receive notification of the solicitation. Vendors that are not registered in the system may be manually added prior to or after issuance of the solicitation. The system will send an email notification to all vendors that have been added. The email notification will include a link to the solicitation package.
Vendors	Can view the solicitation without being registered in the system, but must register in order to submit the sealed bid or proposal electronically. Must provide all required information in the system and upon completion will submit the response electronically. If all required information is not provided, the vendor will receive an error message that identifies what items are not yet complete. Upon successful submission of the response, the vendor will receive a message indicating that their response has been submitted. Vendors are encouraged to submit responses to solicitations online, as online submission will prevent missing documentation, minimize the work and expense required to submit a response, and is environmentally conscious.
Purchasing Staff	Only a password-enabled employee in the Purchasing Department will be able to unseal the electronic responses. The electronic system used remains locked and cannot be unsealed until after the established closing date and time indicated. The date and time can be extended, if required.
System	A bid or proposal tabulation will automatically be populated by the system and will be available for dissemination in accordance with statutory requirements and with the Texas Open Records Act.
Purchasing Staff, VP or Authorized Designee	Will read aloud all electronic bid or proposal responses successfully submitted by closing time and date to interested parties that may be present. Vendors can view the tabulation from any web browser without having to attend a bid opening. Any manual responses received will not be readily available on the tabulation. Manual responses will be added by the Purchasing Staff.
Purchasing Staff	Updates the appropriate folder in the system to indicate the awarded vendors which triggers the system to send an email notification to the awarded and non-awarded vendors who responded. The award information is available publicly through the system.

System	Will post a recap electronically as appropriate with the following statement being included in the terms and conditions of the solicitation document.
	All solicitations submitted electronically for the designated project will be reflected on the tabulation sheets available for download upon closing of the solicitation. The listing of bids/proposals on the tabulation sheet should not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the College accepts such bid/proposal as responsive. Bids/proposals submitted manually will not be reflected in the online tabulation. The College will notify the successful Respondent upon award of the contract.
Purchasing Staff	Makes the award of the contract within the system, which sends an email notification to the awarded and non-awarded vendors. The award information is available publicly through the e-procurement system.



# Weatherford College Board of Trustees Consent Agenda

**DATE:** February 10, 2022 **AGENDA ITEM** #4.d.-REVISED

**SUBJECT:** Budget Amendment #1

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**INFORMATION AND DISCUSSION:** The 2021-22 budget amendment #1 is attached for review and approval by the Board of Trustees. The budget amendment includes the following: (1) to record the transfer from reserves for employee Christmas bonuses; (2) to reallocate salary and fringe line items in various departments; (3) to reallocate Institutional Enrichment fees to auxiliary; (4) to record the donation from the Wiggs family for nursing equipment; (5) to record the donation from Alkek funds for the Steinway piano and audio engineering equipment; (6) to record donation and transfer from reserves for the radio station purchase and operation; (7) to reallocate funds from Campus Police to the Welcome Center for the student ID machine; (8) to reallocate funds from Institutional Accreditation to Institutional Effectiveness for the SAS software license; (9) to transfer funds from budget contingency to cover increased costs on software and equipment; (10) to record additional funds for agriculture judging contest entry fees not budgeted; (11) to record contributions from Baseball Booster Club to cover baseball equipment; and (12) to record additional grant carryover funds for the CARES Act grant, the T.R.U.E. grant, the Feldman grant, the SSS grant, the Talent Search grant, the Upward Bound grant, the GEER grant, the TWC-SSB grant, and the Perkins grant.

**RECOMMENDATION:** That the Board of Trustees approves the budget amendment #1 as presented in the attached summary.

**ATTACHMENTS:** Memorandum from Dr. Andra Cantrell to Dr. Tod Allen Farmer summarizing the 2021-22 budget amendment #1.

**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice President for Financial & Administrative Services

# **MEMORANDUM**

To: Dr. Tod Allen Farmer

From: Dr. Andra R. Cantrell, Executive Vice President for Financial & Administrative Services

Date: February 10, 2022

Subject: 2021-22 Budget Amendment #1

A summary of the budget amendment is as follows:

				2021-22	2021-22	Proposed
Item				Original	Budget	Amend 21-22
#	Department	Description	Account #	Budget	Amend. #1	Budget
1	Instruction Admin-VP Instruction	Stipends	10-00-41110-00-61420	-	2,000	2,000
	Instruction Admin-Dean Health Sciences	Stipends	10-00-41115-00-61420	420	1,166	1,586
	Instruction Admin-Dean Humanities	Stipends	10-00-41120-00-61420	420	2,000	2,420
	Instruction Admin-Dean Education	Stipends	10-00-41125-00-61420	420	3,000	3,420
	Instruction Admin-Dean Workforce	Stipends	10-00-41130-00-61420	420	2,000	2,420
	Instruction Admin-Dean Fine Arts	Stipends	10-00-41135-00-61420	-	2,000	2,000
	Distance Education	Stipends	10-00-41140-00-61420	-	2,000	2,000
	Director-Workforce Education	Stipends	10-00-41230-00-61420	1,680	5,500	7,180
	Student Affairs	Stipends	10-00-51110-00-61420	420	3,000	3,420
	Registrar, Admissions, Records	Stipends	10-00-52110-00-61420	-	6,500	6,500
	Veterans & Internationals	Stipends	10-00-52210-00-61420	-	1,000	1,000
	Student Development	Stipends	10-00-53110-00-61420	-	1,500	1,500
	Coyote Care Health Center	Stipends	10-00-53150-00-61420	-	500	500
	Disability Services	Stipends	10-00-53310-00-61420	420	2,500	2,920
	Student Outreach/Success	Stipends	10-00-55110-00-61420	-	2,000	2,000
	Financial Aid	Stipends	10-00-56110-00-61420	-	5,000	5,000
	President's Office	Stipends	10-00-61110-00-61420	8,085	2,000	10,085
	General Legal Counsel	Stipends	10-00-61210-00-61420	-	2,000	2,000
	Human Resources	Stipends	10-00-61220-00-61420	-	4,000	4,000
	Institutional Effectiveness	Stipends	10-00-61320-00-61420	-	4,500	4,500
	Business Services	Stipends	10-00-62110-00-61420	-	12,500	12,500
	Purchasing	Stipends	10-00-62210-00-61420	840	7,000	7,840
	Technology Services	Stipends	10-00-62310-00-61420	22,000	13,750	35,750
	VP Institutional Advancement	Stipends	10-00-63110-00-61420	420	3,500	3,920
	Communications & PR	Stipends	10-00-63210-00-61420	-	1,000	1,000
	Creative Services	Stipends	10-00-63310-00-61420	-	2,000	2,000
	Campus Police	Stipends	10-00-63510-00-61420	2,520	9,500	12,020
	Behavioral Science	Stipends	10-10-11110-00-61420	-	6,000	6,000
	Visual Arts	Stipends	10-10-11210-00-61420	-	2,500	2,500
	Drama	Stipends	10-10-11220-00-61420	-	1,000	1,000
	Music	Stipends	10-10-11230-00-61420	-	7,500	7,500
	Humanities	Stipends	10-10-11310-00-61420	-	17,000	17,000
	Mathematics	Stipends	10-10-11410-00-61420	8,892	12,500	21,392
	Agriculture	Stipends	10-10-11510-00-61420	-	2,500	2,500
	Business	Stipends	10-10-11530-00-61420	-	4,000	4,000
	Communications	Stipends	10-10-11540-00-61420	-	4,000	4,000
	Chemistry	Stipends	10-10-11610-00-61420	-	1,500	1,500
	Geology	Stipends	10-10-11620-00-61420	-	2,500	2,500
	Physics	Stipends	10-10-11630-00-61420	-	1,500	1,500
	Biology	Stipends	10-10-11640-00-61420	-	8,250	8,250
	Social Sciences	Stipends	10-10-11710-00-61420	-	15,000	15,000
	Kinesiology	Stipends	10-10-11810-00-61420	-	10,250	10,250
	Registered Nursing	Stipends	10-10-12110-00-61420	-	16,500	16,500
	Vocational Nursing	Stipends	10-10-12120-00-61420	-	8,500	8,500
	Occupational Therapy	Stipends	10-10-12210-00-61420	22,780	3,833	26,613
	Physical Therapy	Stipends	10-10-12220-00-61420	14,626	3,833	18,459
	Substance Abuse	Stipends	10-10-12310-00-61420	-	2,167	2,167
	Phlebotomy	Stipends	10-10-12410-00-61420	-	3,167	3,167
	Radiological Technology	Stipends	10-10-12510-00-61420	-	6,667	6,667

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Ec. R. V. V. In C. C. C. C. C. In T. C. C. C. C. In T. C. C. C. C. C. C. F.	chocardiography despiratory Care deterinary Technology deformation Technology deriminal Justice dealth Professions dealth Professions dealth Professions dealth Workforce dealth Workforce dealth Workforce dealth Workforce dealth Workforce dealth Workforce dealth Professions dealt	Stipends	10-10-12620-00-61420 10-10-12710-00-61420 10-10-12820-00-61420 10-10-13110-00-61420 10-10-13130-00-61420 10-10-13140-01-61420 10-10-13150-01-61420 10-10-13220-03-61420 10-10-13230-01-61420 10-10-13260-05-61420 10-10-13260-10-61420 10-10-14110-00-61420 10-10-14110-00-61420 10-10-14130-00-61420 10-10-142110-00-61420 10-10-42110-00-61420 10-10-42210-00-61420	- 4,500 - - - - - - - - - - - - - - - - - -	1,000 7,667 2,750 2,000 1,700 5,200 1,200 1,350 3,200 500 4,500 1,000 500 1,000	1,000 12,167 2,750 2,000 1,700 5,200 2,040 1,350 3,200 500 4,500 1,000 500
Ec. R. V. V. In C. C. C. C. C. In T. C. C. C. C. In T. C. C. C. C. C. C. F.	chocardiography despiratory Care deterinary Technology deformation Technology deriminal Justice dealth Professions dealth Professions dealth Professions dealth Workforce dealth Workforce dealth Workforce dealth Workforce dealth Workforce dealth Workforce dealth Professions dealt	Stipends	10-10-12620-00-61420 10-10-12710-00-61420 10-10-12820-00-61420 10-10-13110-00-61420 10-10-13130-00-61420 10-10-13140-01-61420 10-10-13150-01-61420 10-10-13220-03-61420 10-10-13230-01-61420 10-10-13260-05-61420 10-10-13260-10-61420 10-10-14110-00-61420 10-10-14110-00-61420 10-10-14130-00-61420 10-10-142110-00-61420 10-10-42110-00-61420 10-10-42210-00-61420	- 4,500 - - - - - - - - - - - - - - - - - -	1,000 7,667 2,750 2,000 1,700 5,200 1,200 1,350 3,200 500 4,500 1,000 500 1,000	1,000 12,167 2,750 2,000 1,700 5,200 2,040 1,350 3,200 500 4,500 1,000 500
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In In Eco	adustrial Workforce adustrial Workforce ducation child Development astr. Devel. Reading/Writing campus Management Admin earning Resource Center center for Research & Writing astructional Support esting ine Arts Production	Stipends	10-10-13260-05-61420 10-10-13260-10-61420 10-10-14110-00-61420 10-10-14120-00-61420 10-10-14130-00-61420 10-10-42110-00-61420 10-10-42210-00-61420	-	500 500 4,500 1,000 500 1,000	500 500 4,500 1,000 500
In Ec	dustrial Workforce ducation  child Development  nstr. Devel. Reading/Writing campus Management Admin earning Resource Center center for Research & Writing instructional Support esting ine Arts Production	Stipends	10-10-13260-10-61420 10-10-14110-00-61420 10-10-14120-00-61420 10-10-14130-00-61420 10-10-42110-00-61420 10-10-42210-00-61420	-	500 4,500 1,000 500 1,000	500 4,500 1,000 500
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Ci In C: Le Cr In Te	child Development astr. Devel. Reading/Writing campus Management Admin earning Resource Center center for Research & Writing astructional Support festing ine Arts Production	Stipends Stipends Stipends Stipends Stipends Stipends Stipends	10-10-14120-00-61420 10-10-14130-00-61420 10-10-42110-00-61420 10-10-42210-00-61420		1,000 500 1,000	1,000 500
In C:	nstr. Devel. Reading/Writing  campus Management Admin earning Resource Center center for Research & Writing enstructional Support esting ine Arts Production	Stipends Stipends Stipends Stipends Stipends Stipends	10-10-14130-00-61420 10-10-42110-00-61420 10-10-42210-00-61420		500 1,000	500
Ci Le Ci In Te	campus Management Admin earning Resource Center center for Research & Writing instructional Support esting ine Arts Production	Stipends Stipends Stipends Stipends	10-10-42110-00-61420 10-10-42210-00-61420	-	1,000	
Le Co In Te	earning Resource Center Senter for Research & Writing Instructional Support Sesting	Stipends Stipends Stipends	10-10-42210-00-61420	-		1.000
Co In Te	center for Research & Writing enstructional Support esting ine Arts Production	Stipends Stipends			F 000	
In Te	nstructional Support esting ine Arts Production	Stipends	10-10-42215-00-61420	-	5,000 2,000	5,000
Te Fi	esting ine Arts Production	<u> </u>	10-10-42220-00-61420	2,592	5,500	2,000 8,092
Fi	ine Arts Production	Stipends	10-10-42230-00-61420	2,392	4,000	4,000
		Stipends	10-10-42240-00-61420	1,900	1,500	3,400
IB/	ehavioral Science	Stipends	10-20-11110-00-61420	-	500	500
	isual Arts	Stipends	10-20-11210-00-61420	-	500	500
	fusic	Stipends	10-20-11230-00-61420	-	500	500
Н	lumanities	Stipends	10-20-11310-00-61420	-	1,000	1,000
М	1athematics	Stipends	10-20-11410-00-61420	-	1,500	1,500
C	hemistry	Stipends	10-20-11610-00-61420	-	500	500
Pi	hysics	Stipends	10-20-11630-00-61420	-	500	500
Bi	iology	Stipends	10-20-11640-00-61420	-	2,000	2,000
Sc	ocial Sciences	Stipends	10-20-11710-00-61420	-	2,000	2,000
Ki	inesiology	Stipends	10-20-11810-00-61420	-	500	500
R	legistered Nursing	Stipends	10-20-12110-00-61420	-	8,000	8,000
	nformation Technology	Stipends	10-20-13110-00-61420	-	500	500
	cosmetology	Stipends	10-20-13120-01-61420	-	1,500	1,500
	lealth Professions	Stipends	10-20-13220-03-61420	-	650	650
	lealth Professions	Stipends	10-20-13220-07-61420	-	500	500
	ndustrial Workforce	Stipends	10-20-13260-13-61420	-	2,000	2,000
	ducation nstructional Admin - VP Instr.	Stipends Stipends	10-20-14110-00-61420 10-20-41110-00-61420	-	1,000 1,000	1,000
	Director-Workforce Education	Stipends	10-20-41230-00-61420	420	1,500	1,920
	Campus Management Admin	Stipends	10-20-42110-00-61420	-	2,000	2,000
	earning Resource Center	Stipends	10-20-42210-00-61420	_	500	500
	nstructional Support	Stipends	10-20-42220-00-61420	-	1,000	1,000
	esting	Stipends	10-20-42230-00-61420	-	1,000	1,000
St	tudent Affairs	Stipends	10-20-51110-00-61420	-	1,000	1,000
	echnology Services	Stipends	10-20-62310-00-61420	-	1,500	1,500
C	ampus Police	Stipends	10-20-63510-00-61420	-	2,500	2,500
G	Seneral Services	Stipends	10-20-71110-00-61420	420	3,000	3,420
C	cosmetology	Stipends	10-30-13120-00-61420	-	1,000	1,000
C	cosmetology	Stipends	10-30-13120-01-61420	-	2,000	2,000
C	ampus Management Admin	Stipends	10-30-42110-00-61420	3,000	1,000	4,000
	lumanities	Stipends	10-40-11310-00-61420	-	1,500	1,500
	flathematics	Stipends	10-40-11410-00-61420	4,000	1,000	5,000
	communications	Stipends	10-40-11540-00-61420	-	1,000	1,000
	iology	Stipends	10-40-11640-00-61420	-	1,000	1,000
	ocial Sciences	Stipends	10-40-11710-00-61420	-	2,000	2,000
	campus Management Admin	Stipends	10-40-42110-00-61420	3,000	500	3,500
	nstructional Support	Stipends	10-40-42220-00-61420	- 420	500	500
	achelor of Science Nursing	Stipends	10-50-12115-00-61420	420	1,833	2,253
	nformation Technology Criminal Justice	Stipends Stipends	10-50-13110-00-61420 10-50-13130-00-61420	-	750 500	750 500

				2021-22	2021-22	Proposed
Item				Original	Budget	Amend 21-22
#	Department	Description	Account #	Budget	Amend. #1	Budget
	Fire	Stipends	10-50-13150-00-61420	-	1,200	1,200
	Organizaational Leadership BAAS	Stipends	10-50-13170-00-61420	420	1,000	1,420
	Education Administration	Stipends	10-65-14110-00-61420	- 0.000	500	500
	Athletics Administration	Stipends	15-10-91110-00-61420	9,260	4,250 1,000	13,510
	Rodeo Golf	Stipends Stipends	15-10-91160-00-61420 15-10-91170-00-61420	26,740 8,420	1,000	9,420
	Tennis	Stipends	15-10-91180-00-61420	8,420	1,000	9,420
	Food Services	Stipends	15-10-91310-00-61420	-	11,000	11,000
	Carter Ag	Stipends	15-10-91410-00-61420	8,500	500	9,000
	Dormitories	Stipends	15-10-92110-00-61420	2,000	2,000	4,000
	Student Activities	Stipends	15-10-92210-00-61420	-	1,500	1,500
	Intramurals	Stipends	15-10-92240-00-61420	-	1,000	1,000
	General	Transfer from Reserves	10-10-00000-00-47130	-	(343,850)	(343,850)
	General	Transfer from Reserves	10-20-00000-00-47130	-	(38,650)	(38,650)
	(To record the transfer from reserves for the Ch	ristmas bonuses.)			-	
2	Cares Act	Operating Grant	22-00-59140-00-44110	(175,000)	71,440	(103,560)
	Cares Act	Supplies	22-00-59140-00-50010	175,000	(163,135)	11,865
	Cares Act	Tech Supplies	22-00-59140-00-53310	-	98	98
	Cares Act	Tech Communications	22-00-59140-00-53330	-	20,554	20,554
	Cares Act	Tech Contract Services	22-00-59140-00-53340	-	7,250	7,250
	Cares Act	Tech Software Licenses, Subscriptions	22-00-59140-00-53350 22-00-59140-00-53370	-	9,695	9,695
	Cares Act	Tech Equipment Service Agreement Tech Equipment (\$500-\$4999)	22-00-59140-00-53370	-	2,520 784	2,520 784
	Cares Act	Indirect Costs	22-00-59140-00-53390	-	36,819	36,819
	Cares Act	Equipment (\$5000 & Above)	22-00-59140-00-91010	_	13,975	13,975
	(To record Cares Act Grant carryover for institut		22 00 33140 00 31010		13,373	10,070
3	CARES-Strengthening the Institution	Operating Grant	22-00-59145-00-44110	(382,519)	(457,972)	(840,491)
	CARES-Strengthening the Institution	Supplies	22-00-59145-00-50010	382,519	(382,519)	-
	CARES-Strengthening the Institution	Tech Contract Services	22-00-59145-00-53340	-	345,728	345,728
	CARES-Strengthening the Institution	Tech Software Licenses, Subscriptions	22-00-59145-00-53350	-	5,995	5,995
	CARES-Strengthening the Institution	Tech Equipment (\$500-\$4999)	22-00-59145-00-53390	-	136,876	136,876
	CARES-Strengthening the Institution	Indirect Costs	22-00-59145-00-57120	-	198,059	198,059
	CARES-Strengthening the Institution	Equipment \$5000 & Above	22-00-59145-00-91010	-	153,833	153,833
	(To record Cares-Strengthening the Institution G	rant carryover for institutional portion.)				
4	CARES-CRRSAA	Operating Grant	22-00-59150-00-44110	(3,000,000)	185,004	(2,814,996)
	CARES-CRRSAA	Supplies	22-00-59150-00-50010	3,000,000	(3,000,000)	
	CARES-CRRSAA	Student Reengagement	22-00-59150-00-57090	-	2,329,517	2,329,517
	CARES-CRRSAA	Other Grant Expense	22-00-59150-00-57130	-	485,479	485,479
	(To record Cares-CRRSAA Grant carryover for	nstitutional portion.)				
5	CARES-ARPA	Operating Grant	22-00-59155-00-44110	(4,750,000)	(185,064)	(4,935,064)
3	CARES-ARPA	Supplies	22-00-59155-00-50010	4,750,000)	(4,745,719)	4,281
	CARES-ARPA	Independent Contractor	22-00-59155-00-52030	-	6,000	6,000
	CARES-ARPA	Equipment Service Agreement	22-00-59155-00-52150	-	25,839	25,839
	CARES-ARPA	Repairs & Maintenance	22-00-59155-00-53210	-	1,363,542	1,363,542
	CARES-ARPA	Student Reengagement	22-00-59155-00-57090	-	3,000,000	3,000,000
	CARES-ARPA	Indirect Costs	22-00-59155-00-57120	-	535,402	535,402
	(To record Cares-ARPA Grant carryover for inst	itutional portion.)				
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6	Instruction Admin-VP Instruction	Admin/Professional Salaries	10-00-41110-00-61210	230,465	(71,517)	158,948
	Instruction Admin-VP Instruction	FICA Matching	10-00-41110-00-62110	4,189	(1,037)	3,152
	Instruction Admin-VP Instruction	Retirement Matching	10-00-41110-00-62120	13,121	(2,682)	10,439
	Instruction Admin-VP Instruction	Group Insurance	10-00-41110-00-62210	20,741	(7,310)	13,431
	Technology Services	Admin/Professional Salaries	10-00-62310-00-61210	828,664	71,517	900,181
	Technology Services	FICA Matching	10-00-41110-00-62110	17,762	1,037	18,799
	Technology Services	Retirement Matching	10-00-41110-00-62120	37,431	2,682	40,113
	Technology Services	Group Insurance	10-00-41110-00-62210	84,751	7,310	92,061
	Distance Education	Classified Salaries	10-00-41140-00-61220	68,912	(16,675)	52,237

				2021-22	2021-22	Proposed
Item				Original	Budget	Amend 21-22
#	Department	Description	Account #	Budget	Amend. #1	Budget
	Distance Education	FICA Matching	10-00-41140-00-62110	2,410	(242)	2,168
	Distance Education	Retirement Matching	10-00-41140-00-62120	6,233	(626)	5,607
	Distance Education	Group Insurance	10-00-41140-00-62210	13,312	(1,431)	11,881
	Director-Workforce Education	Classified Salaries	10-00-41230-00-61220	37,005	16,675	53,680
	Director-Workforce Education	FICA Matching	10-00-41230-00-62110	4,530	242	4,772
	Director-Workforce Education	Retirement Matching	10-00-41230-00-62120	11,819	626	12,445
	Director-Workforce Education	Group Insurance	10-00-41230-00-62210	30,883	1,431	32,314
	Director-Workforce Education	Classified Salaries	10-20-41230-00-61220	12,335	(12,335)	-
	Director-Workforce Education	Part-Time Salaries	10-20-41230-00-61430	15,964	12,335	28,299
	Campus Police	Classified Salaries	10-00-63510-00-61220	277,841	15,000	292,841
	Campus Police	Group Insurance	10-00-63510-00-62210	51,643	(15,000)	36,643
	Veterans & Internationals	Admin/Professional Salaries	10-00-52210-00-61210	43,742	29,179	72,921
	Financial Aid	Admin/Professional Salaries	10-00-56110-00-61210	220,207	(29,179)	191,028
	(To reallocate salary and fringe line items.)					
7	Tuition & Fees	General Fees-Spring	10-10-00000-00-42220	(684,215)	551,604	(132,611
	Tuition & Fees	General Fees-Summer	10-10-00000-00-42230	(163,602)	100,000	(63,602
	Tuition & Fees	General Fees-Spring	10-20-00000-00-42220	(63,675)	34,820	(28,855
	Tuition & Fees	General Fees-Summer	10-20-00000-00-42230	(33,571)	25,000	(8,571
	Tuition & Fees	General Fees-Spring	15-10-00000-00-42220	(00,071)	(551,604)	(551,604
	Tuition & Fees	General Fees-Summer	15-10-00000-00-42230	_	(100,000)	(100,000
	Tuition & Fees	General Fees-Spring	15-20-00000-00-42220	_	(34,820)	(34,820
		· ·		-	, , ,	
	Tuition & Fees	General Fees-Summer	15-20-00000-00-42230	-	(25,000)	(25,000
	Transfers	Institutional Enrichment Fees	10-20-00000-00-47100	150,000	(150,000)	- 450,000
	Transfers	Institutional Enrichment Fees	15-20-00000-00-47100		150,000	150,000
	Transfers	Institutional Enrichment Fees	10-10-00000-00-47100	1,800,000	(1,800,000)	-
	Transfers	Institutional Enrichment Fees	15-10-00000-00-47100	(1,800,000)	1,800,000	-
	Transfers	Institutional Enrichment Fees	15-10-00000-00-47100	-	1,800,000	1,800,000
	Phi Theta Kappa	Transfer-Institutional Enrichment Fees	15-00-92230-00-47100	-	(15,044)	(15,044
	Alumni Activities	Transfer-Institutional Enrichment Fees	15-00-93110-00-47100	-	(3,100)	(3,100
	Athletics Administration	Transfer-Institutional Enrichment Fee	15-10-91110-00-47100	-	(386,878)	(386,878
	Men's Basketball	Transfer-Institutional Enrichment Fee	15-10-91120-00-47100	-	(120,472)	(120,472
	Women's Basketball	Transfer-Institutional Enrichment Fee	15-10-91130-00-47100	-	(119,719)	(119,719
	Baseball	Transfer-Institutional Enrichment Fee	15-10-91140-00-47100	-	(175,860)	(175,860
	Softball	Transfer-Institutional Enrichment Fee	15-10-91150-00-47100	-	(142,447)	(142,447
	Rodeo	Transfer-Institutional Enrichment Fee	15-10-91160-00-47100	-	(204,453)	(204,453
	Golf	Transfer-Institutional Enrichment Fee	15-10-91170-00-47100	-	(142,906)	(142,906
	Tennis	Transfer-Institutional Enrichment Fee	15-10-91180-00-47100	-	(147,906)	(147,906
	Volleyball	Transfer-Institutional Enrichment Fee	15-10-91190-00-47100	_	(27,005)	(27,005
	Student Activities	Transfer-Institutional Enrichment Fee	15-10-92210-00-47100	_	(46,230)	(46,230
	Cheerleaders	Transfer-Institutional Enrichment Fee	15-10-92220-00-47100	_	(14,748)	(14,748
	Intramurals	Transfer-Institutional Enrichment Fee	15-10-92240-00-47100	_	(11,137)	(11,137
	Fine Arts	Transfer-Institutional Enrichment Fee	15-10-92260-00-47100	_	(14,988)	(14,988
	Music Production	Transfer-Institutional Enrichment Fee	15-10-92262-00-47100		(12,000)	(12,000
				-		
	Institutional Enrichment Contingency	Transfer-Institutional Enrichment Fee	15-10-94110-00-47100	-	(215,107)	(215,107
	(To reallocate Institutional Enrichment Fees to	Auxiliary.)				
8	ARPA Grant	Non-Operating Grant-Federal	21-00-81247-00-46230	(4,000,000)	(1,261,403)	(5,261,403
	ARPA Grant	Tuition & Fee Charges	21-00-81247-00-57020	-	4,250,000	4,250,000
	ARPA Grant	Student Aid	21-00-81247-00-57065	4,000,000	(2,988,597)	1,011,403
	(To reallocate ARPA student grant funds.)					
9	Registered Nursing	Equipment (\$5,000 & Above)	10-10-12110-00-91010	-	338,545	338,545
	Other Non-Operating Revenue	Contributions/Gifts	10-10-00000-00-46240	(10,000)	(338,545)	(348,545
	(To record Wiggs Family donation.)					
10	Music	Equipment (\$5,000 & Above)	10-10-11230-00-91010	9,999	81,575	91,574
10			10-10-00000-00-46240		(81,575)	(430,120
-10	Other Non-Operating Revenue	Contributions/Gifts	10-10-00000-00-46240	(348,545)	(01,070)1	(430,120
10	Other Non-Operating Revenue (To record donation from Alkek funds for final p		10-10-00000-00-46240	(346,343)	(01,070)	(430,12

				2021-22	2021-22	Proposed
Item				Original	Budget	Amend 21-22
#	Department	Description	Account #	Budget	Amend. #1	Budget
11	Audio Engineering	Equipment (\$5,000 & Above)	10-10-11250-00-91010	-	28,172	28,172
	Other Non-Operating Revenue	Contributions/Gifts	10-10-00000-00-46240	(430,120)	(28,172)	(458,292)
	(To record donation from Alkek funds for audio el	ngineering program equipment.)				
40	D. F.	0	40.00.00540.00.50040	0.4.700	(45,000)	10.700
12	Campus Police	Supplies	10-00-63510-00-50010	34,700	(15,000)	19,700
	Welcome Center	Supplies	10-00-54110-00-50010	28,500	9,500	38,000
	Welcome Center Welcome Center	Tech Software Lic., Sub. & Maint Tech Leases	10-00-54110-00-53350 10-00-54110-00-53360	23,485 324	1,000 4,500	24,485 4,824
	(Move Student ID budget oversight.)	Tech Leases	10-00-34110-00-33360	324	4,500	4,024
	(More Statem 12 Staget Greenight.)					
13	Inst Effectiveness & Research	Tech Software Lic, Sub, & Maint	10-00-61320-00-53350	90,000	5,242	95,242
	Inst Accreditation Services	Travel - Faculty & Staff	10-00-61310-00-54110	21,000	(5,242)	15,758
	(To offset funds for SAS Software License.)	,		-	, , ,	
14	Distance Education	Tech Software Lic, Sub. & Maint.	10-00-41140-00-53350	119,843	13,430	133,273
	Instructional Support	Equipment \$500-\$4999 Non Capital	10-10-42220-00-50090	0	22,833	22,833
	General Institutional	Contingency	10-00-61410-00-59010	750,000	(36,263)	713,737
	(To offset cost increase.)					
15	Agriculture	Travel-Student	10-10-11510-00-54130	1,800	5,000	6,800
	General	Other Op Rev Sales Educ Dept	10-10-00000-00-44210	(2,500)	(5,000)	(7,500)
	(To offset student related travel for Agriculture.)					
16	Baseball	Equipment \$500 \$4000 Non Capital	15-10-91140-00-50090	2.500	3,500	6,000
16	Baseball	Equipment \$500-\$4999 Non-Capital Tech Equip \$500-\$4999 Non Capital	15-10-91140-00-53390	2,500	2,712	2,712
	Baseball	Other Non-Op Rev Contrib/Gifts	15-10-91140-00-46240	(5,400)	(6,212)	(11,612)
	(To record funds paid from Booster.)	Other Nor-Op Nev Contrib/Girts	13-10-91140-00-40240	(3,400)	(0,212)	(11,012)
	(10 record rands paid from Booster.)					
17	T.R.U.E. GRANT (INSTRUCTION)	Operating Grant - Federal	22-00-19430-00-44110	-	(208,958)	(208,958)
	T.R.U.E. GRANT (INSTRUCTION)	Instructional Supplies	22-00-19430-00-50020	-	15,312	15,312
	T.R.U.E. GRANT (INSTRUCTION)	Equipment \$500-\$4999 Non-Capital	22-00-19430-00-50090	-	47,168	47,168
	T.R.U.E. GRANT (INSTRUCTION)	Contract Instruction	22-00-19430-00-52020	-	34,560	34,560
	T.R.U.E. GRANT (INSTRUCTION)	Independent Contractor	22-00-19430-00-52030	-	17,000	17,000
	T.R.U.E. GRANT (INSTRUCTION)	Admin/Professional	22-00-19430-00-61210	-	41,900	41,900
	T.R.U.E. GRANT (INSTRUCTION)	Part-Time	22-00-19430-00-61430	-	18,915	18,915
	T.R.U.E. GRANT (INSTRUCTION)	Fica Matching	22-00-19430-00-62110	-	2,500	2,500
	T.R.U.E. GRANT (INSTRUCTION)	Retirement Matching	22-00-19430-00-62120	-	3,000	3,000
	T.R.U.E. GRANT (INSTRUCTION)	Group Insurance	22-00-19430-00-62210	-	3,785	3,785
	T.R.U.E. GRANT (INSTRUCTION)	Equipment \$5000 & Above - Capital	22-00-19430-00-91010	-	24,818	24,818
	T.R.U.E. GRANT (ACADEMIC SUPP)	Operating Grant - Federal	22-00-49430-00-44110	-	(13,250)	(13,250)
	T.R.U.E. GRANT (ACADEMIC SUPP)	Advertising/Promotional	22-00-49430-00-51010	-	6,250	6,250
	T.R.U.E. GRANT (ACADEMIC SUPP)	Community Relations	22-00-49430-00-51030	-	3,500	3,500
	T.R.U.E. GRANT (ACADEMIC SUPP)	Luncheons & Receptions	22-00-49430-00-51040	-	3,500	3,500
	T.R.U.E. GRANT (STUDENT SERV)	Operating Grant - Federal	22-00-59430-00-44110	-	(19,000)	(19,000)
	T.R.U.E. GRANT (STUDENT SERV) T.R.U.E. GRANT (STUDENT SERV)	Advertising/Promotional Community Relations	22-00-59430-00-51010 22-00-59430-00-51030	-	6,000 3,500	6,000 3,500
	,	·		-		
	T.R.U.E. GRANT (STUDENT SERV) T.R.U.E. GRANT (STUDENT SERV)	Luncheons & Receptions Other Grant Expense	22-00-59430-00-51040 22-00-59430-00-57130	-	3,500 6,000	3,500 6,000
	T.R.U.E. GRANT (SCHOLARSHIPS)	Operating Grant - Federal	22-00-89430-00-44110	_	(42,980)	(42,980)
	T.R.U.E. GRANT (SCHOLARSHIPS)	Tuition & Fee Charges	22-00-89430-00-57020	-	42,980	42,980
	(To record new GAN.)		55 56 65 67 67 626		.2,000	12,000
	,					
18	H Feldman Theater Sound Improvement	Operating Grant - Local	22-00-49110-00-44130	-	(2,279)	(2,279)
	H Feldman Theater Sound Improvement	Supplies	22-00-49110-00-50010	-	2,279	2,279
	(To record carry over from FY21.)				-	•
19	Student Support Services	Supplies	22-00-59110-00-50010	2,775	14,225	17,000
·	Student Support Services	Copier Usage	22-00-59110-00-50030	2,000	4,000	6,000
·	Student Support Services	Printing & Preprinted Forms	22-00-59110-00-50040	200	300	500
	Student Support Services	Mail Service/Shipping/Postage	22-00-59110-00-50060	100	150	250

				2021-22	2021-22	Proposed
Item				Original	Budget	Amend 21-22
#	Department	Description	Account #	Budget	Amend. #1	Budget
	Student Support Services	Dues/Subscriptions/Licenses	22-00-59110-00-51120	3,500	1,500	5,000
	Student Support Services	Independent Contractor	22-00-59110-00-52030	2,000	1,500	3,500
	Student Support Services	Assessment & Testing Fees	22-00-59110-00-52160	-	200	200
	Student Support Services	Tech Supplies	22-00-59110-00-53310	-	500	500
	Student Support Services	Tech Software Lic., Sub., & Maint	22-00-59110-00-53350	4,000	(4,000)	-
	Student Support Services	Tech Leases  Vehicle Mileage Allocation	22-00-59110-00-53360 22-00-59110-00-54050	277 855	804	1,081
	Student Support Services	Travel-Faculty & Staff	22-00-59110-00-54110	5,830	(33)	822
	Student Support Services Student Support Services	Travel-Student	22-00-59110-00-54110	9,500	10 780	5,840 10,280
	Student Support Services Student Support Services	Indirect Costs	22-00-59110-00-57120	20,165	(59)	20,106
	Student Support Services Student Support Services	Administrative Professional Salaries	22-00-59110-00-61210	111,368	34,667	146,035
	Student Support Services	Classified Salaries	22-00-59110-00-61220	39,697	(39,697)	-
	Student Support Services	Fica Matching	22-00-59110-00-62110	3,797	(73)	3,724
	Student Support Services	Retirement Matching	22-00-59110-00-62120	11,330	(377)	10,953
	Student Support Services	Group Insurance	22-00-59110-00-62210	41,228	(14,397)	26,831
	(To reallocate salary line items.)			,	( /== /	-,
20	Talent Search	Operating Grant - Federal	22-00-59120-00-44110	(328,413)	(8,071)	(336,484)
	Talent Search	Supplies	22-00-59120-00-50010	6,162	2,951	9,113
	Talent Search	Advertising/Promotional	22-00-59120-00-51010	-	1,000	1,000
	Talent Search	Luncheons & Receptions	22-00-59120-00-51040	-	2,000	2,000
	Talent Search	Independent Contractor	22-00-59120-00-52030	-	4,000	4,000
	Talent Search	Liability Insurance	22-00-59120-00-53020	-	500	500
	Talent Search	Tech Supplies	22-00-59120-00-53310	-	1,000	1,000
	Talent Search	Tech Software Lic., Sub. & Treprintsoftware lic.	22-00-59120-00-53350	-	1,500	1,500
	Talent Search	Tech Leases	22-00-59120-00-53360	-	1,500	1,500
	Talent Search	Vehicle Mileage Allocation	22-00-59120-00-54050	162	500	662
	Talent Search	Travel - Faculty & Staff	22-00-59120-00-54110	5,000	11,354	16,354
	Talent Search	Travel - Student	22-00-59120-00-54130	15,000	4,340	19,340
	Talent Search	Admin Costs	22-00-59120-00-57110	24,327	(835)	23,492
	Talent Search	Admin/Professional Salaries	22-00-59120-00-61210	151,100	(15,888)	135,212
	Talent Search	Fica Matching	22-00-59120-00-62110	2,737	(294)	2,443
	Talent Search	Retirement Matching	22-00-59120-00-62120	14,159	(532)	13,627
	Talent Search	Group Insurance Reimburse Indir/Admin Costs	22-00-59120-00-62210	41,930	(5,025)	36,905
	General Talent Search	Travel - Faculty & Staff	10-10-00000-00-47210 10-00-59120-00-54110	(71,596) 3,000	(1,045) 1,045	(72,641) 4,045
	(To record carryover and salary line adjustments.		10-00-39120-00-34110	3,000	1,045	4,045
	(To record carryover and salary line adjustments.	/ T				
21	Upward Bound	Operating Grant - Federal	22-00-59130-00-44110	(297,064)	(9,704)	(306,768)
	Upward Bound	Supplies	22-00-59130-00-50010	500	2,952	3,452
	Upward Bound	Mail Service/Shipping/Postage	22-00-59130-00-50060	-	225	225
	Upward Bound	Luncheons & Receptions	22-00-59130-00-51040	2,000	2,639	4,639
	Upward Bound	Independent Contractor	22-00-59130-00-52030	-	3,000	3,000
	Upward Bound	Equipment Service Agreement	22-00-59130-00-52150	-	140	140
	Upward Bound	Tech Supplies	22-00-59130-00-53310	-	1,579	1,579
	Upward Bound	Tech Leases	22-00-59130-00-53360	-	311	311
	Upward Bound	Tech Equipment Service Agreement	22-00-59130-00-53370	-	109	109
	Upward Bound	Tech Equip \$500-\$4999 Non-Capital	22-00-59130-00-53390	-	579	579
	Upward Bound	Travel-Faculty & Staff	22-00-59130-00-54110	1,700	7,550	9,250
·	Upward Bound	Travel - Student	22-00-59130-00-54130	2,000	1,456	3,456
	Upward Bound	Tuition & Fee Charges	22-00-59130-00-57020	10,000	1,242	11,242
	Upward Bound	Admin Costs	22-00-59130-00-57110	17,581	685	18,266
	Upward Bound	Summer Bridge Program	22-00-59130-00-59020	27,000	5,482	32,482
	Upward Bound	Adjunct Salaries	22-00-59130-00-61140	14,000	5,800	19,800
	Upward Bound	Admin/Professional Salaries	22-00-59130-00-61210	157,567	(21,906)	135,661
	Upward Bound	Part Time	22-00-59130-00-61430	6,000	1,300	7,300
	Upward Bound	FICA Matching	22-00-59130-00-62110	2,976	(546)	2,430
	Upward Bound	Retirement Matching	22-00-59130-00-62120	12,870	(1,897)	10,973
	Upward Bound	Group Insurance	22-00-59130-00-62210	24,070	(996)	23,074
	General	Reimburse Indir/Admin Costs	10-10-00000-00-47210	(72,641)	(730)	(73,371)
	Upward Bound	Dues/Subscriptions/Licenses	10-00-59130-00-51120	1,045	570	1,615

				2021-22	2021-22	Proposed
Item				Original	Budget	Amend 21-22
#	Department	Description	Account #	Budget	Amend. #1	Budget
	Upward Bound	Vehicle Mileage Allocation	10-00-59130-00-54050	2,400	150	2,550
	Upward Bound	Travel - Faculty & Staff	10-00-59130-00-54110	2,400	10	2,530
	(To record carryover and salary line adjustm	<u> </u>	10 00 33130 00 34110		10	10
22	GEER Reporting Modernization Grant	Operating Grant - Federal	22-00-59310-00-44110	-	(50,000)	(50,000)
	GEER Reporting Modernization Grant	Independent Contractor	22-00-59310-00-52030	-	50,000	50,000
	(To record GAN.)					
23	TWC - SSB	Operating Grant - State	22-00-89310-00-44120	(21,000)	(84,000)	(105,000)
	TWC - SSB	Tuition & Fee Charges	22-00-89310-00-57020	20,000	80,000	100,000
	TWC - SSB	Admin Costs	22-00-89310-00-57110	1,000	4,000	5,000
	(To record additional grant funds.)					
24	PERKINS ADMIN	Operating Grant - Federal	22-00-09210-00-44110	(9,523)	(854)	(10,377)
24	PERKINS	Upgrade Curr: Operating Grant-Federal	22-00-19210-00-44110	(20,000)	(57,638)	(77,638)
	PERKINS	Prof Dev: Operating Grant - Federal	22-00-19220-00-44110	(20,000)	6,249	(13,751)
	PERKINS	Inst Equip: Operating Grant - Federal	22-00-19230-00-44110	(115,477)	42,361	(73,116)
	PERKINS	Guidance and Counsel: Op Grant-Federal	22-00-59210-00-44110	(5,000)	(7,500)	(12,500)
	PERKINS	Special Pops: Operating Grant - Federal	22-00-59220-00-44110	(30,000)	(530)	(30,530)
	PERKINS ADMIN	Indirect Costs	22-00-09210-00-57120	9,523	854	10,377
	PERKINS	Upgrade Curr: Supplies	22-00-19210-00-50010	20,000	(20,000)	-
	PERKINS	Upgrade Curr: Supplies-Instructional	22-00-19210-00-50020	-	2,853	2,853
	PERKINS	Upgrade Curr: Equipment \$500-\$4999 Non-Ca	22-00-19210-00-50090	-	68,533	68,533
	PERKINS	Upgrade Curr: Indirect Costs	22-00-19210-00-57120	-	6,252	6,252
	PERKINS	Prof Dev: Vehicle Mileage	22-00-19220-00-54050	-	237	237
	PERKINS	Prof Dev: Travel-Faculty & Staff	22-00-19220-00-54110	-	13,514	13,514
	PERKINS	Prof Dev: Travel - Instructional	22-00-19220-00-54120	20,000	(20,000)	-
	PERKINS	Instr Equip: Equipment \$500-\$4999 Non Cap	22-00-19230-00-53390	45,477	(45,477)	-
	PERKINS	Instr Equip: Equipment \$5000 & Above Capital	22-00-19230-00-91010	70,000	3,116	73,116
	PERKINS	Guidance and Counsel: Dues/Subscriptions/Lic	22-00-59210-00-51120	5,000	7,500	12,500
	PERKINS	Special Pops: Disadvantaged Child Care	22-00-59220-00-52040	28,000	(5,000)	23,000
	PERKINS	Special Pops: Travel - Student	22-00-59220-00-54130	2,000	5,530	7,530
	(To record grant reallocation funds.)					
	5 " 0 "	0 1 1 1 10 10 10			(400.000)	(100.000)
25	Radio Station	Contributions/Gifts	12-10-33110-00-46240	-	(100,000) (60,000)	(100,000)
	Radio Station Radio Station	Other Income Office Supplies	12-10-33110-00-44230 12-10-33110-00-50010	-	500	(60,000)
	Radio Station	Advertising/Promotional	12-10-33110-00-50010	_	10,500	10,500
	Radio Station	Luncheons & Receptions	12-10-33110-00-51010	_	1,500	1,500
	Radio Station	Dues/Subscriptions/Licenses	12-10-33110-00-51120	-	491,300	491,300
	Radio Station	Independent Contractor	12-10-33110-00-52030	_	9,500	9,500
	Radio Station	Leases-Equipment/Vehicles/Space	12-10-33110-00-52140	-	33,000	33,000
	Radio Station	Tech Communications	12-10-33110-00-53330	-	800	800
	Radio Station	Tech-Software/License/Subscriptions	12-10-33110-00-53350	-	1,400	1,400
	Radio Station	Equipment (\$500-\$4999)	12-10-33110-00-53390	-	8,700	8,700
	Radio Station	Fuel	12-10-33110-00-54010	-	700	700
	Radio Station	Travel-Faculty & Staff	12-10-33110-00-54110	-	2,500	2,500
	Radio Station	Administrative Salaries	12-10-33110-00-61210	-	57,788	57,788
	Radio Station	Classified Salaries	12-10-33110-00-61220	-	33,750	33,750
	Radio Station	Stiipends	12-10-33110-00-61420	-	30,000	30,000
	Radio Station	Part-Time	12-10-33110-00-61430	-	12,000	12,000
		Fica matching	12-10-33110-00-62110	-	1,936	1,936
	Radio Station	r loa materiing				
	Radio Station Radio Station	Retirement matching	12-10-33110-00-62120	-	10,349	10,349
		•	12-10-33110-00-62120 12-10-33110-00-62210	-	16,211	10,349 16,211
	Radio Station	Retirement matching	t			



# **Weatherford College Board of Trustees**

**DATE:** February 10, 2022 **AGENDA ITEM:** # 4.e.

**SUBJECT:** TASB Policy Service Update #42

**INFORMATION AND DISCUSSION:** Weatherford College utilizes the Texas Association of School Boards (TASB) Policy Service for legal and local policies contained in the *Weatherford College Board Policy Manual*. TASB provides ongoing updates for college districts to ensure that the *Manual* is current and reliable. The most recent update by TASB is #42.

TASB updates legal policies in the *Manual* based on changes in state or federal laws. Board of Trustees action is not permitted on legal policies since they are mandated through state or federal law. However, it is recommended that the Board review updates to the legal policies.

In addition, TASB recommends updates to "local" policies, which the Board of Trustees may approve as written, or amended, to ensure that the College's local policies are consistent with recent changes in legislation and legal policies. Below are the Local policies included in Update #42, along with explanatory notes regarding the recommended changes:

Policy Code	Action	Explanatory Note
BBD (Local)	REPLACE policy	BOARD MEMBERS: ORIENTATION AND TRAINING  As permitted by state law, recommended revisions to this policy reflect the choice of the board to designate the college district's chief executive officer (CEO) or the CEO's designee to select a Cybersecurity Training program. The revisions also provide that the CEO may remove a board member's access to the college district's computer systems if the board member does not satisfy the training requirements, and, in compliance with law, that the CEO must periodically require the review of the college district's compliance with the cybersecurity training requirements.  Additional amendments are to conform to TASB style.
CF (Local)	REPLACE policy	PURCHASING AND ACQUISITION  To ease the college district's response to emergencies, consistent with law, new recommended language at Emergency Exception reflects the board's delegation of authority to the college district CEO to contract for the replacement, construction, or repair of equipment or facilities in the

		event of a catastrophe, emergency, or natural disaster under certain circumstances. The CEO must report to the board any contracts made under the delegated authority at the next regular meeting.
CHA (Local)	REPLACE policy	SITE MANAGEMENT: SECURITY  Recommended revisions to this local policy address the HB 1758 provisions on college district peace officers' use of force By Drone. The revisions reflect the decision not to authorize the use of force by drone. If the college district is considering authorizing the use of force by drone, contact the college district's policy consultant. In addition, a recommended cross reference to DEC for new language from SB 1359 and HB 2073 addressing Peace Officer Leave has been added.
CHF (Local)	REPLACE policy	SITE MANAGEMENT: WEAPONS  At Other Weapons and Devices Prohibited, in response to the removal of firearm silencers from the legal definition of <i>prohibited weapon</i> in HB 957, recommended revisions to this local policy add firearm silencers to the college district's locally developed list of prohibited weapons.
CKD (Local)	REPLACE policy	INSURANCE AND ANNUITIES MANAGEMENT: HEALTH AND LIFE INSURANCE  At Ineligibility of Employees Performing Services Outside Texas, recommended revisions to this local policy address the college district's choice not to extend group benefits program eligibility under the Insurance Code to employees who perform services outside of the state.
CM (Local)	REPLACE policy	FACILITIES CONSTRUCTION  To ease the college district's response to emergencies, consistent with law, new recommended language at Emergency Exception reflects the board's delegation of authority to the college district CEO to contract for the replacement, construction, or repair of equipment or facilities in the event of a catastrophe, emergency, or natural disaster, under certain circumstances. The CEO must report to the board any contracts made under the delegated authority at the next regular meeting.
DEC (Local)	REPLACE policy	COMPENSATION AND BENEFITS: LEAVES AND ABSENCES Recommended revisions to this local policy address SB 1359 requirements related to Mental Health Leave for Peace Officers and HB 2073 requirements related to Quarantine Leave for Peace Officers and Emergency Medical Technicians. SB 1359 allows peace officers to take time off after experiencing a traumatic event while on duty, and HB 2073 allows time off for peace officers and/or EMTs who are required to quarantine because of an exposure while on duty.

DIAA (Local)	REPLACE policy	FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION: SEX AND SEXUAL VIOLENCE Recommended revisions to this local policy address SB 1371, clarifying that a college district Peace Officer may only be required to disclose the type of incident in a report of prohibited conduct submitted by the officer to the Title IX coordinator if the officer receives information regarding the incident from an employee who chooses to complete a pseudonym form. Additional amendments are to conform to TASB style.
DK (Local)	REPLACE policy	PROFESSIONAL DEVELOPMENT  As permitted by state law, recommended revisions to this policy reflect the board's choice to designate the college district's chief executive officer (CEO) or the CEO's designee to select a Cybersecurity Training program. Revisions provide that the CEO may remove an employee's access to the college district's computer systems if the employee does not satisfy the training requirements. The revisions also provide, in compliance with law, that the CEO must verify and report cybersecurity training by college district employees and periodically require the review of the college district's compliance with the cybersecurity training requirements.
DMD (Local)	REPLACE policy	TERMINATION OF EMPLOYMENT: RESIGNATION  Recommended revisions to this local policy are based on best practices and require resignations submitted by contract employees to be filed with the college district's CEO or other board designee but continue to permit the college district's CEO to delegate authority to accept at-will resignations to other administrators.
ECC (Local)	REPLACE policy	INSTRUCTIONAL ARRANGEMENTS: COURSE LOAD AND SCHEDULES At Exceptions for Good Cause and Exception for COVID-19 Pandemic, recommended revisions to this local policy address the SB 165 requirements that college districts allow students to exceed the six course limit on the number of dropped courses in the event of certain disasters.
FFDA (Local)	REPLACE policy	FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION: SEX AND SEXUAL VIOLENCE Recommended revisions to this local policy address SB 1371, clarifying that a college district Peace Officer may only be required to disclose the type of incident in a report of prohibited conduct submitted by the officer to the Title IX coordinator if the officer receives information regarding the incident from a student who chooses to complete a pseudonym form. Additional amendments are to conform to TASB style.

FLB (Local)	REPLACE policy	STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT CONDUCT Recommended revisions to this local policy have been made to clarify language related to Prohibited Weapons and Devices to better match the corresponding language at CHF (LOCAL).
GCB (Local)	REPLACE policy	PUBLIC INFORMATION PROGRAM: REQUESTS FOR INFORMATION Recommended revisions to this local policy address the SB 1225 requirements related to the Suspension of Public Information During a Catastrophe.

**RECOMMENDATION:** That the Board of Trustees add, revise, and/or delete Local policies as indicated above and as recommended by Cabinet and by TASB Policy Service Update #42.

**ATTACHMENT:** Update #42 Local Policy Comparison Packet

**SUBMITTED BY:** Ralinda Stone

Executive Director, Human Resources



# (LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- Deletions are shown in a red strike-through font: deleted text.
- Additions are shown in a blue, bold font: new text.
- Blocks of text that have been moved without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: moved text becomes moved text.
- Revision bars appear in the right margin, as above.

**Note:** While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges		
	policy.service@tasb.org	colleges@tasb.org		
	800.580.7529	800.580.1488		
	512 467 0222	512 467 3689		

# BOARD MEMBERS ORIENTATION AND TRAINING

BBD (LOCAL)

### Orientation

The Board and the College President College President shall provide an orientation for new Board members within the calendar year of their election to assist them in understanding the Board's function, policies, and procedures. Assistance given in the orientation of new Board members may include the following, as appropriate or available:

- 1. Selected materials on the responsibilities of being a contributing member of the Board.
- 2. Material pertinent to meetings and an explanation of its use.
- Invitations to meet with the College President College
   President and other administrative personnel designated by the College President College President to discuss services the administration performs for the Board.
- Access to a copy of the Board's policies and administrative regulations and other documents and information currently in use by other Board members.
- 5. Information regarding appropriate meetings and workshops.
- 6. A formal orientation on legal and budgetary oversight responsibilities of the Board.
- 7. Other information and activities as the Board or the College President deems useful in fulfilling the role of Board member.

### **Annual Training Plan**

The College President The College President shall work with the Board to develop and implement an annual plan to address the training needs of Board members.

# Public Information Coordinator

Cybersecurity Training

The College President or designee shall determine, from the list of cybersecurity training programs certified by the Department of Information Resources (DIR) and published to DIR's website, the cybersecurity training program to be used in the College District. The College President may remove access to the College District's computer systems and databases for noncompliance with training requirements as appropriate.

The College President shall periodically require an internal review of the College District to ensure compliance with the cybersecurity training requirements.

# Public Information Coordinator

The College President or designee shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012.

DATE ISSUED: 11/22/2021<mark>1/24/2006</mark> UPDATE 42<del>20</del> BBD(LOCAL)-AJC ADOPTED:

1 of 1

### PURCHASING AND ACQUISITION

CF (LOCAL)

# Purchasing Authority

The Board delegates to the College President College President or designee the authority to make budgeted purchases for goods and services. Any purchases not included in the budget shall be taken to the Board for approval.

# Emergency Exception

In the event of a catastrophe, emergency, or natural disaster affecting the College District, the Board delegates to the College President the authority to contract for the replacement, construction, or repair of College District equipment or facilities in accordance with law if emergency replacement, construction, or repair is necessary for the health and safety of College District students and staff. The College President shall report to the Board at the next regular meeting any contract made under this authority.

# Purchasing Procedures

The College President The College President shall develop purchasing procedures to implement the requirements of state and federal law. [See CAA, CAAB, and CH(LEGAL)]

### **Purchasing Method**

The Board delegates to the College President College President or designee the authority to determine the method of purchasing in accordance with state and federal law.

### Competitive Bidding

If competitive bidding is chosen as the purchasing method, the College President College President or designee shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The College District may reject any and all bids.

# Competitive Sealed Proposals

If competitive sealed proposals are chosen as the purchasing method, the College President College President or designee shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time for opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The College District may reject any and all proposals.

DATE ISSUED: 11/22/2021<del>12/5/2019</del>

UPDATE 42<mark>37</mark> CF(LOCAL)-AJC

### PURCHASING AND ACQUISITION

CF (LOCAL)

# Electronic Bids or Proposals

Bids or proposals that the College District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

# Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the College District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the College District's purchasing procedures. [See CC] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons making unauthorized purchases shall assume full responsibility for all such debts.

# Purchase Commitments

All purchase commitments shall be made by the College President College President or designee, in accordance with administrative procedures, including the College District's purchasing procedures.

### **Personal Purchases**

College District employees shall not be permitted to make purchases for personal use through the College District's business office.

# Delinquent Franchise Taxes

Each corporation contracting with the College District shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement to that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

DATE ISSUED: 11/22/2021<del>12/5/2019</del> UPDATE 42<del>37</del> CF(LOCAL)-AJC ADOPTED:

# SITE MANAGEMENT SECURITY

CHA (LOCAL)

# College District Police Department

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a College District police department and shall employ and commission peace officers.

### Jurisdiction

The jurisdiction of College District peace officers shall include all counties in which property is owned, leased, rented, or otherwise under the control of the College District.

### **Police Authority**

While within the jurisdiction set out in this policy, peace officers employed and commissioned by the College District shall have all the powers, privileges, and immunities of peace officers. Subject to limitations in law, College District peace officers shall have the authority to:

- 1. Protect the safety and welfare of any person in the jurisdiction of the College District and protect the property of the College District.
- Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, College District police officers may serve search warrants in connection with College District-related investigations in compliance with the Texas Code of Criminal Procedure.
- 3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
- Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
- 5. Enforce College District policies, rules, and regulations on College District property or at College District functions.
- Investigate violations of College District policies, rules, and regulations as requested by the College President and participate in hearings concerning alleged violations.
- 7. Carry weapons as directed by the chief of police and approved by the College President.
- 8. Carry out all other duties as directed by the chief of police or College President.

UPDATE 42<mark>37</mark> CHA(LOCAL)-X SITE MANAGEMENT SECURITY

CHA (LOCAL)

# Temporary Assignment

College District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.

# Limitations on Outside Employment

No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the chief of police and College President or designee.

# Relationship with Outside Agencies

The College District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The chief of police and the College President or designee shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.

### **Use of Force**

The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.

### By Drone

The College District shall not use force by means of a drone.

### **High-Speed Pursuit**

Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.

# Body-Worn Cameras

College District officers shall use body-worn cameras only when performing official law enforcement duties and in accordance with the provisions of the College District police department's bodyworn camera program. Officers shall receive training on the program, including proper use and operation of cameras. Any College District employee who has access to data from body-worn cameras shall receive training on storage, retention, and release of recordings.

### **Officer Training**

All College District officers shall receive at least the minimum amount of education and training as required by law.

### **Peace Officer Leave**

For provisions regarding mental health leave and quarantine leave for peace officers, see DEC.

# Department Regulations Manual

To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The chief of police and the College

DATE ISSUED: 11/22/2021<del>12/5/2019</del> UPDATE 42<del>37</del> CHA(LOCAL)-X 2 of 3

Weatherford College 184501

### SITE MANAGEMENT SECURITY

CHA (LOCAL)

President or designee shall review the manual annually and make any appropriate revisions.

arry appropriate revisions

Racial Profiling

The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Peace officers employed by the College District shall not initiate any law en-

forcement action based on an individual's race, ethnicity, or

national origin.

**Complaints** Complaints against a College District police officer shall be in writ-

ing on a form provided by the College District and shall be signed by the person making the complaint. In accordance with law, the College District shall provide to the police officer a copy of the complaint. [See Complaint Against Peace Officer at CHA(LEGAL)]

Appeals regarding this complaint process shall be filed in accord-

ance with DGBA, FLD, or GB, as appropriate.

DATE ISSUED: 11/22/2021<del>12/5/2019</del> ADOPTED: 3 of 3

UPDATE 42<mark>37</mark> CHA(LOCAL)-X SITE MANAGEMENT WEAPONS CHF (LOCAL)

#### **Firearms**

The College District prohibits the use, possession, or display of a firearm on College District property or at a College District-sponsored or -related activity in violation of law and College District regulations.

### Other Weapons and Devices Prohibited

The College District prohibits the use, possession, or display of any location-restricted knives, clubsknife, club, knuckles, firearm silencers, or prohibited weaponsweapon, as defined by law, on College District property or at a College District-sponsored or -related activity, unless written authorization is granted in advance by the College President College President or designee.

Additionally, the following weapons are prohibited on College District property or at any College District-sponsored or -related activity:

- 1. Fireworks of any kind;
- 2. Incendiary devices;
- 3. Instruments designed to expel a projectile with the use of pressurized air, like a BB gun;
- Razors;
- Chains; or
- Martial arts throwing stars.

The possession or use of articles not generally considered to be weapons may be prohibited when the College President College President or designee determines that a danger exists for any student, College District employee, or College District property by virtue of possession or use.

#### **Violations**

Employees and students found to be in violation of this policy shall be subject to disciplinary action. [See DH, FM, and FMA]

DATE ISSUED: 11/22/2021<del>12/5/2019</del> UPDATE 42<del>37</del> CHF(LOCAL)-AJC ADOPTED:

### INSURANCE AND ANNUITIES MANAGEMENT HEALTH AND LIFE INSURANCE

CKD (LOCAL)

### College District Contribution

The College District shall contribute the following amounts to the health insurance premiums for employees eligible to participate in the Texas Employees Uniform Group Insurance Program:

- For an eligible full-time employee who works at least 30 hours per week, 100 percent to the premiums for the employee and 50 percent to the premiums for that employee's eligible dependents.
- For an eligible part-time employee who works less than 30 hours per week, 50 percent to the premiums for the employee and 25 percent to the premiums for that employee's eligible dependents.

The Board may allocate funds as part of the annual budget development and adoption process for contributions to employee premiums for any additional health and life insurance programs available to employees.

Ineligibility of Employees Performing Services Outside Texas If at least 75 percent of an employee's services are performed outside Texas, then the employee may not participate in the Texas Employees Uniform Group Insurance Program unless the employee was employed by the College District on August 31, 1999, and is otherwise eligible. The College District will provide competitive marketplace health insurance options for an ineligible employee in accordance with College District regulations.

Outside Texas

An employee's services are performed outside Texas if they are performed while the employee is located outside Texas and do not include instruction to any College District student who is located instate.

# Continuation Coverage

The College District shall continue its contribution toward the cost of the employee's group health insurance coverage while the employee is on paid leave or, if applicable, while the employee is on family and medical leave. [See DEC]

The College District shall not otherwise expend public funds for group health insurance coverage of an employee who is not on paid leave status. However, an employee who is not on paid leave status or Family and Medical Leave Act (FMLA) leave shall be allowed to continue group health insurance coverage, at his or her own expense, for the period specified in the College District's group health insurance plan.

DATE ISSUED: 11/22/2021<del>12/3/2018</del>

**UPDATE 4235** 

CKD(LOCAL)-BJCAJC

#### **FACILITIES CONSTRUCTION**

CM (LOCAL)

### Compliance with Law

The College President The College President or designee shall establish procedures ensuring that all facilities within the College District comply with applicable laws and local building codes.

### Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the College President College President shall recommend the project delivery/contract award method that the College Presidenthe or she determines provides the best value to the College District. [See CM series]

For construction contracts valued at or above \$25,000, the College President \$25,000, the College President shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the College President College President and consistent with law and policy. [See also CF]

# Emergency Exception

In the event of a catastrophe, emergency, or natural disaster affecting the College District, the Board delegates to the College President the authority to contract for the replacement, construction, or repair of College District equipment or facilities in accordance with law if emergency replacement, construction, or repair is necessary for the health and safety of College District students and staff. The College President shall report to the Board at the next regular meeting any contract made under this authority.

#### Change Orders

Change orders exceeding \$5,000 or 25 percent of the project, whichever is smaller, shall be approved by the Board or its designee prior to executing any changes in the approved plans or in the actual construction of the facility.

### Project Administration

All construction projects shall be administered by the College President or designee.

The College President The College President or designee shall keep the Board informed concerning construction projects and also shall provide information to the general public.

### **Final Payment**

The College District shall not make final payments for the construction or the supervision of construction until the work has been completed and the College District has accepted the work.

Weatherford College 184501

**FACILITIES CONSTRUCTION** 

CM (LOCAL)

DATE ISSUED: 11/22/2021<mark>5/16/2012</mark> UPDATE 42<mark>27</mark> CM(LOCAL)-X ADOPTED:

DEC (LOCAL)

#### Note:

For College District contribution to employee insurance during leave, see CKD(LOCAL). For additional provisions addressing the Family and Medical Leave Act (FMLA), see DECA(LEGAL).

### Leave Administration

The College President or designee shall develop administrative regulations associated with employee leaves and absences and ensure the procedures are used to implement the provisions of this policy.

#### **Definitions**

The term "immediate family" is defined as:

#### Immediate Family

- 1. Spouse.
- 2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands in *loco parentis*.
- 3. Parent, stepparent, parent-in-law, or other individual who stands in *loco parentis* to the employee.
- 4. Sibling, stepsibling, and sibling-in-law.
- 5. Grandparent and grandchild.
- 6. Any person residing in the employee's household at the time of illness or death.

For purposes of the FMLA, the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

### Family Emergency

The term "family emergency" shall be limited to disasters and lifethreatening situations involving the employee or a member of the employee's immediate family.

#### Leave Day

A "leave day" for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

### Academic Year

An "academic year" for purposes of earning, use, or recording of leave shall mean the term of an employee's annual employment as set by the College District for the employee's usual assignment, whether full-time or part-time.

## Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the Col-

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lege District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

### **Earning Leave**

An employee shall not earn any form of paid leave when the employee is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

#### **Deductions**

Leave Without Pay

The College District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

#### **Leave Proration**

Employed for Less Than Full Year If an employee separates from employment with the College District before the employee's last scheduled workday, or begins employment after the first scheduled workday, paid leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last scheduled workday of the academic year, the employee's final paycheck shall be reduced for paid leave the employee used, but had not earned, as of the date of separation.

Employed for Full Year

If an employee uses more paid leave than he or she earned and remains employed with the College District through his or her last scheduled workday, the College District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

#### **Medical Certification**

An employee shall submit medical certification of the need for leave if:

- The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
- 2. The College District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or College President; or
- The employee requests FMLA leave for the employee's serious health condition; for a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

#### **Sick Leave**

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Each full-time, benefits-eligible employee shall earn eight hours of paid sick leave per month in accordance with administrative regulations.

Sick leave shall accumulate to a maximum of 480 hours.

Sick leave shall only be used for the following:

- 1. Illness of the employee.
- 2. Illness of a member of the employee's immediate family.
- 3. Family emergency.
- 4. Birth or placement of a child when taken within the first year after the child's birth, adoption, or foster placement.
- Contribution to the sick leave bank.

#### Sick Leave Bank

The College District shall establish a sick leave bank for use by eligible full-time employees.

Leave contributed to the bank shall be solely for the use of eligible employees. An eligible employee may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.

The College President or designee shall develop regulations for the operation of the sick leave bank that address the following:

- Participation in the sick leave bank;
- 2. Procedures to request leave from the sick leave bank;
- 3. The maximum number of hours per academic year an eligible employee may receive from the sick leave bank;
- The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
- 5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL), beginning with the College President or appropriate administrator.

# Mental Health Leave for Peace Officers

A College District peace officer who experiences a traumatic event in the scope of employment shall be granted a maximum of ten

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days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The College President shall develop regulations regarding mental health leave that address the following:

- 1. Circumstances or reasons under which a peace officer may use mental health leave;
- 2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
- 3. The administrator authorized to approve requests for mental health leave; and
- 4. Other procedures deemed necessary for administering this provision.

Quarantine Leave for Peace Officers and Emergency Medical Technicians

A College District peace officer or an emergency medical technician on staff shall be granted quarantine leave when ordered by the local health authority or the person's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The College President shall develop regulations regarding quarantine leave that address the following:

- 1. Continuation of all employment benefits and compensation for the duration of the leave;
- 2. Reimbursement for reasonable costs related to the quarantine; and
- 3. Other procedures deemed necessary for administering this provision.

### Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave or compensatory time, as applicable.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall begin on the first workday of the fiscal year.

Combined Leave for Spouses

When both spouses are employed by the College District, the College District shall limit FMLA leave for the birth, adoption, or place-

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ment of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The College District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave The College District may permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

#### **Personal Leave**

Each full-time, benefits-eligible employee in a 12-month position shall be permitted to use 24 hours of paid leave per academic year to conduct personal business in accordance with administrative regulations.

Personal leave shall be noncumulative.

Request for Personal Leave The employee shall submit a written request for use of personal leave to the employee's immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or College District operations.

Earned compensatory time shall be used before any available personal leave.

#### **Vacation Leave**

Each full-time, 12-month employee shall earn vacation leave based on the number of completed years of service in accordance with the following:

Years	Hours/Year
0-4	80
5-9	88
10-14	96
15-19	104
20 or more	120

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Accrual of earned vacation leave shall occur each pay period.

Each eligible employee shall begin accruing vacation hours during the initial 90-day new employee probationary period. An employee shall only take vacation leave after successful completion of the initial 90-day new employee probationary period. An employee who terminates employment prior to completion of the new employee probationary period shall not receive accrued vacation leave credit.

An employee shall be allowed to carryover no more than 120 hours of earned, but unused, vacation leave from one fiscal year to the next. No exceptions to the carryover maximum shall be allowed.

### Request for Vacation Leave

To schedule vacation leave, an employee shall submit a written request to the employee's immediate supervisor or designee at least two weeks in advance in accordance with administrative regulations. Supervisors shall allow employees to request vacation up to one year in advance on a first-come basis. In deciding whether to approve or deny vacation leave, the supervisor or designee shall consider the effect of the employee's absence on the educational program or College District operations.

Earned compensatory time shall be used before any available vacation leave.

# Special Vacation Circumstances

The following special vacation circumstances shall apply:

- Employees paid by grant funds: In the event a grant is not renewed or a grant employee is terminated toward the end of a grant year, the payment of unused earned vacation leave shall be contingent upon available funds.
- Maintenance, food services, and dorm personnel vacations: Supervisors shall preschedule employees around Christmas and spring breaks to ensure that work scheduling and tasks may be accomplished without negatively impacting operational requirements and planning.

### Payment Upon Separation of Employment

An employee who separates from employment with the College District shall be eligible for payment of unused accrued vacation leave under the following conditions:

- 1. The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning and is not being discharged or nonrenewed.
- 2. The employee provides two weeks' advance written notice of intent to separate from employment.

#### **Development Leave**

A faculty member [see definition at DEC(LEGAL) Development Leaves of Absence] may be granted faculty development leave for

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study, research, writing, field observations, or other suitable purpose.

#### Eligibility

To qualify for development leave, a faculty member must serve at least three consecutive academic years performing full-time academic duty as an instructor. The work need not include teaching.

Alternatively, the faculty member may qualify for development leave as an administrator if the faculty member has had significant administrative duties relating to the operation of the College District for more than four years.

### **Application**

To be granted development leave for the subsequent academic year, a faculty member must apply to the College President by the first Monday in December in the year preceding the academic year in which the leave is requested on a signed and dated form created by the administration. The application shall contain:

- 1. The requested effective date and duration of leave.
- 2. A description of the specific purpose for which the leave is requested.
- 3. An explanation as to how the leave is consistent with the mission and purpose of the College District and the benefit of the leave to the College District.
- 4. An assurance that the faculty member intends to return to the College District following the completion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave, if approved, and that, if the faculty member does not return, the employee shall repay the College District for any benefits paid to or on behalf of the employee during the leave period.
- 5. Any other information deemed appropriate by the College President.

### Approval Procedure

A development leave committee shall be elected annually from the general faculty membership on a date determined by the College President to be no later than the application deadline. The committee shall be composed of ten members and shall elect a chair during the first meeting. The chair shall be responsible for scheduling and presiding over each meeting of the committee.

After reviewing the applications for development leave, the committee chair shall forward the committee's recommendation to the College President. After review of the committee's recommendation, the College President shall make a recommendation as to which applications should be granted for consideration at a Board meeting to occur before the end of the spring semester. No more than

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six percent of the College District's faculty members may be on development leave at any one time.

The College President shall inform the applicants of the final determination by the Board.

Duration and Compensation

Development leave shall be for one academic year at one-half of the faculty member's regular salary or for one-half academic year at full regular salary.

Exception

If the faculty member qualifies for development leave as an administrator, the Board may grant development leave at the faculty member's full, regular salary for one year.

Outside Employment A faculty member granted development leave is prohibited from accepting employment with another employer without permission of the Board.

Return to Work

The faculty member must agree to return to the College District following the conclusion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave and if not, to repay the College District for any benefits paid to or on behalf of the faculty member during the leave period.

Report

Upon returning from development leave, the faculty member must report to the Board in writing regarding whether the purpose of the leave was fulfilled with a description regarding the manner in which it was fulfilled or if it was not fulfilled, the reasons why the leave was not fulfilled.

# Workers' Compensation

Note:

Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the College District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave.

No Paid Leave Offset The College District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits.

#### **Court Appearances**

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the College District and shall not be deducted from the employee's pay or leave balance.

# Unpaid Leave of Absence

An employee may apply for a leave of absence without pay or benefits for a duration of no more than one calendar year to pursue academic interests including paid association with another academic institution, a foundation, or a commercial or business entity. An employee granted a leave of absence shall have the expectation of at

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least a one-year contract at the same level and under the same conditions as that of the contract held at the beginning of the leave at the College District. An employee who decides not to return to the College District at the end of the leave of absence shall give at least 90 days' notice. An employee requesting a leave of absence shall follow the same procedures as one who applies for development leave.

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#### Note:

This policy addresses complaints of sex and gender discrimination, sexual harassment, sexual violence, dating violence, domestic violence, stalking, and retaliation targeting employees. For additional legally referenced material relating to discrimination, harassment, and retaliation, see DAA(LEGAL). For sex discrimination, sexual harassment, sexual violence, dating violence, domestic violence, stalking, and retaliation targeting students, see FFDA.

### Statement of Nondiscrimination

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

#### **Definitions**

**Employee** 

Solely for purposes of this policy, the term "employee" includes former employees, applicants for employment, and unpaid interns.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of sex that adversely affects the employee's employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

#### Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

- Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
- The conduct is so severe, persistent, or pervasive that it has
  the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

#### Sexual Violence

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

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#### Dating Violence

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

### Domestic Violence

"Domestic violence" means violence committed by:

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

### Stalking

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

For the purposes of this definition:

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

#### Examples

Examples of sexual harassment of an employee may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; sexual assault as defined by law; offensive or derogatory language

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directed at another person's gender identity; and other sexually motivated conduct, communication, or contact.

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

**Prohibited Conduct** 

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

Complainant

In this policy, the term "complainant" refers to an employee who is alleged to have experienced prohibited conduct.

Respondent

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

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

### Reporting Procedures

Reporting by Alleged Victim

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

An employee who believes that the employeehe or she has experienced prohibited conduct may report the alleged acts to the employee'shis or her immediate supervisor, to the Title IX coordinator, or to the College President or designee.

Reports against the Title IX coordinator may be directed to the College President. A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation. An employee shall not be required to report prohibited conduct to the person alleged to have committed the conduct.

Alternatively, the employee may report electronically through the College District's website.

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

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

# Reporting by Other Employees

Any employee who believes that another employee has experienced prohibited conduct, regardless of when or where the incident occurred, shall immediately report the alleged acts to the Title IX coordinator. Additionally, the employee may report to the College President or designee.

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

#### Exceptions

Disclosure at Event

A person who received the information solely from a disclosure at a sexual harassment, sexual assault, dating violence, or stalking public awareness event sponsored by a postsecondary educational institution or by an employee organization affiliated with the institution is not required to report the prohibited conduct unless the person has authority to institute corrective measures on behalf of the College District.

Employee Subject to Confidentiality Rules Absent the employee's consent, or unless required by law, a confidential employee shall only be required to disclose the type of incident reported and may not disclose information that would violate the employee's expectation of privacy. If multiple confidential employees receive information about the same alleged incident, then only one report disclosing the type of incident must be submitted.

#### Peace Officer

A College District peace officer who received information regarding the incident from an employee who chooses to complete a pseudonym form as described by law shall only be required to disclose the type of incident reported and may not disclose the employee's name, phone number, address, or other information that may directly or indirectly reveal the employee's identity.

#### Prior Report

A person who has either learned of an incident of prohibited conduct during the course of the College District's review or process, or has confirmed with the person or office overseeing the review or process that the incident has been previously reported, is not required to report the prohibited conduct.

#### **Title IX Coordinator**

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The College District designates the following person to coordinate its efforts to

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comply with Title IX of the Education Amendments of 1972, as amended, and related state and federal laws:

Title IX Adam Finley, Executive Dean of Student Services

Coordinator:

Address: 225 College Park Drive, Weatherford, TX 76086

Telephone: (817) 599-8831

Email: <u>Title IX Coordinator email</u><sup>1</sup>

Webpage: <u>Title IX/Sexual Misconduct webpage</u><sup>2</sup>

Responsible Employees All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance

with Title IX.

**Timely Reporting** A failure to immediately report prohibited conduct may impair the

College District's ability to investigate and address the conduct.

**Consolidate Reports** When the allegations underlying two or more complaints arise out

of the same facts or circumstances, the College District may con-

solidate the complaints.

**Advisor** Each party to a complaint may be assisted by an advisor of the

party's choice who may participate in the proceedings in a manner

consistent with College District procedures.

**Conflict of Interest** 

**Prohibited** 

No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall have a conflict of interest or bias.

**Training** A person designated as the Title IX coordinator, a deputy Title IX

coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law

and College District procedures.

Days "Days" shall mean College District business days, unless otherwise

noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Extension of Timelines

Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an extension and the reason for the extension. A limited delay determined to be necessary so as not to impede a criminal or regulatory investigation shall constitute good cause for an extension of timelines

established by this policy and associated procedures.

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# Investigation of the Report

The College District may request, but shall not insist upon, a written report. If a report is made orally, the Title IX coordinator or designee shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the Title IX coordinator shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the Title IX coordinator shall promptly offer supportive measures to the complainant. The Title IX coordinator shall explain the process for filing a formal complaint and assess any request not to investigate. If the College District moves forward with the investigation, the Title IX coordinator shall immediately provide notice to the known parties to the complaint.

If the Title IX coordinator determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the Title IX coordinator shall refer the complaint for consideration under the appropriate policy.

Request Not to Investigate The complainant may request that the College District not investigate the allegations. If the complainant requests that the allegations not be investigated, in deciding whether to initiate the investigation, the College District must consider the factors described by law and any other factors the College District considers relevant.

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

Formal Complaint

To be considered a formal complaint under Title IX, the complainant or the Title IX coordinator must sign the written report.

Notice to Parties

The notice to the parties must describe the allegations and the formal and informal options for resolution of the complaint. The notice must state that the respondent is presumed not responsible until a determination regarding responsibility is made. The notice must also include information regarding the option to select an advisor, the opportunity to inspect and review evidence, and the prohibition on knowingly making false statements or submitting false information during the investigation and any ensuing proceedings.

If the allegations are subsequently amended, the College District shall provide an updated notice reflecting the new allegations.

Informal Resolution

The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution

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of a formal complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within ten days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process.

#### Formal Resolution

If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation.

### Supportive Measures

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to prevent prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive measures include work accommodations, such as leaves of absence or administrative leave; mutual restrictions on contact between the parties; counseling and health services; and increased security and monitoring of certain areas of the campus.

# College District Investigation

The investigation may be conducted by the Title IX coordinator or a designee or by a third party designated by the College District, such as an attorney. When appropriate, the supervisor shall be involved in or informed of the investigation.

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

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

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

# Concluding the Investigation

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

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

# Notification of the Report

The Title IX coordinator shall provide the investigation report, within the extent permitted by law, to the complainant and the respondent promptly following receipt. The parties shall be given ten days to respond to the report.

### College District Action

The Title IX coordinator shall submit the investigation report to the executive director of human resources promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.

The executive director of human resources or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed ten days. The hearing shall be conducted in accordance with law and College District procedures.

After the hearing, the executive director of human resources or designee shall determine whether each individual allegation of prohibited conduct occurred using a preponderance of evidence standard and determine the appropriate disciplinary or corrective action. In making the determination, the executive director of human resources or designee shall evaluate all relevant evidence objectively and shall not make credibility assessments based on a person's status as the complainant, the respondent, or a witness. The executive director of human resources or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.

## Disciplinary or Corrective Action

If the executive director of human resources or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The College District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Examples of disciplinary or corrective action may include:

- Implementing the disciplinary measures described in DH and the DM series for employees or FM for students;
- Providing a training program for those involved in the complaint;

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

#### Exception

The College District shall minimize attempts to require a complainant to resolve the problem directly with the person who engaged in the harassment; however, if that is the most appropriate resolution method, the College District shall be involved in an appropriate manner.

### Improper Conduct

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

# Dismissal of Complaint

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

Permissive Dismissal

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

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

DIAA (LOCAL)

Notice of Dismissal

Upon dismissal of a complaint, the Title IX coordinator or the executive director of human resources or designee shall provide the parties written notice of the dismissal.

#### Confidentiality

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

#### Retaliation

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

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

### Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

### Failure to Report and False Claims

An employee who intentionally makes a false claim, offers a false statement, participates in prohibited conduct, or refuses to cooperate with a College District investigation regarding harassment or discrimination is subject to appropriate discipline up to and including termination.

#### **Appeal**

Discipline or Corrective Action

### **Employees**

Suspension Without Pay or Termination of Contract Employees

Other Action

If the executive director of human resources or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the executive director of human resources or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.

If the executive director of human resources or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the executive director of human resources or designee shall inform the employee that the employee may appeal the determination within ten days in accordance with DGBA beginning at Level Two.

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Students

Suspension

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

Expulsion

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

Other Action

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

Other Appeals

All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]

Complaints Filed with State or Federal Agencies

A party shall be informed of any right to file a complaint with appropriate state or federal agencies in accordance with state and federal law.

#### **Records Retention**

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

Access to Policy, Procedures, and Related Materials Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to applicants for admission and employment and annually to College District employees, students, and parents or guardians of dual credit students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials and any materials used to train a person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator shall also be prominently published on the College District's website on a dedicated page accessible through a clear link on the homepage, taking into account applicable legal

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requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to an employee who makes a report.

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<sup>&</sup>lt;sup>1</sup> Title IX Coordinator email: <u>mailto:afinley@wc.edu</u>

<sup>&</sup>lt;sup>2</sup> Title IX/Sexual Misconduct webpage: <a href="https://www.wc.edu/campus-resources/title-ix-and-non-discrimination">https://www.wc.edu/campus-resources/title-ix-and-non-discrimination</a>

#### PROFESSIONAL DEVELOPMENT

DK (LOCAL)

Each employee shall meet the professional development standards described by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) as well as any professional development required of the employee by state or federal law or administrative regulations.

The College District shall require each full-time employee to participate in professional development activities that are specified by the institution to meet institutional needs or governmental mandates and other professional development needs that are necessary to fulfill the employee's professional growth plan as determined by the employee and his or her department chair or supervisor, as part of the evaluation system.

The evaluation system shall include a record of each employee's participation in the professional development activities specified by the College District. An employee who does not fulfill this part of his or her job responsibilities shall have this noted in his or her individual professional growth plan and annual employee appraisal.

The College District shall provide required professional development activities on campus. Schedules shall be published and distributed electronically via emaile-mail. All College District personnel shall be required to be in attendance at designated professional development activities.

# Cybersecurity Training

The College President or designee shall determine, from the list of cybersecurity training programs certified by the Department of Information Resources (DIR) and published to DIR's website, the cybersecurity training program to be used in the College District. The College President shall verify and report to DIR, in the form required by DIR, the compliance of each employee required to complete the program. The College President may remove access to the College District's computer systems and databases for noncompliance with training requirements as appropriate.

The College President shall periodically require an internal review of the College District to ensure compliance with the cybersecurity training requirements.

### Accounting and Tracking

Each employee shall be responsible for keeping his or her own professional development records. The employee shall be responsible for listing the professional development and related hours on the professional development summary form during the year. This form, along with any backup documentation requested by the supervisor, shall be discussed at the employee's annual performance conference. Work unit supervisors may request professional development documentation throughout the year to help track each em-

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### PROFESSIONAL DEVELOPMENT

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ployee's progress. Attendance at professional development activities shall require prior approval of the immediate supervisor. All contracts include the professional development requirement as approved by the Board.

### Contractual Employees

A contractual employee who does not meet the professional development requirement shall be issued a probationary contract until in compliance. Continued noncompliance shall be documented on the employee's annual appraisal and may result in recommendation for nonrenewal of the employee's contract.

### TERMINATION OF EMPLOYMENT RESIGNATION

DMD (LOCAL)

### General Requirements

All resignations shall be submitted in writing to the College President College President or other person designated by the Board in accordance with this policydesignee. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the College President or other person designated by the Board.

### **Contract Employees**

End of Contract Term Any employee serving under a term contract may resign the employee's his or her position and leave the employment of the College District effective at the end of the contract term without penalty, provided the employee submits a letter of resignation, in accordance with administrative regulations and the provisions at General Requirements GENERAL REQUIREMENTS, above.

The College President or other person designated by Board action The College President or designee shall be authorized to accept a term contract employee's resignation effective at the end of the contract term.

Prior to End of the Contract Term

An employee serving under a term contract wishing to resign prior to the end of the contract term must submit a letter of resignation in accordance with the provisions at General Requirements. GENERAL REQUIREMENTS. The consent of the Board or other person designated by Board actionits designee is required for resignations effective prior to the end of the contract term.

#### **At-Will Employees**

The College President College President or designee shall be authorized to accept the resignation of an at-will employee at any time. The College President may delegate to other administrators the authority to accept a resignation of an at-will employee.

### **Board Report**

At the next Board meeting, the College President College President shall provide to the Board a list of the employees who have resigned since the last Board meeting.

# Withdrawal of Resignation

Once submitted and accepted, the resignation of an employee serving under a term contract may not be withdrawn without the consent of the Board.

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### INSTRUCTIONAL ARRANGEMENTS COURSE LOAD AND SCHEDULES

ECC (LOCAL)

#### **Work Load**

The normal work load for the fall or spring semester shall be 15 semester hours. Work loads in excess of 16 semester hours shall require approval by the vice president of academics and student services. The maximum work load shall be no more than 21 semester hours.

The normal work load for the summer session shall be six semester hours for each six-week term or 12 semester hours for a full summer semester. Work loads in excess of six semester hours per term or 12 semester hours per summer semester shall require approval by the vice president of academics and student services. The maximum summer credit hours earned shall be eight semester hours for one term or 16 semester hours for a full summer semester.

### Limitation on Number of Dropped Courses

A College District student shall not be permitted to drop more than six courses taken while enrolled at the College District or another public institution of higher education. For the limit to apply:

- 1. The student must be permitted to drop the course without receiving a grade or being penalized academically;
- 2. The student's transcript must indicate or will indicate the student was enrolled in the course; and
- 3. The student must not have dropped the course to withdraw from the College District.

### Exceptions for Good Cause

A student shall be permitted to exceed the limit on the number of dropped courses for any of the following reasons:

- 1. A severe illness or other debilitating condition that affects the student's ability to satisfactorily complete a course;
- 2. The care of a sick, injured, or needy person if providing that care affects the student's ability to satisfactorily complete a course:
- 3. The death of a member of the student's family as defined by law:
- 4. The death of a person who has a sufficiently close relationship to the student as defined by law;
- 5. The student's active military duty service;
- 6. The active military service of a member of the student's family or a person who has a sufficiently close relationship to the student; or

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# INSTRUCTIONAL ARRANGEMENTS COURSE LOAD AND SCHEDULES

ECC (LOCAL)

- 7. A change in the student's work schedule that is beyond the student's control and affects the student's ability to satisfactorily complete the course or;
- 8. A disaster declared by the governor that prevents or limits inperson course attendance for a period that significantly affects the student's ability to participate in coursework.

# Exception for Reenrolled Students

A qualifying reenrolled student may drop a seventh course in accordance with law.

# Exception for COVID-19 Pandemic

A course dropped by a student during the 2020 spring or summer semester or the 2020–21 academic year because of a bar or limit on in-person course attendance due to the COVID-19 pandemic may not be counted toward the limit on the number of dropped courses.

#### **Procedures**

The College President shall develop procedures to implement this policy and shall publish the procedures in the College District catalog.

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FFDA (LOCAL)

#### Note:

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

## Statement of Nondiscrimination

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

#### **Definitions**

Discrimination

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

# Sexual Harassment By an Employee

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

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

#### By Others

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

#### Sexual Violence

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

#### Dating Violence

"Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature

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with the victim. The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

### Domestic Violence

"Domestic violence" means violence committed by:

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

#### Stalking

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

For the purposes of this definition:

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

### Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; rape; sexual assault as defined by law; sexual battery; sexual coercion; and other sexually motivated conduct, communications, or contact.

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

### Gender-Based Harassment

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

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

#### Examples

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

### **Prohibited Conduct**

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

#### Complainant

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

#### Respondent

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

## Confidential Employee

A "confidential employee" is a person who holds a professional license requiring confidentiality, such as a counselor or medical provider, who is supervised by such a person, or a person who is a

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# Reporting Procedures

Student Report

nonprofessional counselor or advocate designated in administrative procedures as a confidential source.

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

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

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

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

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

Exception

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

**Employee Report** 

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

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

Exceptions

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Disclosure at Event

A person who received the information solely from a disclosure at a sexual harassment, sexual assault, dating violence, or stalking public awareness event sponsored by a postsecondary educational institution or by a student organization affiliated with the institution is not required to report the prohibited conduct unless the person has the authority to institute corrective measures on behalf of the College District.

Employee Subject to Confidentiality Rules Absent the student's consent, or unless required by law, a confidential employee shall only be required to disclose the type of incident reported and may not disclose information that would violate the student's expectation of privacy. If multiple confidential employees receive information about the same alleged incident, then only one report disclosing the type of incident must be submitted.

Peace Officer

A College District peace officer who received information regarding the incident from a student who chooses to complete a pseudonym form as described by law shall only be required to disclose the type of incident reported and may not disclose the student's name, phone number, address, or other information that may directly or indirectly reveal the student's identity.

Prior Report

A person who has either learned of an incident of prohibited conduct during the course of the College District's review or process, or has confirmed with the person or office overseeing the review or process that the incident has been previously reported, is not required to report the prohibited conduct.

**Title IX Coordinator** 

Reports of discrimination based on sex, including sexual harassment and gender-based harassment, may be directed to the Title IX coordinator. The College District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, and related state and federal laws:

Title IX Adam Finley, Executive Dean of Student Services

Coordinator:

Address: 225 College Park Drive, Weatherford, TX 76086

Telephone: (817) 599-8831

Email: <u>Title IX Coordinator email</u><sup>1</sup>

Webpage: <u>Title IX/Sexual Misconduct webpage</u><sup>2</sup>

Responsible Employees All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance with Title IX.

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**Timely Reporting** A failure to immediately report prohibited conduct may impair the

College District's ability to investigate and address the conduct.

**Consolidate Reports** When the allegations underlying two or more reports arise out of

the same facts or circumstances, the College District may consoli-

date the reports.

**Advisor** Each party to the complaint may be assisted by an advisor of the

party's choice who may participate in the proceedings in a manner

consistent with College District procedures.

**Conflict of Interest** 

**Prohibited** 

No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an

informal resolution process shall have a conflict of interest or bias.

**Training** A person designated as the Title IX coordinator, a deputy Title IX

> coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law

and College District procedures.

**Days** "Days" shall mean College District business days, unless otherwise

> noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

**Extension of Timelines** 

Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an exten-

sion and the reason for the extension.

Investigation of the Report

The College District may request, but shall not require, a written report. If a report is made orally, the Title IX coordinator or designee

shall reduce the report to written form.

**Initial Assessment** 

Upon receipt or notice of a report, the Title IX coordinator shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the Title IX coordinator shall promptly offer supportive measures to the complainant. The Title IX coordinator shall explain the process for filing a formal complaint and assess any request not to investigate. If the College District moves forward with the investigation, the Title IX coordinator shall immediately provide notice to the known parties to the complaint.

If the Title IX coordinator determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or requlations, the Title IX coordinator shall refer the complaint for con-

sideration under the appropriate policy.

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Request Not to Investigate The complainant may request that the College District not investigate the allegations. If the complainant requests that the allegations not be investigated, in deciding whether to initiate the investigation, the College District must consider the factors described by law and any other factors the College District considers relevant.

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

**Formal Complaint** 

To be considered a formal complaint under Title IX, the complainant or the Title IX coordinator must sign the written report.

Notice to Parties

The notice to the parties must describe the allegations and the formal and informal options for resolution of the complaint. The notice must state that the respondent is presumed not responsible until a determination regarding responsibility is made. The notice must also include information regarding the option to select an advisor, the opportunity to inspect and review evidence, and the prohibition on knowingly making false statements or submitting false information during the investigation and any ensuing proceedings.

If the allegations are subsequently amended, the College District shall provide an updated notice reflecting the new allegations.

Informal Resolution

The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution of the complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within ten days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process. This process is not available in situations where an employee is alleged to have sexually harassed a student.

Formal Resolution

If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation, except as provided below at Criminal or Regulatory Investigation.

Supportive Measures

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to address prohibited conduct, protect the safety of the parties and

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

### College District Investigation

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

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

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

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

### Criminal or Regulatory Investigation

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

## Concluding the Investigation

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

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

Notification of the Report

The Title IX coordinator shall provide the investigation report, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the complainant and the respondent promptly following receipt. The parties shall be given ten days to respond to the report.

### College District Action

The Title IX coordinator shall submit the investigation report and any response from the parties to the vice president of academics and student affairsvice president of academics and student affairs promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.

The vice president of academics and student affairs The vice president of academics and student affairs or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed ten days, following the receipt of the investigation report. The hearing shall be conducted in accordance with law and College District procedures.

After the hearing, the vice president of academics and student affairs vice president of academics and student affairs or designee shall determine whether each individual allegation of prohibited conduct occurred using a preponderance of the evidence standard and determine the appropriate disciplinary or corrective action. In making the determination, the vice president of academics and student affairs vice president of academics and student affairs or designee shall evaluate all relevant evidence objectively and shall not make credibility assessments based on a person's status as the complainant, the respondent, or a witness. The vice president of academics and student affairs or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.

Disciplinary or Corrective Action

If the vice president of academics and student affairs vice president of academics and student affairs or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

Examples of disciplinary or corrective action may include:

 Implementing the disciplinary measures described in FM for students or DH and DM series for employees;

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

#### Exception

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

#### Improper Conduct

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

### Dismissal of Complaint

Mandatory Dismissal

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

Permissive Dismissal

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

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

Notice of Dismissal

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

#### Confidentiality

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

#### Retaliation

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

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

#### **Examples**

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

### Failure to Report and **False Claims**

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

#### **Appeal**

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

Discipline or Corrective Action

Students

Suspension

Expulsion

If the vice president of academics and student affairs If the vice president of academics and student affairs or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence

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collected during the investigation and hearing to the College President to schedule an expulsion hearing before the Board in accordance with FMA.

Other Action

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

#### *Employee*

Suspension Without Pay or Termination of Contract Employees If the vice president of academics and student affairs vice president of academics and student affairs or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the vice president of academics and student affairs vice president of academics and student affairs or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.

Other Action

If the vice president of academics and student affairs vice president of academics and student affairs or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the vice president of academics and student affairs vice president of academics and student affairs or designee shall inform the employee that the employee may appeal the determination within ten days in accordance with DGBA, beginning at Level Three.

#### Other Appeals

All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]

### Complaints Filed

with OCR

A party shall be informed of the party's his or her right to file a complaint with the U.S. Department of Education Office for Civil Rights (OCR).

#### **Records Retention**

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

### Access to Policy, Procedures, and Related Materials

Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to applicants for admission and employment and annually to College District employees, students, and parents or guardians of dual credit students in compliance with law and in a manner calculated

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**UPDATE 4239** 

Weatherford College 184501

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

FFDA (LOCAL)

to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials and any materials used to train a person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator shall also be prominently published on the College District's website on a dedicated page accessible through a clear link on the homepage, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to a student who makes a report.

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**UPDATE 4239** 

<sup>&</sup>lt;sup>1</sup> Title IX Coordinator email: <u>mailto:afinley@wc.edu</u>

<sup>&</sup>lt;sup>2</sup> Title IX/Sexual Misconduct webpage: <a href="https://www.wc.edu/campus-resources/title-ix-and-non-discrimination">https://www.wc.edu/campus-resources/title-ix-and-non-discrimination</a>

FLB (LOCAL)

#### **Definitions**

Definitions of terms used in this policy shall be as follows.

Student

A "student" shall mean an individual who is currently enrolled in the College District and any prospective or former student who has been accepted for admission or readmission to any component institution while on the premises of any component institution.

**Premises** 

The "premises" of the College District is defined as all real property over which the College District has possession and control.

Scholastic Dishonesty "Scholastic dishonesty" shall include, but not be limited to, cheating, plagiarism, and collusion.

"Cheating" shall include, but not be limited to:

- 1. Copying from another student's test or class work;
- 2. Using test materials not authorized by the person administering the test;
- 3. Collaborating with or seeking aid from another student during a test without permission from the test administrator;
- 4. Knowingly using, buying, selling, stealing, or soliciting, in whole or in part, the contents of an unadministered test, paper, or another assignment;
- 5. The unauthorized transporting or removal, in whole or in part, of the contents of the unadministered test;
- 6. Substituting for another student, or permitting another student to substitute for one's self, to take a test;
- 7. Bribing another person to obtain an unadministered test or information about an unadministered test: or
- 8. Manipulating a test, assignment, or final course grades.

"Plagiarism" shall be defined as the appropriating, buying, receiving as a gift, or obtaining by any means another's work and the unacknowledged submission or incorporation of it in one's own written work.

"Collusion" shall be defined as the unauthorized collaboration with another person in preparing written work for fulfillment of course requirements.

#### **Disorderly Conduct**

"Disorderly conduct" shall include any of the following activities occurring on premises owned or controlled by the College District:

1. Behavior of a boisterous and tumultuous character such that there is a clear and present danger of alarming persons where no legitimate reason for alarm exists.

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- Interference with the peaceful and lawful conduct of persons under circumstances in which there is reason to believe that such conduct will cause or provoke a disturbance.
- 3. Violent and forceful behavior at any time such that there is a clear and present danger that free movement of other persons will be impaired.
- 4. Behavior involving personal abuse or assault when such behavior creates a clear and present danger of causing assaults or fights.
- Violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which there is reason to believe that such conduct will cause or provoke a disturbance.
- Willful and malicious behavior that interrupts the speaker of any lawful assembly or impairs the lawful right of others to participate effectively in such assembly or meeting when there is reason to believe that such conduct will cause or provoke a disturbance.
- 7. Willful and malicious behavior that obstructs or causes the obstruction of any doorway, hall, or any other passageway in a College District building to such an extent that the employees, officers, and other persons, including visitors, having business with the College District are denied entrance into, exit from, or free passage in such building.

### Responsibility

Each student shall be charged with notice and knowledge of, and shall be required to comply with, the contents and provisions of the College District's rules and regulations concerning student conduct.

All students shall obey the law, show respect for properly constituted authority, and observe correct standards of conduct. Each student shall be expected to:

- Demonstrate courtesy, even when others do not;
- 2. Behave in a responsible manner, always exercising self-discipline;
- 3. Attend all classes, regularly and on time;
- 4. Prepare for each class and take appropriate materials and assignments to class;
- 5. Obey all classroom rules;

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- 6. Respect the rights and privileges of students, faculty, and other College District staff and volunteers;
- 7. Respect the property of others, including College District property and facilities; and
- 8. Cooperate with and assist the College District staff in maintaining safety, order, and discipline.

#### **Prohibited Conduct**

Federal, State, and Local Law

Violations of federal, state, or local law or College District policies, procedures, or rules, including the student handbook shall be prohibited.

Prohibited Weapons and Devices

Possession, distribution, sale, or use of firearms, location-restricted knives, clubs, knuckles, firearm silencers, or other prohibited weapons or devices, as described in violation of law or College District policies and procedures CHF, without prior approval shall be prohibited. [See CHF]

Drugs and Alcohol

Behaviors regarding drugs and alcohol and associated paraphernalia shall be prohibited as described in policy FLBE.

Debts

Owing a monetary debt to the College District that is considered delinquent or writing an "insufficient funds" check to the College District shall be prohibited.

**Disruptions** 

"Disorderly conduct," as defined above, or disruptive behavior shall be prohibited.

Behavior Targeting Others

The following behavior targeting others shall be prohibited:

- 1. Threatening another person, including a student or employee;
- 2. Intentionally, knowingly, or negligently causing physical harm to any person;
- Engaging in conduct that constitutes harassment, sexual assault, dating violence, stalking, or bullying directed toward another person, including a student or employee; [See DIA series, FFD series, and FFE as appropriate]
- 4. Hazing with or without the consent of a student; [See FLBC]
- Initiations by organizations that include features that are dangerous, harmful, or degrading to the student, a violation of which also renders the organization subject to appropriate discipline; and
- 6. Endangering the health or safety of members of the College District community or visitors to the premises.

Property

The following behavior regarding property shall be prohibited:

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- 1. Intentionally, knowingly, or negligently defacing, damaging, misusing, or destroying College District property or property owned by others;
- 2. Stealing from the College District or others; and
- 3. Theft, sabotage, destruction, distribution, or other use of the intellectual property of the College District or third parties without permission.

#### Directives

Failure to comply with directives given by College District personnel, and failure to provide identification when requested to do so by College District personnel shall be prohibited.

### Tobacco and E-cigarettes

Possession or use of tobacco products or e-cigarettes on College District property without authorization shall be prohibited. [See FLBD]

### Misuse of Technology

The following behavior regarding misuse of technology shall be prohibited:

- 1. Violating policies, rules, or agreements signed by the student regarding the use of technology resources;
- Attempting to access or circumvent passwords or other security-related information of the College District, students, or employees or uploading or creating computer viruses;
- Attempting to alter, destroy, disable, or restrict access to College District technology resources including but not limited to computers and related equipment, College District data, the data of others, or other networks connected to the College District's system without permission;
- 4. Using the internet or other electronic communications to threaten College District students, employees, or volunteers;
- 5. Sending, posting, or possessing electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal;
- Using email or websites to engage in or encourage illegal behavior or threaten the safety of the College District, students, employees, or visitors; and
- Possessing published or electronic material that is designed to promote or encourage illegal behavior or that could threaten the safety of the College District, students, employees, or visitors.

### Dishonesty

The following behavior regarding dishonesty shall be prohibited:

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- 1. Scholastic dishonesty, as defined above;
- Making false accusations or perpetrating hoaxes regarding the safety of the College District, students, employees, or visitors;
- 3. Intentionally or knowingly providing false information to the College District; and
- 4. Intentionally or knowingly falsifying records, passes, or other College District-related documents.

### Gambling and Other Conduct

Gambling or engaging in any other conduct that College District officials might reasonably believe will substantially disrupt the College District program or incite violence shall be prohibited.

### Discipline

A student shall be subject to discipline, including suspension, in accordance with FM and FMA if the student violates this policy:

- 1. While on College District premises;
- 2. While attending a College District activity; or
- 3. While elsewhere if the behavior adversely impacts the educational environment or otherwise interferes with the College District's operations or objectives.

#### **Publication**

The student conduct rules contained in this policy and any other conduct rules of the College District developed by the College President College President shall be published in the student handbook.

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### PUBLIC INFORMATION PROGRAM REQUESTS FOR INFORMATION

GCB (LOCAL)

Requests for public information shall be made to the College District by one of the following methods:

- 1. Hand delivery;
- U.S. mail to 225 College Park Drive, Weatherford, TX 76086225 College Park Drive, Weatherford, TX 76086; or
- 3. Email at cwoerly@wc.educwoerly@wc.edu.

# Suspension of Public Information During a Catastrophe

In the event a catastrophe, as defined by law, significantly impacts the College District such that the catastrophe directly causes the inability of the College District to comply with the requirements of the Texas Public Information Act (PIA), the Board shall suspend the applicability of the PIATexas Public Information Act to the College District for the time permitted by law and provide the required notices to the attorney general and the public. The Board shall extend an initial suspension period as necessary in accordance with law. [See GCB(LEGAL)]

### Charging for Personnel Time

In addition to other labor charges permitted by, and in accordance with law, the College District shall charge a requestor for additional personnel time spent producing information for the requestor after College District personnel have collectively spent:

- 1. Thirty-six hours of time during the College District's fiscal year; or
- 2. Fifteen hours of time during a one-month period.

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# Weatherford College Board of Trustees Consent Agenda

**DATE:** February 10, 2022 **AGENDA ITEM #** 4.f.

SUBJECT: BuyBoard Cooperative Contract Proposal for Replacement of HVAC Units at Coyote

Village

**INFORMATION AND DISCUSSION:** Weatherford College is taking steps to improve air quality and prevent the spread of viruses such as corona19, flu A and flu B among our student population in our Coyote Village dormitories. The current HVAC units are oversized and cause high humidity and mildew. In order to meet this objective, Weatherford College has solicited a BuyBoard Cooperative contract proposal from The Brandt Companies for forty-eight (48) 2-ton HVAC units and thirteen (13) 1.5-ton HVAC units. Funds have been allocated in the ARPA (American Rescue Plan Act) Grant for purchase of these products and services.

After evaluation and review of the proposal, Mr. Jon Stark, CBRE/WC Facilities Manager, and Mrs. Toni Martin, Assistant Director of Purchasing, recommend approval of the proposal as follows.

The Brandt Companies BuyBoard contract #638-21 proposal #P-20220121-0001 for \$326,643.00 includes labor, materials and installation.

**RECOMMENDATION:** The Board of Trustees award proposal as presented.

ATTACHMENTS: The Brandt Companies BuyBoard Contract Proposal #P-20220121-0001

**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Affairs

January 21, 2022

For more than 60 years, Brandt has worked to design, build and service facilities that are energy efficient, environmentally sensitive & cost effective.



P-20220121-0001

Coyote Village Unit Replacement

# Proposal Presented To: BuyBoard 638-21

Rhonda Swan

### For Work Performed At:

Rhonda Swan

Weatherford College 225 College Park Dr Weatherford, Tx 76086

### Prepared By:

Karl Kirkpatrick

Service Account Manager

Cell: 817-757-9189

Fax: -

Email: karl.kirkpatrick@brandt.us

24 Hour Service Dispatch (817) 626-1693











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Proposal Date:	January 21, 2022	Proposal#:	P-20220121-0001
24 Hour Service	Dispatch: (817) 626-1693	Reference:	Coyote Village Unit Replacement
Customer:		Service Site:	
	Rhonda Swan		Rhonda Swan
	BuyBoard 638-21 Weatherford College		Weatherford College
	225 College Park Dr		225 College Park Dr
	Weatherford, Tx 76086		Weatherford, Tx 76086
X Repair wor	k proposals are for the scope as listed on the following page.		
Equipment	replacement proposals are for the scope of work as listed on the form	ollowing page.	
	The Brandt Companies, LLC is pleased to sub	omit the following price and	general scope of work to be performed,
	(at the above-referenced service site), in the amount	ount of: \$ 32	6,643.00 excluding any applicable taxes.
	Price	Valid for 5 Business Days	3
	Remit To: The Brandt Companies, LLC, P	2.O.Box 227351, Dallas, T	X 75222-7351 - Tax EIN: 37-1652957
	• Austin • Dallas • For	rt Worth • Houston • Sa	n Antonio • Waco
	We appreciate the opportunity to provide you with our		
order	•	•	om the invoice date, and past due after thirty days.
	This contract is not valid without attachment and sig	nature of customer on Service	Descriptions Page and Terms and conditions.
		Best Regards,	
		Ka	rl Kirkpatrick
		Service	e Account Manager
			817-757-9189
		Fax:	
		Email:	karl.kirkpatrick@brandt.us
	Customer Acceptance		The Brandt Companies, LLC
Accepted By:			Accepted By:
Name:			Name:
Title:			Title:
Company:			The Brandt Companies, LLC
Date:			Date:
Purchase Order N	umber:		www.brandt-companies.com

 $Regulated \ by \ The \ Department \ of \ \textit{Licensing and Regulation/P.O. Box 12157, Austin, TX \ 78711/1-800-803-9202/512-463-6599/www. license. state.tx, us \ and \ an observable of \ \textit{Licensing and Regulation/P.O. Box 12157, Austin, TX \ 78711/1-800-803-9202/512-463-6599/www. license. state.tx, us \ \textit{Licensing and Regulation/P.O. Box 12157, Austin, TX \ 78711/1-800-803-9202/512-463-6599/www. license. state.tx, us \ \textit{Licensing and Regulation/P.O. Box 12157, Austin, TX \ 78711/1-800-803-9202/512-463-6599/www. license. state.tx, us \ \textit{Licensing and Regulation/P.O. Box 12157, Austin, TX \ 78711/1-800-803-9202/512-463-6599/www. license. state.tx, us \ \textit{Licensing and Regulation/P.O. Box 12157, Austin, TX \ 78711/1-800-803-9202/512-463-6599/www. license. state.tx, us \ \textit{Licensing and Regulation/P.O. Box 12157, Austin, TX \ 78711/1-800-803-9202/512-463-6599/www. license. state.tx, us \ \textit{Licensing and Regulation/P.O. Box 12157, Austin, TX \ 78711/1-800-803-9202/512-463-6599/www. license. State \ \textit{Licensing and Regulation/P.O. Box 12157, Austin, TX \ 78711/1-800-803-9202/512-463-6599/www. license. State \ \textit{Licensing and Regulation/P.O. Box 12157, Austin, TX \ 78711/1-800-803-9202/512-463-6599/www. license. State \ \textit{Licensing and Regulation/P.O. Box 12157, Austin, TX \ 78711/1-800-803-9202/512-463-6599/www. license. }$ 

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.



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Proposal Date: Janu	uary 21, 2022	Proposal#:	P-20220121-0001
24 Hour Service Dispatch:	(817) 626-1693	Reference:	Coyote Village Unit Replacement

### **Scope of Work:**

- This proposal is for 61 units-both indoor and outdoor reusing existing copper line sets
- Safely stage units at Weatherford College in a secured area (Brandt will supply Conex so units are safe and out of the weather)
- This proposal includes flushing line sets, insulation and electrical
- Supply and install (48) 2 ton units, (13) 1.5 ton units
- Confirm proper operation of units
- A Weatherford College or CBRE representative must escort our technicians while we are in the dorms
- Delivery of new units and removal of old units is included

Accepted By Customer	Brandt·	



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<b>Proposal Date:</b>	January 21, 2022	Proposal#:	P-20220121-0001
24 Hour Service Dispa	itch: (817) 626-1693	Reference:	Coyote Village Unit Replacement

### **Exclusions:**

- Any scope or requirement not specifically defined is not included.
- Any delays to work schedule by anyone other than Brandt Companies will be billed as an addition to the contracted price.
- Estimates are based on the information received from the client.
- Pricing is based upon regular working hours. Overtime & Holiday hours are excluded from this proposal.
- Price does not include any building updates to meet code requirements.
- Controls work of any kind to existing BMS
- Fire alarm/smoke detector work of any kind to existing fire control system.
- Structural engineering, additional support, or modification of any kind to building.
- Test and Balance of any kind.
- Permit
- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Not responsible for unlocated utilities.
- Brandt is not responsible for damaged or missing personal items

Accepted By Customer:		Brandt:	
= -	•	-	



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Proposal Date: Janua	ry 21, 2022	Proposal#:	P-20220121-0001
24 Hour Service Dispatch:	(817) 626-1693	Reference:	Coyote Village Unit Replacement
Brandt's Service Proposal #	P-20220121-0001	_("Proposal") is conditioned upon the following ten	ms and conditions, which

- are incorporated by reference and, together with the Proposal, form the Contract between the parties:
- Warranty. Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- Insurance. So long as any of the Work remains to be com-pleted, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
  - (A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;

(B)General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).

The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.

- 3 <u>General Limitations on Scope of Work.</u> Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
  - (a.) Maintenance or repair of Equipment cabinets;
  - (b.) Ductwork and air distribution devices;
  - (c.) Water supply or drain beyond the Equipment;
  - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
  - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
  - (f.) Moving or relocation of the subject equipment;
  - (g.) Repairs due to freezing;
  - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
  - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
  - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
  - (k.) Water treatment: and
  - (l.) Piping systems of any nature.
- Hoisting/Rigging Operations. Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- Work Hours. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- Payments. Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not
- 7 Cancellation. This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer:	Brandt:	



1001 NE Loop 820 Suite 300, Fort Worth, TX 76131, (817) 626-0033, TACLA64706R/TECL20109/M40211

<b>Proposal Date:</b>	January 21, 2022	Proposal#:	P-20220121-0001
24 Hour Service Dispa	tch: (817) 626-1693	Reference:	Coyote Village Unit Replacement

- No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Accepted By Customer: Brand	lt:
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# Weatherford College Board of Trustees Consent Agenda

**DATE:** February 10, 2022 **AGENDA ITEM** #4.g.

SUBJECT: Disposal of Obsolete and Surplus Items Through E-waste Recycling & Online Auction

**INFORMATION AND DISCUSSION:** According to the Weatherford College Purchasing Policy 16.21Means of Disbursement, items determined to be obsolete, surplus or unusable shall be disposed of in one of the following manners:

- Disposal through public sale/auction
- Sale through bid process
- Sale to salvage companies
- Placement in trash
- E-waste recycling

Authorization to dispose of items through the above means requires approval from the Board of Trustees before disposal. Attached are the lists and pictures of recommended obsolete and surplus items to be disposed of by e-waste recycling with United Electronic Recycling, LLC through our interlocal cooperative contract with the City of Plano as well as items to be placed for sale in an online auction with Lone Star Auctioneers through our interlocal cooperative with TASB Buyboard Contract #620-20. Jeanie Hobbs, Director of Purchasing, recommends disposal of the obsolete and surplus items as requested.

**RECOMMENDATION:** That the Board of Trustees authorize disposal of obsolete and surplus items as presented.

**ATTACHMENTS:** Weatherford College Obsolete and Surplus Items

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SUBMITTED BY: Dr. Andra R. Cantrell, Executive Vice-President for Financial & Administrative Affairs

INV#	DATE	VENDOR	PO #	ACCT.#	DEPT	DESCRIPTION	DETAILED DESCRIPTION	MAKE/MANUFACTURER	MODEL#	SERIAL# F.	AC B	SLDG.	ROOM	SEGMENT	\$500-\$4999.99	>\$5000.00
		-						,								700000
	5/2/07	DELL USA	73457	10-1-1110	10-1-6000	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA DELL USA	745 USFF	CGW5XC1 EC		GRI GRI	RECYCLE	RECYCLE	\$1,165.88	
	04/05/12 12/12/08	DELL USA DELL USA	22732 81702	10-1-1125 10-1-1130	10-1-1125 10-1-1130	COMPUTERS AND EQUIPMENT COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA  DELL USA	E6520 755 USFF	2PZ69F1 E0		GRI	RECYCLE RECYCLE	RECYCLE	\$990.86 \$1,030.15	
22308	7/15/08	DELL USA	84209	10-1-1130	10-1-1130	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OptiPlex 755	G69VRG1 E0		GRI	RECYCLE	RECTCLE	\$735.00	
	09/25/09	APPLE INC	00584	10-1-1150	10-1-1150	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE	MACBOOK PRO 17	'W893919B8YB EG		GRI		RECYCLE	\$2,614.00	
24611	09/04/15	APPLE INC	60151	10-1-1150	10-1-1150	COMPUTERS AND EQUIPMENT	DESKTOP	APPLE INC	A1419	D25Q90N2F8J9 E0		GRI	RECYCLE	RECYCLE	\$2.023.00	
	09/04/15	APPLE INC	60151	10-1-1150	10-1-1150	COMPUTERS AND EQUIPMENT	DESKTOP	APPLE INC	A1419	D25Q90N2F8J9 E0		GRI	RECYCLE	RECYCLE	\$2,272.00	
	06/05/06	APPLE INC	63905	10-1-1500	10-1-2065	COMPUTERS AND EQUIPMENT	MONITOR	APPLE	M9177			GRI	RECYCLE	RECYCLE	\$699.00	
	4/9/07	TECH DEPOT	72807	10-1-1500	10-1-1500	COMPUTERS AND EQUIPMENT	PRINTER	HP	9050N			GRI		RECYCLE	\$3,315.00	
22085	7/15/08	DELL USA	84209	10-1-1510	10-1-1510	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 755	9Q1WRG1 EG	. A	GRI	RECYCLE		\$735.00	
22201	7/15/08	DELL USA	84209	10-1-1510	10-1-1510	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 755	25GTRG1 EG	. A	GRI	RECYCLE		\$735.00	
22290	7/15/08	DELL USA	84209	10-1-1510	10-1-1510	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 755	4D9VRG1 EG	. A	GRI	RECYCLE		\$735.00	
24112	03/27/14	DELL USA	42738	10-1-1515	10-1-1515	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6540	3Y0RWZ1 EG	. A	GRI	RECYCLE	D. KAHLDEN	\$944.01	
21222	10/27/05	DELL USA	61128	10-1-2030	10-1-5144	COMPUTERS AND EQUIPMENT	DESKTOP	Dell USA	GX620	9FMWP81 EG	. A	GRI	RECYCLE	RECYCLE	\$1,087.58	
22982	05/11/11	DELL USA	13496	10-1-2030	10-1-6000	COMPUTERS AND EQUIPMENT	DESKTOP	Dell USA	OPTIPLEX 780	3CH0KN1 EG	C A	GRI	RECYCLE	RECYCLE	\$934.08	
23520	11/23/09	DELL USA	00917	10-1-2030	10-1-2030	COMPUTERS AND EQUIPMENT	LAPTOP	Dell USA	LATITUDE E6500	FMFG3L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
26021	06/15/11	APPLE INC	13701	10-1-2030	10-1-2030	COMPUTERS AND EQUIPMENT	DESKTOP	Apple	IMAC 20"	H01190CBHS6 EG		GRI	RECYCLE	RECYCLE	\$899.00	
	07/16/14	DELL USA	43920	10-1-2030	10-1-2030	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	M2800	8Z11H12 EG	_	GRI	RECYCLE	RECYCLE	\$1,132.00	İ
24101	05/20/14	RGB SYSTEMS	43527	10-1-2030	10-1-2030	AUDIO VISUAL EQUIPMENT	MEDIA LINK CONTROLLER	EXTRON	INTERFACE	N/A EG		GRI	RECYCLE	ADD TO INV# 241	\$150.93	
	07/28/16	APPLE INC	64207	10-1-2065	10-1-2065	COMPUTERS AND EQUIPMENT	DESKTOP	APPLE INC	MAC PRO A1481	F5KS3039F695 E0		GRI	RECYCLE	K. EDWARDS	\$3,599.00	
22093	7/15/08	DELL USA	84209	10-1-2075	10-1-4130	COMPUTERS AND EQUIPMENT	DESKTOP	Dell USA	OPTIPLEX 755	BQ1WRG1 EG		GRI	RECYCLE	RECYCLE	\$735.00	
	07/26/10	EDUCATION 2000	04585	10-1-4100		AUDIO VISUAL EQUIPMENT	CAPTURE WIRELESS / PAD	MIMIO	600-0050	B68D657E E0		GRI	RECYCLE	RECYCLE	\$1,207.00	
24990	12/05/16	APPLE INC	71572	10-1-4101	10-1-4101	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15	C025KBQYG8WN EG	. A	GRI	RECYCLE	K. BOSWELL	\$1,817.00	
25022	06/01/10	COMPUTERLAND TEXAS	04065	10-1-4102	10-10-13120	AUDIO VISUAL EQUIPMENT	LCD PROJECTOR	NEC	NP610	0300107FD EG	. A	GRI	RECYCLE		\$1,237.00	
24493	02/06/15	DELL USA	51971	10-1-4106	10-1-5300	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	PRECISION M2800			GRI	RECYCLE	COORDINATOR	\$1,000.30	
21697	0306/07	SOFTWARE HOUSE INT.	72514	10-1-4108	10-1-4108	COMPUTERS AND EQUIPMENT	SCANNER	CANON	DR2050C	DL333193 EG		GRI	RECYCLE	RECYCLE	\$525.00	
25864	08/21/13	DELL USA	34435	10-1-4110	10-1-4110	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6530	5JKSNX1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,009.65	
25876	08/29/13	DELL USA	34455	10-1-4110	10-1-4110	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6530	CRM1PX1 EG		GRI	RECYCLE	L. LUM	\$1,009.65	
24459	12/16/14	DELL USA	51554	10-1-4110	10-1-4110	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	M2800	C750Q12 E0	. A	.GRI	RECYCLE	RECYCLE	\$1,001.94	
	09/07/05	B & H PHOTO VIDEO	60067	10-1-4136	10-1-4136	AUDIO VISUAL EQUIPMENT	MIXER BOARD	MACKIE	ONYX 3280	21NU10144 EG	. A	GRI	RECYCLE	RECYCLE	\$3,390.00	
23554	11/23/09	DELL USA	00734	10-1-4154	10-1-4154	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 760	JB6C3L1 EG	. A	GRI	RECYCLE		\$826.00	
25250	10/14/10	DELL USA	11088A	10-1-4154	10-1-4154	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 780	2WD8MN1 EG	. A	GRI	RECYCLE	SUCCESS CONNEC	\$896.20	
25119	10/14/10	DELL USA	12159	10-1-4154	10-1-4154	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 780	2SVH9P1 EG	. A	GRI	RECYCLE		\$905.97	
25253	10/14/10	DELL USA	11354	10-1-4154	10-1-4154	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 780	DFFZMN1 EG	. A	GRI	RECYCLE		\$896.20	
26069	02/28/12	Dell	22180	10-1-4154	10-1-4154	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 790	GXJDKS1 EG	. A	GRI	RECYCLE		\$985.50	
26079	03/05/12	Dell	22315	10-1-4154	10-1-4154	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 790	GGWNKS1 EG	. A	GRI	RECYCLE		\$985.50	
26080	03/06/12	Dell	22432	10-1-4154	10-1-4154	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 790	4WDWKS1 EG	. A	GRI	RECYCLE		\$985.50	
26296	07/31/12	Dell	24020	10-1-4154	10-1-4154	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 790	88S77V1 EG	. A	GRI	RECYCLE	RECYCLE	\$911.20	
22109	7/15/08	DELL USA	84209	10-1-4154	10-1-2030	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 755			GRI	RECYCLE	RECYCLE	\$735.00	
23574	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	56VG3L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
23721	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	JMYB3L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
23722	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	3FLG3L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
23723	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	FDLG3L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
23724	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	9DLG3L1 EG	. A	GRI		RECYCLE	\$1,276.00	
23725	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	JDLG3L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
23726	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	8DLG3L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
23727	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	2SDG3L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
23728	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	GDLG3L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
23729	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	2D5K1L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
23730	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	7NYB3L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
23731	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	CDLG3L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
23732	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	HMYB3L1 EG	. A	GRI	RECYCLE	RECYCLE	\$1,276.00	
23733	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	GTDG3L1 EG	. A	GRI		RECYCLE	\$1,276.00	
		t	+	1		COMPUTERS AND EQUIPMENT	LAPTOP	5511 1104		1	_ +		RECYCLE		\$1,276.00	1
23734	12/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	3NYB3L1 EG	: IA	GRI	KECYCLE I	RECYCLE	\$1,276.00	

23736 12/0 23737 12/0 23740 12/0 23741 12/0 23742 12/0	2/04/09	VENDOR	PO #	ACCT.#	DEPT	DESCRIPTION	DETAILED DESCRIPTION		***	leenin "		C BOOM	CECNAENIT	d=00 d4000 00	
23737 12/0 23740 12/0 23741 12/0 23742 12/0		DELL LIGA				DESCRIPTION	DETAILED DESCRIPTION	MAKE/MANUFACTURER	MODEL#	SERIAL #	FAC BLE	G.ROOM	SEGMENT	\$500-\$4999.99	>\$5000.00
23740 12/0 23741 12/0 23742 12/0	2/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	3VDG3L1	C AGR	I RECYCLE	RECYCLE	\$1,276.00	
23741 12/0 23742 12/0		DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	4LFG3L1 E	C AGR	I RECYCLE	RECYCLE	\$1,276.00	
23742 12/0	2/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	DMYB3L1 E	C AGR	I RECYCLE	CART	\$1,276.00	
	2/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	5NYB3L1	C AGR	I RECYCLE	RECYCLE	\$1,276.00	
23743 12/0	2/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	6NYB3L1	C AGR	I RECYCLE	RECYCLE	\$1,276.00	
	2/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	GMYB3L1	C AGR	I RECYCLE	RECYCLE	\$1,276.00	
23744 12/0	2/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	BMYB3L1	C AGR	I RECYCLE	RECYCLE	\$1,276.00	
23745 12/0	2/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	4NYB3L1	C AGR	I RECYCLE	RECYCLE	\$1,276.00	
23746 12/0	2/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	CMYB3L1	C AGR	I RECYCLE	RECYCLE	\$1,276.00	
23747 12/0	2/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	1NYB3L1	C AGR	I RECYCLE	RECYCLE	\$1,276.00	
23748 12/0	2/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	2NYB3L1	C AGR	I RECYCLE	RECYCLE	\$1,276.00	
23749 12/0	2/04/09	DELL USA	00737	10-1-4160	10-1-4113	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	FMYB3L1	C AGR	I RECYCLE	RECYCLE	\$1,276.00	
25003 09/2	9/25/10	APPLE INC	10548	10-1-4160	10-1-2030	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE	MACBOOK PRO 15	W80242US3GV	C AGR	I RECYCLE	RECYCLE	\$1,849.00	
24344 09/2	9/26/14	DELL USA	50581	10-1-4160	10-1-4160	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	M2800	FBP0K12	C AGR	I RECYCLE	C. NOLL	\$1,132.00	
		DELL USA	34141A	10-1-4190	10-1-4190	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6530	20HMMX1	C AGR		RECYCLE	\$1,009.65	
		APPLE INC	44321	10-1-4194	10-1-4194	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MGX82LL/A	C02NC3FAG3QJ	C AGR		M. DECHIARA	\$1,363.00	
— <u> </u>		DELL USA	64180	10-1-4194	10-1-4194	COMPUTERS AND EQUIPMENT	DESKTOP	DELL	OPTIPLEX 9020	+	C AGR			\$824.07	
	5/16/13	DELL USA	33553	10-1-5110	10-1-4110	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6530		C AGR		RECYCLE	\$922.54	
	3/21/14	DELL USA	42639	10-1-5115	10-1-5115	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6540		C AGR		RECYCLE	\$944.01	
	/15/08	DELL USA	84209	10-1-5120	10-1-5124	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX		C AGR		RECYCLE	\$735.00	
		DELL USA		10-1-5120	10-1-5120	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX		C AGR		RECYCLE	\$735.00	<del>                                     </del>
	1/29/10	ELMO	11753	10-1-5122	10-1-5315	AUDIO VISUAL EQUIPMENT	DOCUMENT CAMERA	ELMO	HV5100XG		C AGR		RECYCLE	\$1.907.00	<del>                                     </del>
		NEC	12137	10-1-5122	10-1-5315	PROJECTOR	LCD PROJECTOR	NEC	NP510W		C AGR		RECYCLE	\$880.00	<del>                                     </del>
<u> </u>		DELL USA	40929	10-1-5122	10-1-5122	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 7010		C AGR		RECYCLE	\$784.80	<del></del>
		SIGMA SOLUTIONS	63816	10-1-5124	10-1-5124	PHONE EQUIPMENT	ROUTER	CISCO	2801		C AGR		RACK #3	\$2,168.75	<del></del>
		DELL USA	93239	10-1-5124	10-1-3124	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6500	F7H6TJ1	C AGR		M. OSINA	\$1,307.26	<del></del>
		DELL USA	41216	10-1-5124	10-1-4120	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6530		C AGR		L. ROBINSON	\$1,060.00	<del></del>
		DELL USA	11091	10-1-5124	10-1-5124	COMPUTERS AND EQUIPMENT	DESKTOP	Dell USA	OPTIPLEX 780		C AGR	-	RECYCLE	\$828.05	<del></del>
<u> </u>		OFFICE DEPOT	82738	10-1-5134	10-1-5148	OFFICE EQUIPMENT/MACHINES	SHREDDER	FELLOWS	125CI	180821FF4327119	C AGR		RECYCLE	\$120.00	<del></del>
		DELL USA	84209	10-1-5140	10-1-3148	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 755		C AGR		RECTCLE	\$735.00	<del></del>
		DELL USA	84209	10-1-5143	10-1-1310	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 755		C AGR			\$735.00	<del></del>
			44113			COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	M2800		C AGR		DECYCLE		<del> </del>
	8/06/14	DELL USA DELL USA	90836	10-1-5147 10-1-5148	10-1-5147 10-1-5148	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	D830		C AGR		RECYCLE	\$1,132.00 \$1.105.00	<del> </del>
		DELL USA DELL USA	02057				LAPTOP	DELL USA	LATITUDE E6500		C AGR		DECYCLE	. ,	<del> </del>
<b></b>	, ,, ,			10-1-5148	10-1-5148	COMPUTERS AND EQUIPMENT	= :: : = :						RECYCLE	\$1,293.14	<del></del> -
		DELL USA	11074	10-1-5148	10-2-5148	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6510	1 GENERAL	C AGR		C. BOWEN	\$1,189.11	<del></del> -
	5/23/12	Dell	23375	10-1-5148	10-1-5148	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6520		C AGR		S. LAMB	\$1,035.26	<del></del> -
		EN POINTE TECHNOLOGIES	81468	10-1-5175	10-1-5148	COMPUTERS AND EQUIPMENT	LAPTOP	FUJITSU	A6110		C AGR		CART	\$1,255.87	<del></del>
		DELL USA	80813	10-1-5300	10-1-5300	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	745 FORM FACTOR	F21SY21 E	C AGR	_	RECYCLE	\$1,241.36	
		DELL USA	00733	10-1-5300	10-1-5300	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500		C AGR		#11	\$1,276.00	<b></b>
	1/04/10	COMPUTERLAND TEXAS	11384	10-1-5300	10-1-5300	AUDIO VISUAL EQUIPMENT	LCD PROJECTOR	NEC	NP510W	0700320FF	C AGR	_	RECYCLE	\$880.00	<b></b>
		DELL USA	11089	10-1-5300	10-1-5300	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6510		C AGR		RECYCLE	\$1,189.11	
	0/25/10	DELL USA	11089	10-1-5300	10-1-5300	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6510		C AGR		RECYCLE	\$1,189.11	
	0/25/10	DELL USA		10-1-5300	10-1-5300	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6510		C AGR		RECYCLE	\$1,189.11	<del></del>
	0/25/10	DELL USA	11089	10-1-5300	10-1-5300	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6510	EGENENT .	C AGR		RECYCLE	\$1,189.11	
	0/25/10	DELL USA	11089	10-1-5300	10-1-5300	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6510		C AGR		#4	\$1,189.11	<b></b>
	5/04/12	Eplus	22994	10-1-5300	10-1-2030	COMPUTERS AND EQUIPMENT	BRIDGE	CISCO SYSTEMS	AIR-BR1310G	FTX1617U014	C AGR		RECYCLE	\$779.00	<b></b>
	5/04/12	Eplus	22994	10-1-5300	10-1-2030	COMPUTERS AND EQUIPMENT	BRIDGE	CISCO SYSTEMS	AIR-BR1310G		C AGR		RECYCLE	\$779.00	
		DELL USA	33169	10-1-5300	10-1-5300	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6530	7RKGZW1	C AGR		RECYCLE	\$1,031.34	
	3/15/13	DELL USA	34334	10-1-5300	10-1-5300	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6530	3111311112	C AGR	I RECYCLE	RECYCLE	\$900.85	
	5/09/14	DELL USA	43640	10-1-5300	10-1-5300	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 7010	6GYTT12	C AGR		RECYCLE	\$824.75	
22843 12/0	2/04/09	DELL USA	00842	10-1-5310	10-1-5315	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 760	1FZJ3L1 E	C AGR	I RECYCLE	RECYCLE	\$826.00	
25863 08/2	3/21/13	DELL USA	34434	10-1-5310	10-1-5310	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6530	GNWRNX1 E	C AGR	I RECYCLE	RECYCLE	\$1,009.65	
20714 09/3	9/30/04	CDW-G COMPUTERS AND EQUIPMENT CENTER	50581	10-1-6000	10-1-4135	AUDIO VISUAL EQUIPMENT	LCD PROJECTOR	NEC	VT670	4800242FD E	C AGR	I RECYCLE		\$1,450.00	1
22072 7/15	/15/08	DELL USA	84209	10-1-6000	15-1-1740	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 755	4P1WRG1	C AGR	I RECYCLE		\$735.00	
22084 7/15	/15/08	DELL USA	84209	10-1-6000	10-1-1140	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 755	6P1WRG1	C AGR	I RECYCLE		\$735.00	

INV#	DATE	VENDOR	PO #	ACCT.#	DEPT	DESCRIPTION	DETAILED DESCRIPTION	MAKE/MANUFACTURER	MODEL#	SERIAL # FA	СВ	DG.	ROOM	SEGMENT	\$500-\$4999.99	>\$5000.00
22086	7/15/08	DELL USA	84209	10-1-6000	10-1-1140	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 755	8N1WRG1 EC	AG	RI F	RECYCLE		\$735.00	1
23512	12/04/09	DELL USA	01033	10-1-6000	10-1-5142	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	1C5K1L1 EC	AG	RI F	RECYCLE	RECYCLE	\$1,276.00	
23522	12/04/09	DELL USA	01033	10-1-6000	10-1-4135	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	LATITUDE E6500	JRDG3L1 EC	AG	RI F	RECYCLE		\$1,276.00	
23549	12/04/09	DELL USA	01033	10-1-6000	10-1-2030	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 760	HH3K3L1 EC	AG	RI F	RECYCLE	RECYCLE	\$826.00	
25255	10/25/10	DELL USA	11079	10-1-6000	10-1-6000	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 780	1M792P1 EC	AG	GRI F	RECYCLE	CARD CATA.	\$828.05	
25345	10/25/10	DELL USA	11079	10-1-6000	10-1-6020	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6510	DFLHZN1 EC	AG	RI F	RECYCLE	RECYCLE	\$1,189.11	
26838	10/09/12	NEC		10-1-6000	10-1-6020	AUDIO VISUAL EQUIPMENT	LCD PROJECTOR	NEC	M300WS	2800265UG EC	AG	RI F	RECYCLE	PROMO BUY 7 GE	\$0.00	
21824		COMPUTERS AND EQUIPMENTLAND TEXAS	80583	10-1-7010	10-1-5300	COMPUTERS AND EQUIPMENT	PRINTER	HP	4350N	CNRXK64228 EC	7.10		RECYCLE		\$1,473.00	
26406	07/11/12	CTS	23507	10-2-1200	10-2-1200	COMPUTERS AND EQUIPMENT	LCD PROJECTOR	NEC	M300WS	2600072UG EC	AG	RI F	RECYCLE		\$849.00	\$0.00
	09/12/12	APPLE INC	23715	10-2-1500	10-2-1500	COMPUTERS AND EQUIPMENT	DESKTOP	APPLE INC	IMAC 21.5"	C02HD3MNDHJF EC	AG	RI F	RECYCLE		\$1,149.00	
	07/03/12	DELL USA	23597	10-2-2010	10-2-2010	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 790	4FCM7V1 EC	AG	GRI F	RECYCLE	RECYCLE	\$817.00	
	07/03/12	DELL USA	23597	10-2-2010	10-2-2010	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 790	DSK84V1 EC	AG	RI F	RECYCLE	RECYCLE	\$817.00	
27115	07/03/12	DELL USA	23597	10-2-2010	10-2-2010	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 790	DSL84V1 EC	AG	GRI F	RECYCLE	RECYCLE	\$817.00	
27116	07/03/12	DELL USA	23597	10-2-2010	10-2-2010	COMPUTERS AND EQUIPMENT	DESKTOP	DELL USA	OPTIPLEX 790	DSML4V1 EC	AG	GRI F	RECYCLE	RECYCLE	\$817.00	
27120	06/08/12	DELL USA	23614	10-2-2010	10-2-2010	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6520	DLOTFS1 EC	AG	GRI F	RECYCLE	RECYCLE	\$1,194.31	
27492	08/27/18	TROXELL	84285	10-2-2030	10-2-2030	AUDIO VISUAL EQUIPMENT	SECURITY CAMERA	AXIS	M3027-PVE	ACCC8EA87E63 EC	AG	RI F	RECYCLE		\$615.00	
27426	08/27/18	TROXELL	84285	10-2-2030	10-2-2030	AUDIO VISUAL EQUIPMENT	SECURITY CAMERA	AXIS	M3058-PLVE	ACCC8EA98F09 EC	AG	RI F	RECYCLE		\$702.35	
27427	08/27/18	TROXELL	84285	10-2-2030	10-2-2030	AUDIO VISUAL EQUIPMENT	SECURITY CAMERA	AXIS	M3058-PLVE	ACCC8EA98ECA EC	AG	RI F	RECYCLE		\$702.35	
24873	08/31/16	APPLE INC	64715	10-2-4260	10-2-4260	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15	C02S76ESG8WN EC	AG	GRI F	RECYCLE		\$2,065.20	
24874	08/31/16	APPLE INC	64715	10-2-4260	10-2-4260	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15	C02S76FVG8WN EC	AG	GRI F	RECYCLE		\$2,065.20	
24875	08/31/16	APPLE INC	64715	10-2-4260	10-2-4260	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15	C02S76ABG8WN EC	AG	GRI F	RECYCLE		\$2,065.20	1
24876	08/31/16	APPLE INC	64715	10-2-4260	10-2-4260	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15	C02S765W8WN EC	AG	GRI F	RECYCLE		\$2,065.20	1
24877	08/31/16	APPLE INC	64715	10-2-4260	10-2-4260	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15	C02S76C4G8WN EC	AG	GRI F	RECYCLE		\$2,065.20	1
24870	08/25/16	DELL USA	64639	10-2-4294	10-2-4294	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6540	1MCQMC2 EC	AG	GRI F	RECYCLE	RECYCLE	\$871.24	
25872	08/13/13	DELL USA	34319	10-2-5134	10-2-5135	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6530	3BSFNX1 EC	AG	RI F	RECYCLE		\$1,009.65	
25868	08/23/13	DELL USA	34438	10-2-5148	10-2-5148	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6530	6PWRNX1 EC	AG	RI F	RECYCLE	G. ELLISON	\$1,009.65	
25869	08/23/13	DELL USA	34438	10-2-5148	10-2-5148	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6530	425TNX1 EC	AG	RI F	RECYCLE	RECYCLE	\$1,009.65	
26225	06/11/12	Apple Inc.	23646	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	DESKTOP	APPLE INC	I MAC 21.5"	CO2HNEUGDHJF EC	AG		RECYCLE		\$1,149.00	
	06/11/12	Apple Inc.	23646	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	DESKTOP	APPLE INC	I MAC 21.5"	C02HL285DHJF EC	AG	iRI F	RECYCLE		\$1,149.00	
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC		C02HFOMNDV7L EC	_		RECYCLE		\$1,699.00	
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15				RECYCLE		\$1,699.00	
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15		AG		RECYCLE		\$1,699.00	<u> </u>
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15		AG		RECYCLE		\$1,699.00	
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15		AG	_	RECYCLE		\$1,699.00	+
26240	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15	C02H554XDV7L EC	AG		RECYCLE		\$1,699.00	+
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15		AG		RECYCLE		\$1,699.00	+
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15		AG		RECYCLE		\$1,699.00	+
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15		_		RECYCLE		\$1,699.00	+
26246	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC		CO2HFOMUDV7L EC	AG		RECYCLE		\$1,699.00	+
			23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15				RECYCLE		\$1,699.00	
26247	06/11/12 06/11/12	Apple Inc. Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15		AG		RECYCLE		\$1,699.00	
		**					LAPTOP		MACBOOK PRO 15						· ·	
	06/11/12	Apple Inc.	23645 23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC					RECYCLE		\$1,699.00	+
	06/11/12	Apple Inc.		10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC		C02HFOMDDV7L EC	AG		RECYCLE		\$1,699.00	+
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT		APPLE INC	MACBOOK PRO 15				RECYCLE		\$1,699.00	
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15				RECYCLE		\$1,699.00	
26255	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15	C02HFOJVDV7L EC	AG		RECYCLE		\$1,699.00	
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15		AG		RECYCLE		\$1,699.00	
26257	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15		AG		RECYCLE		\$1,699.00	
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-4200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15				RECYCLE		\$1,699.00	<b></b>
26259	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15		AG		RECYCLE		\$1,699.00	
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15				RECYCLE		\$1,699.00	<del> </del>
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15		, , ,		RECYCLE		\$1,699.00	<del> </del>
	06/11/12	Apple Inc.	23645	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15				RECYCLE		\$1,699.00	<del>                                     </del>
	06/05/12	Dell	23614	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6520	47RTFS1 EC	AG		RECYCLE		\$1,194.31	<del></del>
27132	06/05/12	Dell	23614	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6520	8F0TFS1 EC	AG	GRI F	RECYCLE		\$1,194.31	<u> </u>

INV #	DATE	VENDOR	PO #	ACCT.#	DEPT	DESCRIPTION	DETAILED DESCRIPTION	MAKE/MANUFACTURER	MODEL#	SERIAL#	FAC	BLDG.	ROOM	SEGMENT	\$500-\$4999.99	>\$5000.00
25482	01/08/13	APPLE INC	31887	10-2-6200	10-2-6200	COMPUTERS AND EQUIPMENT	LAPTOP	APPLE INC	MACBOOK PRO 15	C02JX46HDV33	EC	AGRI	RECYCLE		\$1,650.00	
22139	7/15/08	DELL USA	84209	15-1-1720	10-1-6000	COMPUTERS AND EQUIPMENT	DESKTOP	Dell USA	OPTIPLEX 755	8TBTRG1	EC	AGRI	RECYCLE	RECYCLE	\$735.00	
22840	11/23/09	DELL USA	00844	15-1-9502	15-1-9502	COMPUTERS AND EQUIPMENT	DESKTOP	Dell USA	OPTIPLEX 760	GZXJ3L1	EC	AGRI	RECYCLE		\$826.00	
21531	10/16/06	DELL USA	70835	30-1-1040	10-1-2075	COMPUTERS AND EQUIPMENT	DESKTOP	Dell USA	GX620	860GYB1	EC	AGRI	RECYCLE	FRONT DESK	\$1,144.35	
22807	11/10/09	LAERDAL MEDICAL	01105	30-1-1040	10-1-5148	MEDICAL EQUIPMENT	DELL COMPUTER	LAERDAL	280-00101	HN76LK1	EC	AGRI	RECYCLE	SIM ARM		\$5,275.00
25931	10/07/13	APPLE INC	40831	30-1-1040	30-1-1040	COMPUTERS AND EQUIPMENT	IPAD 16GB	APPLE INC	16GB	SDMQL38TGF182	EC	AGRI	RECYCLE	RECYCLE	\$498.99	
22907	04/05/10	DELL USA	03451	30-1-1300	10-1-1500	COMPUTERS AND EQUIPMENT	LAPTOP	Dell USA	LATITUDE E5400	C6PYYJ1	EC	AGRI	RECYCLE	V. TRAWEEK	\$1,064.89	
25704	11/14/12	APPLE INC	31313	30-1-1460	10-1-4194	COMPUTERS AND EQUIPMENT	IPAD 16GB BLACK	APPLE INC	16 GB BLACK	SDMPJNKUEF182	EC	AGRI	RECYCLE	ADD-ON \$479.00	\$571.74	
25704	10/18/12	SOUTHERN COMPUTER WAREHSE INC.	31311A	30-1-1460	10-1-4194	COMPUTERS AND EQUIPMENT	KEYBOARD AND COVER	ZAGG	ZAGGFOLIO		EC	AGRI	RECYCLE	ADD-ON \$92.74		
25625	11/14/12	DELL USA	31310	30-1-1460	10-1-6020	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6535	18PQ7W1	EC	AGRI	RECYCLE		\$891.00	
25627	11/14/12	DELL USA	31310	30-1-1460	10-1-6020	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6535	JLQQ7W1	EC	AGRI	RECYCLE		\$891.00	
21326	03/20/06	AVES AUDIO VISUAL	62324	30-1-3048	10-10-13120	AUDIO VISUAL EQUIPMENT	LCD PROJECTOR	NEC	VT676	6200749FK	EC	AGRI	RECYCLE		\$1,487.00	
25128	01/24/11	LAERDAL MEDICAL	11347	30-1-4115	10-1-5148	COMPUTERS AND EQUIPMENT	COMPUTER	DELL	DESKTOP	7W76LK1	EC	AGRI	RECYCLE			\$2,100.00
25127	01/24/11	LAERDAL MEDICAL	11347	30-1-4115	10-1-5148	COMPUTERS AND EQUIPMENT	COMPUTER	DELL	OPTIPLEX 780	LT76LK1	EC	AGRI	RECYCLE			\$2,100.00
22674	8/10/09	DELL USA	94281	30-1-4205	10-2-2010	COMPUTERS AND EQUIPMENT	LAPTOP	Dell USA	E6500	9N97SK1	EC	AGRI	RECYCLE	Need Acct	\$1,228.77	
22677	8/13/09	DELL USA	94338	30-1-4205	10-2-2010	COMPUTERS AND EQUIPMENT	LAPTOP	Dell USA	E6500	CN97SK1	EC	AGRI	RECYCLE	Need Acct	\$1,228.77	
26494	08/20/12	Dell	24310	30-1-5405	30-1-5405	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6520	996SGV1	EC	AGRI	RECYCLE	J. KAHLDEN	\$1,092.27	
22939	08/12/10	DELL USA	04917	30-1-5407	30-1-5407	COMPUTERS AND EQUIPMENT	LAPTOP	Dell USA	LATITUDE E6510	61YZTM1	EC	AGRI	RECYCLE	RECYLCE	\$1,338.79	
22969	08/12/10	DELL USA	04917	30-1-5407	30-1-5407	COMPUTERS AND EQUIPMENT	LAPTOP	Dell USA	LATITUDE E6510	9YYZTM1	EC	AGRI	RECYCLE	RECYLCE	\$1,338.79	
25360	10/25/10	DELL USA	11071	30-1-5407	30-1-5407	COMPUTERS AND EQUIPMENT	LAPTOP	Dell USA	E6510	D1KHZN1	EC	AGRI	RECYCLE	RECYLCE	\$1,189.11	
20659	05/23/04	TECH DEPOT	43047	30-1-5420	10-1-5624	COMPUTERS AND EQUIPMENT	PRINTER	HP	4200N	USGNP34964	EC	AGRI	RECYCLE	RECYCLE	\$1,329.00	
20660	05/23/04	TECH DEPOT	43047	30-1-5420	10-1-5624	COMPUTERS AND EQUIPMENT	PRINTER	HP	4200N	USGNP19967	EC	AGRI	RECYCLE	RECYCLE	\$1,329.00	
25833	06/25/13	APPLE INC	33921	30-1-5420	30-1-5420	COMPUTERS AND EQUIPMENT	IPAD	APPLE INC	16GB	SDMQKVG1QF182	EC	AGRI	RECYCLE	STUDENT	\$479.00	
25833	06/25/13	SOUTHERN COMPUTER WAREHSE INC.	33920	30-1-5420	30-1-5420	COMPUTERS AND EQUIPMENT	KEYBOARD AND COVER	ZAGG	PROFOLIO+		EC	AGRI	RECYCLE		\$98.10	
26046	10/12/11	DELL	20705	30-1-5462	10-1-5144	COMPUTERS AND EQUIPMENT	LAPTOP	DELL USA	E6520	570X4R1	EC	AGRI	RECYCLE	RECYCLE	\$1,265.94	



Pallet 1



Pallet 2



Pallet 3



Pallet 4



Pallet 5



Pallet 6



Pallet 7

Lot#	Title including Quantity (Only use 45 Characters)	Description including dimensions, working condition, etc (Unlimited characters but do not use "quotation marks")	Item Physical Address	Contact Person Name	Contact Person Phone	Contact Person Email	Preview Dates / Times (TBD)	Removal Dates / Times: (TBD)
1	(2) Wooded Tables	(2) Wooded Tables, "24 x 60" x 30"H	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
2	(2) HON Filing Cabinets	(2) HON Filing Cabinets, Metal, 5 Drawer, No Keys	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
3	Misc. Office Furniture	(1) 2 Drawer HON Lateral Filing Cabinet, (1) 2 Drawer Filing Cabinet, (1) Metal Shelf, No Keys	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
4	(1) Audio / Visual Lecturn	(1) Audio / Visual Lecturn, 54" X 25" X 40"H	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
5	(1) Hospital Bed	(1) Hospital Bed, Hill Rom, Model: Advance 2000, Unknown Working Condition	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
6	(1) 4 Drawer File Cabinet	(1) 4 Drawer File Cabinet, Lateral, 36" X 20" X 60"H, No Keys	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
7	(2) 4 Drawer HON Filing Cabinet (1) Metal Cabinet	(2) 4 Drawer HON Filing Cabinet (1) HON Metal Cabinet, No Keys	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
8	(1) 2 Drawer HON File Cabinet, (1) 4 Drawer HON File Cabinet	(1) 2 Drawer HON File Cabinet, (1) 4 Drawer HON File Cabinet	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
9	(2) Pallets of Misc. Cubicle Walls.	(2) Pallets of Misc. Cubicle Walls, Not a complete set.	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
10	(1) 4 Drawer Filing Cabinet, (1) 2 Drawer Lateral Filing Cabinet	(1) 4 Drawer Filing Cabinet, (1) 2 Drawer Lateral Filing Cabinet, No Keys	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
11	(1) T3 Motion Patroller	(1) T3 Motion Patroller, Model 2386, Non Working Condition	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
12	(20) Stools	(20) Stools	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
13	(1) Resin Top Science Tables	(1) Resin Top Science Tables, 60" X 30" X 30"H	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
14	(1) Resin Top Science Tables	(1) Resin Top Science Tables, 60" X 30" X 30"H	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>

15	(1) Resin Top Science Tables	(1) Resin Top Science Tables, 60" X 30" X 30"H	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
16	(2) Resin Top Science Tables	(2) Resin Top Science Tables, 60" X 30" X 30"H	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
17	(1) Front Loading Kiln	(1) Front Loading Kiln, Olympic, Model: FL20, 42" X 42" X 64"H	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
18	(1) Couch	(1) Couch	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
19	(1) Hospital Bed	(1) Hospital Bed, Hill Rom, Model: Advance 2000, Unknown Working Condition	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
20	(1) Hospital Bed	(1) Hospital Bed, Hill Rom, Model: Advance 2000, Unknown Working Condition	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
21	(1) Massy Ferguson Front End Loader Tractor	(1) Massy Ferguson Front End Loader Tractor, 2WD, Model: 253 2WD, Non-Working Condition	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>
22	(1) 16' Top Hat Trailer	(1) 16' Top Hat Trailer, Non Working Condition	225 College Park Drive, Weatherford, TX 76086	Derek Peterson	817-598-6461	dpeterson@wc.edu	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>	Week Days Monday - Friday, 9:00 am - 2:00 pm, By <b>Appointment Only</b>



Lot 1



Lot 2



Lot 3



Lot 4



Lot 5



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Lot 8



Lot 9





Lot 11





Lot 13



Lot 14



Lot 15



Lot 16



Lot 17





Lot 19





Lot 21





# Weatherford College Board of Trustees Consent Agenda

**DATE:** February 10, 2022 **AGENDA ITEM** #4.h.

**SUBJECT:** Determination of Method that Provides Best Value for Procurement of Emergency

Replacement on Damaged Roof for Betty Jo Graber Gymnasium Building

**INFORMATION AND DISCUSSION:** On October 29, 2021, the Betty Jo Graber Gymnasium roof was severely damaged due to high winds. In order to replace the roof that was damaged, it is required that the board of trustees considers a construction contract method. Normally we would have recommended that competitive sealed proposals be advertised, but due to the urgency of the replacement and fear of further damage, we are recommending that this be considered an emergency purchase and therefore choose a job order contractor through an Interlocal Contract as per Chapter 2269, Government Code.

A common form of Interlocal Contract that we are recommending is a purchasing cooperative. A cooperative procures goods or services in compliance with the procurement requirements applicable to the government entity performing the procurement. For procurement of construction services, the most common method of procurement used is the Job Order Contract method. Under this method, the cooperative qualifies successful Job Order Contractors to perform construction services for members of the cooperative under the Job Order Contract. Weatherford College is a member of several purchasing cooperatives and will request contract pricing from qualified contractors to perform construction services. Under this method, WC is not required to advertise for, receive, and publicly open sealed proposals for the Job Order Contracts entered under an Interlocal Contract.

In order to justify the procurement under this method, Texas Government Code Chapter 2269 allows that if school equipment, a school facility, or a portion of a school facility or personal property is (1) destroyed or severely damaged; or (2) undergoes major operational or structural failure due to an unforeseen catastrophe or emergency, and the board determines that the delay posed by the procedures otherwise required would prevent or substantially impair classes or other essential school activities, then contracts for the replacement or repair of this equipment or the school facility may be made by other methods.

**RECOMMENDATION:** That the Board of Trustees approve Interlocal Contract through a Purchasing Cooperative Job Order Contract as the method of construction that provides the best value for the Betty Jo Graber Gymnasium Building Roof Replacement as an emergency purchase.

**ATTACHMENTS:** None

SUBMITTED BY: Dr. Andra R. Cantrell, Executive Vice-President for Financial & Administrative Affairs



DATE: February 10, 2022 AGENDA ITEM #5

**SUBJECT:** Consideration and Possible Action: Resolution for Utilization of Carter Property

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**INFORMATION AND DISCUSSION:** Concerning the future use of the Carter Property considering the history of the transfer of the property, its significant change in value over time and the fiscally and prudent use of the property, as well as due respect for the source of the property.

**RECOMMENDATION:** Adoption of attached resolution

**ATTACHMENTS:** Analysis of history of college ownership and use of the Carter Property and basis for updating the Board's direction for future uses and proposed resolution will be forthcoming of the February 10, 2022 Board meeting.

\_\_\_\_\_

**SUBMITTED BY:** Dan Curlee, General Counsel



**DATE:** February 10, 2022 **AGENDA ITEM#** 6.a.

**SUBJECT:** Academic and Student Services Update

#### INFORMATION AND DISCUSSION:

#### **Pathways Updates:**

Midwestern State University visit/ Texas Transfer Partnership – WC Academics and Student Services representatives visited the MSU campus on 01/21/2022. They spoke with peers from MSU about strengthening pathways for programs to include recording engineering, mass communications, visual, music, and theatre arts. Articulations, campus tours, and scholarship opportunities are being developed.

**New Program Updates:** Hanover Research Group is assisting WC via needs studies for potential new programs in workforce education (e.g., health sciences, construction trades, and industrial arts), student demand data, and grants opportunities. Dr. John Jones will provide a presentation on Hanover Research during the March meeting of the Board of Trustees.

#### **Numbers with Heart: GradCast Data**

Spring 2021 yielded 490 completers. 352 (72%) responded to the data request. 207 (59%) reported they were employed after graduation. Of those 207, 116 (56%) provided employer information.



**DATE:** February 10, 2022 **AGENDA ITEM #**6.b.-REVISED

**SUBJECT:** Proposed 2022-23 Tuition and Fees

**INFORMATION AND DISCUSSION:** Based upon the recommendation of the Tuition and Fees Advisory Committee, the administration is considering changes in tuition and fees for the 2022-23 academic year. The administration, along with the assistance of the Tuition and Fees Advisory Committee, have researched and analyzed the current rates of Weatherford College and the other community colleges in the state of Texas. Factors contributing to this analysis and still under review at this time are:

- Anticipated budget expenditures for the 2022-23 budget.
- 2022-23 state appropriations.
- Tuition and fee revenue supplements and other major revenue sources, primarily property taxes.

Changes in tuition and fees recommended by the Tuition and Fees Advisory Committee are listed below for the 2022-23 academic year:

- Tuition rates for in-district students would increase by \$7.00 per semester credit hour or 7%. Tuition for out-of-district students would increase by \$15.00 per semester credit hour or 9%. Tuition for out-of-district WCWC students would increase by \$10.00 per semester credit hour or 8%. Tuition for out-of-district ECG students would increase by \$14.00 per semester credit hour or 9%. Out-of-state rates would increase by \$22.00 per semester credit hour or 9%.
- The institutional enrichment fee would increase by \$5.00 per credit hour to \$20.00 per credit hour.
- A new differential tuition rate of \$20.00 per credit hour would be added for both the Cosmetology and Welding Technology programs.
- Housing rates would decrease by \$25.00 per semester bringing the 1 and 2 bedroom charge to \$2,485.00 per semester and the 4 bedroom charge to \$3,810.00 per semester.
- Meal plan rates would increase by \$25.00 per semester bringing the 19-meal plan to \$1,575.00 per semester and the 10-meal plan to \$1,360.00 per semester.
- The TEAS testing fee would increase by \$5.00 to \$85.00.



- Lab fees are being added to the following courses: ITCC1344, ITDF1300, ITSC1316, ITSE1345, ITSE2310, ITSE2354, ITSY1342, ITSY2300, ITSY2301, ITSY2330, ITSC2325, ITSY2341, ITSY2342, ITSY2343, WLDG1200, WLDG1202, WLDG1204, WLDG1206, WLDG1307, WLDG1313, WLDG1317 and WLDG1327.
- Kit fees would increase from \$400.00 to \$500.00 on the following Cosmetology courses: CSME1401 and CSME2501.
- Supply fees in the amount of \$300.00 are being added for the following Welding courses: WLDG1200, WLDG1202, WLDG1204, WLDG1206, WLDG1307, WLDG1313, WLDG1317 and WLDG1327.

An additional optional charge will begin with the May 2022 mini semester. We will be piloting a textbook inclusive access program to be branded as "Day One Access" where students will have digital access to their textbooks on the first day of class. The cost of Day One Access varies by course and by publisher. Students will save on average approximately 50% on the cost of the textbook/digital materials for the course. The charge for Day One Access is added when the course is built into the system by Student Services. Attached is a list of the sixteen courses that will be participating in the pilot program for Day One Access. Student participation in inclusive access is voluntary, and they may opt out of the program if they choose.

A final recommendation will be made to the Board of Trustees in March after further consideration and review of the preliminary budget. The review of other community college's proposed rates is also ongoing.

**ATTACHMENTS:** Schedule of Proposed Tuition, Miscellaneous Charges & Course Fee Changes for Fiscal Year 2022-2023.

**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice President for Financial & Administrative Services

# Weatherford College Tuition & Fees, Miscellaneous Charges & Course Fee Changes Fiscal Year 2022-2023

(Changes in Red)

		2022-2023	2021-2022	Difference	% Change
Tuition & Fees					
In District	per credit hour	\$109.00	\$102.00	\$7.00	7%
Out of District	per credit hour	\$185.00	\$170.00	\$15.00	9%
Out of District -Wise	per credit hour	\$139.00	\$129.00	\$10.00	8%
Out of District - ECG	per credit hour	\$171.00	\$157.00	\$14.00	9%
Out of State	per credit hour	\$262.00	\$240.00	\$22.00	9%
Dual Credit Pilot Program	per credit hour	\$50.00	\$50.00	\$0.00	0%
Institutional Enrichment Fee	per credit hour	\$25.00	\$20.00	\$5.00	25%
uition Differential					
Associate Degree Nursing	per credit hour	\$100.00	\$100.00	\$0.00	09
RN-to-BSN	per credit hour	\$100.00	\$100.00	\$0.00	09
Occupational Therapy Assistant	per credit hour	\$60.00	\$60.00	\$0.00	0%
Physical Therapist Assistant	per credit hour	\$60.00	\$60.00	\$0.00	0%
Radiologic Technology	per credit hour	\$60.00	\$60.00	\$0.00	0%
Respiratory Care	per credit hour	\$40.00	\$40.00	\$0.00	0%
Diagnostic Medical Sonography	per credit hour	\$60.00	\$60.00	\$0.00	0%
Vocational Nursing	per credit hour	\$40.00	\$40.00	\$0.00	0%
Phlebotomy Technology	per credit hour	\$20.00	\$20.00	\$0.00	0%
Cosmetology	per credit hour	\$20.00	\$0.00	\$20.00	100%
Welding Technology	per credit hour	\$20.00	\$0.00	\$20.00	100%
Norkforce Continuing Education					
Contract Training Tuition	per hour	\$0 - \$750.00	\$0 - \$750.00	\$0.00	0%
Per Course Tuition	per hour	\$0 - \$100.00	\$0 - \$100.00	\$0.00	09
1 of Course Partiers	portiour	φο φισσίου	ψο ψισσ.σσ	Ψ0.00	
liscellaneous Charges					
Inclusive Access Textbook Charge (Day One Access)			aries by course and		
(to begin with the May 2022 mini sem	ester)	(see	attached prices for pile	ot programs)	
esting Center					
Accuplacer Test (formerly Compas	ss Test)	\$25.00	\$25.00	\$0.00	0%
ADN-A&P and Microbiology Test		\$30.00	\$30.00	\$0.00	0%
CLEP Test		\$15.00	\$15.00	\$0.00	0%
Community Service Proctor Fee		\$25.00	\$25.00	\$0.00	0%
HESI A2 Testing Fee		\$55.00	\$55.00	\$0.00	0%
TCFP Test (formerly State Fire Certification Test)		\$25.00	\$25.00	\$0.00	0%
TCOLE Test (formerly TCLEOSE Test)		\$25.00	\$25.00	\$0.00	0%
TEAS Test		\$85.00	\$80.00	\$5.00	6%
TSI Assessment Test		\$25.00	\$25.00	\$0.00	0%
Other Miscellaneous Non-Instruction	onal and Incidental Fees	<b>#</b> 0E 00	ድርድ ዕዕ	\$0.00	00
Return Payment Service Charge		\$25.00	\$25.00		0%
TouchNet Payment Plan Charge		\$25.00	\$25.00	\$0.00	0%
Student Print/Copier charge		<b>^</b>	<b>*</b>	***	
B&W per page		\$0.10	\$0.10	\$0.00	0%
Color per page		\$0.15	\$0.15	\$0.00	0%
Fax Charges (per fax, unlimited pages)		\$2.00	\$2.00	\$0.00	0%
Three-Peat Fee (per semester hour)		\$50.00	\$50.00	\$0.00	0%
Coyote Card Replacement (per replacement)		\$10.00	\$10.00	\$0.00	0%

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	2022-2023	2021-2022	Difference	% Change
Student Affairs				
International Processing Fee	\$50.00	\$50.00	\$0.00	0%
Learning Resource Center				
Library - Overdue Item per day	\$0.25	\$0.25	\$0.00	0%
Maximum	\$15.00	\$15.00	\$0.00	0%
Library - Lost Item Processing Fee	\$20.00	\$20.00	\$0.00	0%
Library - Lost Item Replacement Fee	Current market price	\$0.00	Varies	Varies
Campus Police				
Parking Permits (Weatherford, Mineral Wells and Wise County campuses)				
Fall	\$30.00	\$30.00	\$0.00	0%
Spring	\$30.00	\$30.00	\$0.00	0%
Summer	\$30.00	\$30.00	\$0.00	0%
Parking Fines (per offense)	φου.σσ	Ψ00.00	ψ0.00	0 70
Failure to display registration permit	\$15.00	\$15.00	\$0.00	0%
Parking in a no park zone	\$15.00	\$15.00	\$0.00	0%
Parking in a faculty/staff only	\$25.00	\$25.00	\$0.00	0%
Parking in a handicap space	\$50.00	\$50.00	\$0.00	0%
Parking in a crosswalk/fire lane	\$25.00	\$25.00	\$0.00	0%
Parking in a 15-minute zone	\$15.00	\$15.00	\$0.00	0%
Not parking wholly within lines	\$15.00	\$15.00	\$0.00	0%
Other	\$15.00	\$15.00	\$0.00	0%
Room and Board Charges				
Per Semester Charges:				
1&2 Bedroom (per room)	\$2,485.00	\$2,510.00	-\$25.00	-1.00%
4 bedroom (per room)	\$3.810.00	\$3.835.00	-\$25.00	-0.65%
10 meal plan (including sales tax)	\$1,360.00	\$1,335.00	\$25.00	1.87%
19 meal plan (including sales tax)	\$1,575.00	\$1,550.00	\$25.00	1.61%
Non Semester Charges:			•	
Nightly Rate for Residential Students Staying During				
Winter Break, May Mini, Summer I or II	\$25.00	\$25.00	\$0.00	0%
Nightly Rate for Summer Guests and Groups	\$25.00	\$25.00	\$0.00	0%
Housing - Lost Slide Key	\$50.00	\$50.00	\$0.00	0%
Housing - Lost Bedroom Key	\$100.00	\$100.00	\$0.00	0%
Lease Termination Fee	\$1,000.00	\$1,000.00	\$0.00	0%
Dorm Deposit	\$250.00	\$250.00	\$0.00	0%

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Course ID	Lab Fee	Assessment Fee	Incidental Fee	Explanation
		7.00000		Increase Kit Fee from \$400 to \$500 for increase in supply
CSME 1401			\$500.00	costs
00145 0504			<b>A</b> =00.00	Increase Kit Fee from \$400 to \$500 for increase in supply
CSME 2501			\$500.00	costs
ITCC 1344	\$24.00			Lab Fee for new course
ITDF 1300	\$24.00			Lab Fee for new course
1121 1000	Ψ2 1.00			East to for how could
ITSC 1316	\$24.00			Existing course needs Lab Fee
ITSE 1345	\$24.00			Lab Fee for new course
1102 1040	Ψ24.00			East 66 for new course
ITSE 2310	\$24.00			Lab Fee for new course
ITOE 0054	<b>A</b> 04.00			
ITSE 2354	\$24.00			Lab Fee for new course
ITSY 1342	\$24.00			Lab Fee for new course
ITSY 2300	\$24.00			Lab Fee for new course
1101 2000	Ψ24.00			East 66 for new 66 and
ITSY 2301	\$24.00			Lab Fee for new course
ITSY 2330	\$24.00			Lab Fee for new course
ITSC 2325	\$24.00			Lab Fee for new course
ITSY 2341	\$24.00			Lab Fee for new course
ITOV 0040	<b>#04.00</b>			Lab Espiration access
ITSY 2342	\$24.00			Lab Fee for new course
ITSY 2343	\$24.00			Lab Fee for new course
	•			Lab & Supply Fee for welding supplies provided for
WLDG 1200	\$24.00		\$300.00	students
				Lab & Supply Fee for welding supplies provided for
WLDG 1202	\$24.00		\$300.00	students
W DO 4004	004.00			Lab & Supply Fee for welding supplies provided for
WLDG 1204	\$24.00		\$300.00	students
WI DC 1206	<b>\$24.00</b>		¢200.00	Lab & Supply Fee for welding supplies provided for
WLDG 1206	\$24.00		\$300.00	Students  Leb & Supply Fee for welding cumpling provided for
WLDG 1307	\$24.00		\$300.00	Lab & Supply Fee for welding supplies provided for students
VVLDO 1307	ΨΔ+.00		ψυσυ.συ	Lab & Supply Fee for welding supplies provided for
WLDG 1313	\$24.00		\$300.00	students
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ψ2 1.00		ψοσο.σο	Lab & Supply Fee for welding supplies provided for
WLDG 1317	\$24.00		\$300.00	students
			,	Lab & Supply Fee for welding supplies provided for
WLDG 1327	\$24.00		\$300.00	students

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## **TEXTBOOK INCLUSIVE ACCESS PILOT**

## **Social Sciences**

HIST 1301 (U.S. History to 1877)

U.S.: A Narrative History, Davidson, 9th edition, McGaw-Hill, Volume I

ISBN for Connect: 9781266271069

Cost: \$56.26

HIST 1302 (U.S. History from 1877)

U.S.: A Narrative History, Davidson, 9th edition, McGaw-Hill, Volume II

ISBN for Connect: 9781266271878

Cost: \$56.25

HIST 2301 (Texas History)

Gone to Texas, Campbell, 3rd edition, Oxford

ISBN ebook only: 9780190675646

Cost: \$24.95

HIST 2311 (Western Civilization I)

Western Civilizations, Cole, 20th edition, Norton

ISBN: 9780393534917

Cost: \$39.50

ECON 1301 (Introduction to Economics)

Principles of Economics, Frank, 8th edition, McGraw-Hill

ISBN for Connect: 9781266195952

Cost: \$30.00 probably

ECON 2301 (Macroeconomics)

Macroeconomics, McConnell, 22<sup>nd</sup> edition, McGraw-Hill

ISBN for Connect: 9781264262106

Cost: \$30.00

ECON 2302 (Microeconomics)

Microeconomics, McConnell, 22<sup>nd</sup> edition, McGraw-Hill

ISBN for Connect: 9781264260379

Cost: \$30.00

**GOVT 2305 (Federal Government)** 

We the People, Ginsburg, 13th edition, Norton

ISBN e-book only: 9780393889260

Cost: \$46.00

GOVT 2306 (Texas Government)

Governing Texas, Champagne, 5<sup>th</sup> edition, Norton

ISBN e-book only: 9780393889222

Cost: \$31.50

GEOG 1303 (World Regional Geography)

World Regional Geography with Subregions, Johansson, 8th edition, MacMillan

ISBN with Achieve:

Cost:

## **Behavioral Sciences**

PSYC 2301 (Introduction to Psychology)

For Summer

*PSYCH*, Rathus, 6<sup>th</sup> edition, Cengage ISBN with Mindtap: 9780357041109

Cost: \$38.04

For Fall

*PSYCH*, Rathus, 7<sup>th</sup> edition, Cengage ISBN with Mindtap: 9780357378373

Cost: \$38.04

## **Physical Sciences**

Pilot in the Fall (not summer) GEOL 1403 (Physical Geology)

Geology: Earth in Perspective, Wicander/Monroe, 3rd edition, Cengage

ISBN with Mindtap: 9780357117415

Cost: \$72.28

Pilot in the Fall (not summer)

CHEM 1406 (Introduction Chemistry)

Introduction to General, Organic, and Biological Chemistry, Timberlake, 13th edition, Pearson

ISBN:

Cost: \$55.99

CHEM 1406 will continue to use the printed handbook as they have in the past.

## **Life Sciences**

BIOL 2420 (Microbiology)

Microbiology Fundamentals: A Clinical Approach, Cowan, 4th edition, McGraw-Hill

ISBN with Connect: 9781260986112

Cost: \$60.80

## **Humanities**

ENGL 2311 (Technical Writing)

The Essentials of Technical Communication, Tebeaux, 5<sup>th</sup> edition, Oxford

ISBN: 9780197539224

Cost: \$35.00



**DATE:** February 10, 2022 **AGENDA ITEM #** 6.c.

**SUBJECT:** Organizational Leadership Program Update

**INFORMATION AND DISCUSSION:** Dr. Mathew will update the Board of Trustees on the successful launch of the BAAS program in Fall 2021 and share program development news, including graduate-level degree articulations which give students the ability to pursue further educational and training opportunities.

**ATTACHMENTS:** None.

**SUBMITTED BY:** Dr. Philip Mathew, Program Director



## Future Agenda Items or Meetings:

- Adoption of 2022-23 Tuition and Fees
- Annual Evaluation and Employment Contract of the College President



## **Upcoming Events**

Feb. 10	WC Jazz Orchestra Sextet	Alkek Theatre 7:30 p.m.		
Feb. 10	Home tennis match	9 <sup>th</sup> Grade Center 2 p.m.		
Feb. 12	Home softball game	2:30 p.m.		
Feb. 12	Home basketball games	2 p.m. and 4 p.m.		
Feb. 16	Home softball games	1 p.m.		
Feb. 19	Home baseball games	12 p.m. and 3 p.m.		
Feb. 19	Home basketball games	2 p.m. and 4 p.m.		
Feb. 26	Home basketball games	2 p.m. and 4 p.m.		
Feb. 28	Home baseball game	2 p.m.		
March 2	Home softball games	5 p.m. and 7 p.m.		
March 3	Songwriter Showcase	Alkek Theatre 7:30 p.m.		
March 4	Violin Piano Duo Recital	Alkek Theatre 7:30 p.m.		
March 5	Home baseball game	1 p.m.		
March 9	Home softball game	3 p.m.		
March 14-18	Spring Break campus closed	d		



**DATE:** February 10, 2022 **AGENDA ITEM** #9.a.

**SUBJECT:** Closed Session to Consult with College Attorney, in Accordance with Government

Code 551.071

**INFORMATION AND DISCUSSION:** The Board of Trustees will enter into closed session to consult with the College attorney.

ATTACHMENTS: None.



**DATE:** February 10, 2022 **AGENDA ITEM** #9.b.

**SUBJECT:** Deliberation of Real Property in Accordance with Government Code 551.072.

**INFORMATION AND DISCUSSION:** The Board may deliberate items regarding real property in accordance with Government Code 551.072.

**RECOMMENDATION:** None.

**ATTACHMENT:** None.



**DATE:** February 10, 2022 **AGENDA ITEM** #9.c.

SUBJECT: Personnel - Deliberation of Appointment, Employment, Evaluation, Reassignment,

Duties, Discipline, or Dismissal of a Public Officer or Employee in accordance with

Government Code 551.074.

**INFORMATION AND DISCUSSION:** The Board may deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

**RECOMMENDATION:** None.

**ATTACHMENT:** None.



**DATE:** February 10, 2022 **AGENDA ITEM** #9.d.

**SUBJECT:** Board of Trustees Self-Assessment in Accordance with Government Code 551.074.

INFORMATION AND DISCUSSION: The Board will deliberate regarding the 2021 Board of Trustees

Self-Assessment.

**RECOMMENDATION:** None.

**ATTACHMENT:** None.



DATE: February 10, 2022 AGENDA ITEM #10

**SUBJECT:** Deliberation of Real Property in Accordance with Government Code 551.072.

**INFORMATION AND DISCUSSION:** The Board may decide to act on items that include real property.

**RECOMMENDATION:** None.

**ATTACHMENT:** None.



DATE: February 10, 2022 AGENDA ITEM #11

SUBJECT: Personnel - Deliberation of Appointment, Employment, Evaluation, Reassignment,

Duties, Discipline, or Dismissal of a Public Officer or Employee in accordance with

Government Code 551.074.

**INFORMATION AND DISCUSSION:** The Board may decide to act on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee as discussed in closed session.

**RECOMMENDATION:** None at this time.

**ATTACHMENT:** None.



**DATE:** February 10, 2022 **AGENDA ITEM #12** 

**SUBJECT:** Board of Trustees Self-Assessment in Accordance with Government Code 551.074

**INFORMATION AND DISCUSSION:** The Board may decide to take action in approving the Board of Trustees Self-Assessment after discussion in Closed Session.

**RECOMMENDATION:** None at this time.

**ATTACHMENT:** None.