



NOTICE is hereby given that the Collin County Community College District Board of Trustees will hold its Regularly Scheduled Meeting on Tuesday, April 26, 2022, at the Collin Higher Education Center, 3452 Spur 399, McKinney, TX 75069 ("CHEC").

Locations

Celina Campus

Collin Higher Education Center
McKinney, Texas

Courtyard Center
Plano, Texas

Farmersville Campus

Frisco Campus

McKinney Campus

Plano Campus

Public Safety Training Center
McKinney, Texas

Rockwall Center

Technical Campus
Allen, Texas

Wylie Campus

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www.collin.edu

Board of Trustees

Andrew Hardin, *Chair*

Jay Saad, *Vice Chair*

Jim Orr, *Secretary*

Raj Menon, Ph.D., *Treasurer*

Stacy Anne Arias

J. Robert Collins, Ph.D.

Stacey Donald, Ph.D.

Greg Gomel

Fred Moses

District President

H. Neil Matkin, Ed.D.

3452 Spur 399

P.O. Box 8021

McKinney, Texas 75070

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nmatkin@collin.edu

www.collin.edu

CALL TO ORDER: 5:30 p.m., Board Room 139, CHEC.

ADJOURNMENT TO CLOSED OR EXECUTIVE SESSION

Adjournment to Board Conference Room 135, CHEC, for closed or executive session pursuant to the Texas Government Code Chapter 551.001 et seq., to wit:

Section 551.071 Consultations with Attorney

a. Consultation with the college's General Counsel regarding new pending litigation, Cause No. 471-01645-2022, filed in state district court

b. Consultation with the college's General Counsel on a pending investigation in which the attorney has an ethical duty of confidentiality

RECONVENE REGULAR MONTHLY MEETING: 7:00 p.m., Board Room 139, CHEC.

Reconvene into regular session and take any action necessary as a result of the closed or executive session.

1. Pledges of Allegiance

WELCOME STUDENT VISITORS

PRESENTATIONS

1. Recognition of Employees on the Occasion of Their Retirement - Dr. Neil Matkin, District President
2. Phi Theta Kappa Recap of 2021 - Dr. Dawn Richardson, Administrator of Collin's Alpha Mu Tau Chapter of Phi Theta Kappa
3. Outstanding Professor of the Year - Dr. Mary Weis, Professor of Biology, and Council on Excellence Chair
4. Outstanding Adjunct Professor of the Year - Dr. Mark Smith, Campus Provost, McKinney

PUBLIC COMMENT

Public comment cards are available and accepted on-site for one hour prior to the start of the meeting. Comment cards are not transferable to other speakers. All comments related to non-agenda items will be heard at the end of the Board Meeting. Comments addressing agenda items will be heard at the beginning of the meeting, in order of the corresponding agenda item, for the allotted thirty minutes or until all agenda-related comments have been heard. Speakers who submit public comment cards may have up to three minutes to address the Board. No presentation shall exceed three minutes, unless a translator is required, in which case up to six minutes can be used. The Board encourages but does not require delegations of more than five individuals to appoint one person to present the delegation's views before the Board.

CONSIDERATION OF CONSENT AGENDA

The purpose of the consent agenda is to allow the Board to identify and approve action items which require no additional information or discussion and for which there is unanimous approval to be enacted in one motion. Trustees receive agenda materials four days in advance of the meeting to prepare for the business to be conducted.

Approval of April 26, 2022 Consent Agenda Items

2022-04-C1

Approval of the Minutes of the March 22, 2022 Regular Meeting

2022-04-C2

Consideration of Approval of an Interlocal Participation Agreement with the Texas Association of School Boards' (TASB) Risk Management Fund for the Unemployment Compensation Program (Self-Funded Risk Pool Coverage)

CONSIDERATION OF ACTION ON AGENDA ITEMS

2022-04-1

Report Out of the Organization, Education, and Policy Committee, Second Reading and Consideration of Approval of Local Board Policies

2022-04-2

Report Out of the Campus Facilities and Construction Committee and Consideration of Approval for the District President to Execute a Contract with Dyna-Mist Construction for Cleanup of the Wooded Area at the Technical Campus

2022-04-3

Report Out of the Campus Facilities and Construction Committee and Consideration of Approval for the District President to Finalize Negotiations and Execute a Contract for the Purchase and Installation of Wind and Rain Abatement at the Technical Campus

2022-04-4

Report Out of the Campus Facilities and Construction Committee and Consideration of Approval for the District President to Finalize Negotiations and Execute a Contract for the Purchase and Installation of 15 Welding Booths and Associated Infrastructure at the Technical Campus

2022-04-5

Report Out of Campus Facilities and Construction Committee and Consideration of Approval for the District President to Finalize Negotiations and Execute a Contract to Replace 16 Air Handlers and Associated Infrastructure at the Plano Campus

2022-04-6

Report Out of the Campus Facilities and Construction Committee and Consideration of Approval of Change Order #1 for the Construction Contract with SSC Signs & Lighting for the Construction of Wayfinding Signage at the Plano Campus

2022-04-7

Report Out of the Finance and Audit Committee and Consideration of Approval for the Purchase of Workday Student, Implementation Services, and Associated Applications to Improve and Streamline College Services and System Security

2022-04-8

Consideration of Approval of a Resolution Nominating a Candidate to Fill a Vacancy on the Collin Central Appraisal District Board of Directors

2022-04-9

Consideration of Approval of the Bid Report for April 26, 2022

PUBLIC COMMENTS ON NON-AGENDA ITEMS (*If required in accordance with HB 2840.*)

INFORMATION REPORTS

Personnel Report for April 2022

Revenues and Expenses as of March 31, 2022

Monthly Investment Report as of March 31, 2022

AECOM Report as of March 2022

SkillsUSA Pilot

Mental Health Awareness Month

PRESIDENT'S AND BOARD ANNOUNCEMENTS

Comments on: Workshops, Seminars, and Conferences taking place at the College; Awards Received; Accomplishments, Appointments at the Local, State, and National Level; Published Articles and Newspaper Reports; and Upcoming Events.

RECONVENE TO CLOSED OR EXECUTIVE SESSION

Adjournment to Board Conference Room 135, CHEC, for closed or executive session pursuant to the Texas Government Code Chapter 551.001 *et seq.*, to wit:

If during the course or at the end of the Board Meeting covered by this notice, the Board of Trustees should determine that a closed session or executive session of the Board of Trustees or a consultation with an attorney for the college should be held or is required, then such closed or executive session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 *et seq.*, will be held by the Board of Trustees at the date, hour, and place given in this notice as the Board of Trustees may conveniently meet in such closed or executive meeting or session or consult with the attorney concerning any and all subjects and for any and all purposes permitted by the Texas Open Meetings Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

§ 551.072 - Deliberation regarding purchase, exchange, lease, or value of real property

§ 551.071 - Private consultation with the college's attorney

§ 551.074 - Discussing personnel matters including the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

§ 551.076 and § 551.089 - Deliberations regarding security devices or security audits

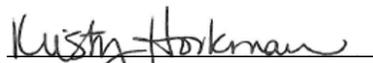
RECONVENE REGULAR MONTHLY MEETING, IF NEEDED: Board Room 139, CHEC.

ADJOURNMENT

Andrew P. Hardin
Chairman, Board of Trustees

**AS REQUIRED BY STATE LAW, this meeting is open to the public, but please exercise public health precautions when considering whether to attend. The District may utilize social distancing efforts within the Boardroom to reduce physical proximity of attendees. Therefore, members of the public who wish to watch the Board Meeting in real time via live stream may do so by clicking on the "Live Stream and Videos" tab at the following link:
https://www.collin.edu/leadership/board_of_trustees.html.**

I certify that the notice for this meeting was posted on April 22, 2022 at 10:00 a.m., in compliance with the Texas Open Meetings Act.


For the Board of Trustees

CONSENT AGENDA ITEMS TO BE CONSIDERED

2022-04-C1	Approval of the Minutes of the March 22, 2022 Regular Meeting	pg. 6
2022-04-C2	Consideration of Approval of an Interlocal Participation Agreement with the Texas Association of School Boards' (TASB) Risk Management Fund for the Unemployment Compensation Program (Self-Funded Risk Pool Coverage)	pg. 11

April 26, 2022

SUBJECT

Approval of the Minutes of the March 22, 2022 Regular Meeting

RECOMMENDATION

The District President recommends approval of the minutes of the March 22, 2022 Regular Meeting.

RESOURCE PERSONNEL

Kristy Horkman, Executive Assistant to the District President/Secretary to the Board

ATTACHMENTS

- A) March 22, 2022 Regular Meeting Minutes

Respectfully Submitted By:



Kristy Horkman, Executive Assistant to the District President/Secretary to the Board

**Minutes of Regular Meeting
March 22, 2022**

**Board of Trustees
Collin County Community College District**

Collin County Community College District conducted its Regular Monthly Board of Trustees meeting on Tuesday, March 22, 2022, at the Collin Higher Education Center, 3452 Spur 399, McKinney, TX 75069 ("CHEC"), with Chair Andy Hardin presiding. Trustees in attendance were Dr. Robert Collins, Dr. Stacey Donald, Mr. Greg Gomel, Mr. Andy Hardin, Dr. Raj Menon, Mr. Fred Moses, and Mr. Jay Saad. Ms. Stacy Arias and Mr. Jim Orr were absent.

CALL TO ORDER: 5:36 p.m., Board Room 139, CHEC.

ADJOURNMENT TO CLOSED OR EXECUTIVE SESSION

Chair Hardin adjourned the regular meeting to Board Conference Room 135, CHEC, for closed or executive session pursuant to the Texas Government Code Chapter 551.001 et seq., to wit at 5:38 p.m.

Section 551.071 Consultations with Attorney

- a. Discuss pending litigation in Civil Action No. 4:21-cv-733, No. 4:22-cv-184, and anticipated litigation
- b. Consultation with the college's General Counsel or outside counsel on a matter in which the attorneys have an ethical duty of confidentiality

Section 551.074 Personnel Matters

- a. Discuss appointment, employment, evaluation, reassignment, duties, or discipline of college personnel and administrators, including the District President

RECONVENE REGULAR MEETING: 7:02 p.m., Board Room 139, CHEC.

1. Pledges of Allegiance

WELCOME STUDENT VISITORS

PRESENTATIONS

1. Recognition of an Employee on the Occasion of Their Retirement - Dr. Neil Matkin, District President
2. Contract Renewal Process and Recommendations - Dr. Abe Johnson, Senior Vice President Campus Operations, and Dr. Mary Weis, Professor of Biology and Chair of Council on Excellence
3. Recognition and Board Acknowledgement of Faculty Renewals - Dr. Abe Johnson, Senior Vice President Campus Operations

PUBLIC COMMENT

Leslie Cunningham, Winnie Hinson, Paul Bille, Danielle Sanit, Ben Wright, Yash Khaleque, Charles Hermes, Kim Parker Nyman, Valerie Adams

Approval of the March 22, 2022 Consent Agenda Items

2022-03-C1 Approval of the Minutes of the February 22, 2022 Regular Meeting

2022-03-C2 Consideration of Approval of the City of Plano's Heritage Commission Recommendations for the 2022 Heritage Tax Exemption Program

2022-03-C3 Consideration of Approval of the Academic Calendar for the 2022-2023 Academic Terms

Trustee Gomel requested that the minutes of the February 22, 2022 Regular Meeting be removed from the Consent Agenda.

On motion of Trustee Menon, and second of Trustee Moses, the March 22, 2022 Consent Agenda was approved by a vote of 7-0, which did not include the February 22, 2022 Regular Meeting minutes.

Trustee Gomel made a motion to amend the minutes of the February 22, 2022 Regular Meeting to include the full *Update on 5 Year Tuition Plan & 2022-23 Proposal* presentation, and second of Trustee Menon. This motion was approved by a vote of 7-0.

Trustee Gomel made a motion to approve the amended minutes of the February 22, 2022 Regular Meeting with the full presentation included, and second of Trustee Menon. This motion was approved by a vote of 7-0. The full presentation has been attached to the amended minutes.

CONSIDERATION OF ACTION ON AGENDA ITEMS

2022-03-1 First Reading of Local Board Policy: CHA (Local) Site Management - Security; CHF (Local) Site Management - Weapons; DEC (Local) Compensation and Benefits - Leaves and Absences; DIAA (Local) Freedom from Discrimination, Harassment, and Retaliation - Sex and Sexual Violence; ECC (Local) Instructional Arrangements - Course Load and Schedules; FFDA (Local) Freedom from Discrimination, Harassment, and Retaliation - Sex and Sexual Violence; FLB (Local) Student Rights and Responsibilities - Student Conduct

Discussion: Trustee Menon, Chair of the Organization, Education, and Policy Committee, brought forth a first reading of Local Board Policies. It was noted that the Committee did not meet on March 22, 2022 as scheduled.

No action was required.

2022-03-2 Second Reading and Consideration of Approval of Local Board Policies: BBD (Local) Board Members - Orientation and Training; CIA (Local) Equipment and Supplies Management - Records Management; CR (Local) Technology Resources; DK (Local) Professional Development (ADD); DM (Local) Termination of Employment

Discussion: Trustee Menon, Chair of the Organization, Education, and Policy Committee, brought forth the second reading and approval of Local Board Policies. Trustee Menon noted one change had been suggested by the Committee in BBD (Local) Board Members - Orientation and Training and subsequently made.

On motion of Trustee Menon, and second of Trustee Gomel, this item was approved by a vote of 7-0.

2022-03-3 Consideration of Approval of the FY2022-2023 Salary and Contract for the District President

On motion of Trustee Menon, and second of Trustee Saad, this item was approved by a vote of 6-1. Trustee Donald was opposed.

2022-03-4 Consideration of Approval of the Bid Report for March 22, 2022

Discussion: Melissa Irby, Chief Financial Officer, presented the Bid Report for March 22, 2022, which included one new solicitation:

NEW SOLICITATION

Purchase Request #1	
Online Proctoring	\$ 200,000
TOTAL OF NEW SOLICITATION	\$ 200,000
GRAND TOTAL	\$ 200,000

On motion of Trustee Moses, and second of Trustee Menon, this item was approved by a vote of 7-0.

PUBLIC COMMENT

There was no additional public comment.

INFORMATION REPORTS

Information Item - 2021 Racial Profiling Report
Information Item - Exercise of District President's Emergency Authority
Personnel Report for March 2022
Faculty Contracts, Extensions, and Sabbaticals
Revenues and Expenses as of February 28, 2022
Gifts-In-Kind September 2021-February 2022
Quarterly Grant Budget Amendments as of February 28, 2022
Monthly Investment Report as of February 28, 2022
Quarterly Investment Report as of February 28, 2022
AECOM Report as of February 2022

PRESIDENT'S AND BOARD ANNOUNCEMENTS

Comments on: workshops, seminars, and conferences taking place at the College; awards received; accomplishments and appointments at the local, state, and national level; published articles and newspaper reports; upcoming events; and recent news.

ADJOURNMENT

Chair Hardin adjourned the meeting of the Board of Trustees of Collin County Community College District at 8:18 p.m.

April 26, 2022

SUBJECT

Consideration of Approval of an Interlocal Participation Agreement with the Texas Association of School Boards' (TASB) Risk Management Fund for the Unemployment Compensation Program (Self-Funded Risk Pool Coverage)

RECOMMENDATION

The District President recommends approval of the proposed Interlocal Participation Agreement with the TASB Risk Management Fund for the Unemployment Compensation Program (self-funded risk pool coverage) effective May 1, 2022.

RATIONALE

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which fund members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

The IPA was last approved by the Fund board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates the IPA at least once every ten years or more frequently, as needed. The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund member duties and obligations, and 3) revising the dispute resolution provisions.

The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

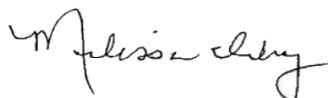
RESOURCE PERSONNEL

Melissa Irby, Chief Financial Officer

ATTACHMENTS

- A. TASB Letter
- B. TASB Frequently Asked Questions
- C. Interlocal Agreement (TASB Risk Management Fund)

Respectfully Submitted By:



Melissa Irby, Chief Financial Officer



March 1, 2022

Dr. Neil Matkin
Collin College
nmatkin@collin.edu

Participation in TASB Risk Management Fund Coverage Programs

Dear Dr. Matkin:

Please accept this letter as formal written notice that the Interlocal Participation Agreement (IPA) between Collin College and the TASB Risk Management Fund (Fund) is amended by the Fund effective May 1, 2022. The IPA is the foundational agreement by which eligible organizations join the Fund.

The amended IPA will replace your current IPA with the Fund. A copy of the new IPA is included for review and execution. It was last amended in 2012. Pursuant to Chapter 791 of the Texas Government Code, the new IPA must be authorized and approved by your Board of Trustees.

Along with the new IPA, a Frequently Asked Questions document with more information and a summary of changes is included to assist you in executing the agreement. The updates to the IPA focus on three areas: 1) clarity of purpose and meaning, 2) updates to Fund Member duties and obligations, and 3) revisions to the dispute resolution provisions.

The IPA must be approved through Board action and returned to the Fund. Your organization may take one of following approaches related to the new IPA:

- Seek authorization from your Board of Trustees and return the executed IPA to the TASB Risk Management Fund at tasbrmf@tasbrmf.org no later than May 13, 2022. A countersigned copy will be returned to you for your records.
- Take no action. The IPA will go into effect May 1, 2022, and your current coverage will continue under the terms of the new IPA. However, your next renewal proposal for Fund coverage will require a board-approved executed IPA unless you terminate coverage at that time.
- Terminate coverage in all Fund programs effective April 30, 2022, by providing written notice of termination to the Fund by April 29, 2022.

Please reach out to your TASB Risk Management Marketing Consultant for assistance with this process. We thank you for your membership in the TASB Risk Management Fund. We are very



proud of our 48-year record of proven strength, stability, and service to Texas public school districts and other educational entities and look forward to our continued partnership.

Sincerely,

A handwritten signature in black ink that reads "Dubravka H. Romano".

Dubravka H. Romano
Associate Executive Director
Risk Management Services
Texas Association of School Boards, Inc.

CC: Barbara Johnston
Jennifer Jones (Jennifer.Jones@tasb.org)

Attachments: Frequently Asked Questions and Explanation of Changes, Amended Interlocal Participation Agreement

TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions

What is the IPA?

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

Does the IPA require Board approval?

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

What is the effective date of the IPA?

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

Why is the IPA Changing?

The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

What are the specific changes to the IPA?

A thorough explanation of the changes is included in this document on the following page.

Can my organization make changes to the IPA?

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

What if my organization doesn't agree to the terms of the new IPA?

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

Who can I contact for additional information?

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at paul.taylor@tasb.org.

What are the steps for signing and returning the IPA?

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to tasbrmf@tasbrmf.org no later than May 13th, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

Explanation of Changes to the IPA

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.

Revisions to Dispute Resolution provisions:

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Collin College**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees

Collin County Community College District Board of Trustees

2022-04-1

April 26, 2022

Resource: Kim Davison
Chief of Staff

AGENDA ITEM:

Report Out of the Organization, Education, and Policy Committee, Second Reading and Consideration of Approval of Local Board Policies

- **CHA (Local)** Site Management - Security
- **CHF (Local)** Site Management - Weapons
- **DEC (Local)** Compensation and Benefits - Leaves and Absences
- **DIAA (Local)** Freedom from Discrimination, Harassment, and Retaliation - Sex and Sexual Violence
- **ECC (Local)** Instructional Arrangements - Course Load and Schedules
- **FFDA (Local)** Freedom from Discrimination, Harassment, and Retaliation - Sex and Sexual Violence
- **FLB (Local)** Student Rights and Responsibilities - Student Conduct

DISCUSSION:

The Organization, Education, and Policy Committee reviewed all policies presented in this item. The Organization, Education, and Policy Committee Chair will report out a recommendation at the April 26, 2022 regular meeting of the Board of Trustees.

PROPOSED CHANGES:

As a part of the College's comprehensive review of all policies and with updates and recommendations from the Texas Association of School Boards' Legal and Policy Service, the local policies outlined below are being presented for your approval.

- **CHA (Local) Site Management - Security** – Prohibits the use of force by means of a drone and adds a reference to DEC (Local) related to new mental health and quarantine leaves of absence for peace officers.
- **CHF (Local) Site Management - Weapons** – Adds the prohibition of firearm silencers on campus.

- **DEC (Local) Compensation and Benefits - Leaves and Absences** – As required by recent law, adds (1) mental health leave for police officers who experience a traumatic event in the scope of employment; and (2) quarantine leave for peace officers and emergency medical technicians when ordered by the local health authority or the individual’s supervisor due to possible or known exposure to a communicable disease while on duty. Also adds prohibition to outside or supplemental employment when an employee is on an approved leave of absence of any type, unless such employment is approved in writing or on approved military leave.
- **DIAA (Local) Freedom from Discrimination, Harassment, and Retaliation - Sex and Sexual Violence** – As required by recent law, provides that a police officer who receives information regarding an incident from an employee who chooses to complete a pseudonym form as described by law will 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.
- **ECC (Local) Instructional Arrangements - Course Load and Schedules** – Adds an exception to the number of courses a student can drop when a disaster declared by the governor that prevents or limits in-person course attendance for a period that significantly affects a student’s ability to participate in coursework.
- **FFDA (Local) Freedom from Discriminations, Harassment, and Retaliation - Sex and Sexual Violence** – As required by law, provides that a police officer who receives information regarding an incident from a student who chooses to complete a pseudonym form as described by law will 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.
- **FLB (Local) Student Rights and Responsibilities - Student Conduct** – Adds the prohibition of firearm silencers on campus, deletes the word brass from the term “brass knuckles” to be consistent with CHA

(Local), pluralizes the words knives, clubs, and weapons, and adds the word “devices.”

**DISTRICT PRESIDENT’S
RECOMMENDATION:**

The District President recommends approval of the Local Board Policies as outlined above.

SUGGESTED MOTION:

This item may come as a motion and second out of committee. A suggested motion would be, “Mr. Chairman, I make the motion that the Board of Trustees of Collin County Community College District approves the Local Board Policies.”

Purpose and Mission As authorized by the Texas Education Code, the Board of Trustees has chosen to employ and commission peace officers to maintain law and order. The Collin College Police Department will strive to provide a safe environment in which all members of the College District community may work, teach, study, and learn. The police department in the daily performance of its functions will stress public safety and service and the protection of life and property.

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

Authority Within a peace officer's primary jurisdiction, he or she:

1. Is vested with all the powers, privileges, and immunities of peace officers;
2. May, in accordance with Chapter 14, Code of Criminal Procedure, arrest without a warrant any person who violates a law of the state; and
3. May enforce all traffic laws on streets and highways.

Outside a peace officer's primary jurisdiction, he or she is vested with all the powers, privileges, and immunities of peace officers and may arrest any person who violates any law of the state if the peace officer is:

1. Summoned by another law enforcement agency to provide assistance; or
2. Assisting another law enforcement agency; or
3. Otherwise performing duties as a peace officer for the College District.

Additionally, as provided by Section 51.210 of the Texas Education Code, the College's peace officers are authorized to enforce policies, rules, and regulations promulgated by the Board and the administration.

Any person commissioned by the College District must be a certified peace officer who satisfies the requirements of the Texas Commission on Law Enforcement (TCOLE). Peace officers will discharge the responsibilities provided in Section 51.203 of the Texas Education Code and Articles 2.12 and 2.13 of the Code of Criminal Procedure. All certified peace officers will possess a valid Texas driver's license at all times.

Appointing a Chief The Chief of Police is appointed by the Board of Trustees upon the recommendation of the District President. The Chief of Police is

subject to state and federal law, the policies of the Collin College Board of Trustees, and the regulations, guidelines, and directives implemented by the District President or designee.

The Chief of Police will, as a condition of employment, complete the course of training prescribed for Chiefs of Police by the TCOLE.

Subject to pertinent state and federal laws, Board policy, and administrative regulations and directives, the Chief of Police has authority to manage the members of the police department. The Chief of Police will promote the discipline, training, efficiency, and morale of the department. The Chief of Police is authorized to establish the schedule of work for all department personnel.

Subject to review and approval by the District President or designee, the Chief of Police will prepare a handbook or manual of procedures, guidelines, and regulations to implement Board policy and to guide officers in the discharge of their responsibilities. The handbook or manual will address arrests, search and seizure, use of force, evidence handling, use of vehicles and equipment, protection of criminal history information and other confidential information, use of firearms and qualifications, officer standards of conduct and training, interaction with other law enforcement agencies, interaction with mentally impaired individuals, traffic control, compliance with state and federal mandates, and other subjects as may be determined by the Chief of Police. The handbook or manual will address communication and cooperation between the police department and Collin College campus administrators with authority for the administration of student discipline.

The Chief of Police may promulgate oral and written orders, commands, directives, and verbal instructions that are not inconsistent with the law, Board policy, or orders and instructions from the District President or designee.

Security Authority and Powers

While within the jurisdiction set out in this policy, peace officers employed and commissioned by the College District will have all the powers, privileges, and immunities of peace officers. Subject to limitations in law, College District peace officers will 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.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, College District peace 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.
4. 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.
6. Investigate violations of College District policies, rules, and regulations as requested by the District President or designee and participate in hearings concerning alleged violations.
7. Carry weapons as directed by the Chief of Police and approved by the District President.
8. Carry out all other duties as directed by the Chief of Police or District President.

**Limitations on
Outside Employment**

No officer commissioned under this policy will provide law enforcement or security services for an outside employer without prior written approval from the Chief of Police.

[See DBF(LOCAL) for additional requirements related to non-school employment.]

**Relationship with
Outside Agencies**

The College District's police department and the law enforcement agencies with which it has overlapping jurisdiction will 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 District President or designee will review the memorandum of understanding at least once every year. The memorandum of understanding will be approved by the Board.

Use of Force

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

Guiding Principles

The use of force by police officers is a matter of critical concern to the Board, the public, and the law enforcement community. The Board recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority

to use reasonable force and to protect the public welfare requires monitoring, evaluation, and a careful balancing of all interests.

Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties. Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

Duty to Intervene
and Report

Any College police officer present and observing another officer using force that is clearly beyond that which is objectively reasonable under the circumstances will, when in a position to do so, intercede to prevent the use of unreasonable force. An officer who observes another employee use force that exceeds the degree of force permitted by law will promptly report these observations to a supervisor.

Standards for Using
Force

Officers will use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officers at the time of the event to accomplish a legitimate law enforcement purpose.

An officer may use reasonable force to effect an arrest, search, prevent escape, or overcome resistance. If it is not reasonably apparent to the person being arrested, or it is not reasonably impracticable to do so, officers should make clear their intent to arrest or search the person and identify themselves as peace officers before using force.

When determining whether to apply force and evaluating whether an officer has used reasonable force, officers will take the following factors into consideration, as time and circumstances permit.

These factors include, but are not limited to:

1. Immediacy and severity of the threat to officers or others;
2. The conduct of the individual being confronted as reasonably perceived by the officer at the time;
3. The officer's personal circumstances (e.g., age, size, relative strength, prior training and skill level, injuries sustained, level of exhaustion or fatigue, the number of other officers available);
4. The effect of drugs or alcohol on the subject;
5. The subject's mental state or capacity;
6. Proximity of weapons or dangerous improvised devices;

7. The degree to which the subject has been effectively restrained and his or her ability to resist despite being restrained;
8. The availability of other options and their possible effectiveness;
9. Nature of the offense or reason for contact with the individual;
10. Likelihood of injury to officers, suspects, and others;
11. Whether the person appears to be resisting, attempting to evade arrest by flight, or is attacking the officer;
12. The risk and reasonably foreseeable consequences of escape;
13. The apparent need for immediate control of the subject or a prompt resolution of the situation;
14. Whether the conduct of the individual being confronted reasonably appears to pose an imminent threat to the officer or others or whether the risk of imminent threat has subsided;
15. Prior contacts with the subject or awareness of any propensity for violence; or
16. Any other exigent circumstances.

Use of deadly force is justified only in the following circumstances:

1. An officer may use deadly force to protect himself or herself or other persons from what the officer reasonably believes would be an imminent threat of death or serious bodily injury.
2. An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the person has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to any other person if the subject is not immediately apprehended.

By Drone

Reporting and
Analysis

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

Officers are discouraged from discharging a firearm at a moving vehicle. An officer may discharge a firearm at a moving vehicle only when there is an imminent threat of death or serious bodily injury, and the officer reasonably believes that use of deadly force is necessary to defend the life of the officer or any other person. Any use of force by a College police officer will be documented promptly, completely, and accurately in an appropriate report, and a copy will

be sent to the District President. To collect data for purposes of training, resource allocation, analysis, policy development, and related purposes, the Chief of Police or designee may require the completion of additional report forms, as specified in department procedure or law. The Chief of Police will objectively evaluate the use of force by the department's officers to ensure that their authority is used lawfully, appropriately, and consistently with training and policy.

Annual Report

Each year, the Chief of Police or designee will submit to the District President a written report summarizing and analyzing the use of force incidents in the preceding year that resulted in death, visible injury, or unconsciousness; that would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort; that used methods of restraint other than handcuffs or approved devices; that involved individuals who were struck or kicked; or that involved claims by individuals that the officer used excessive force or caused injury. The District President or designee will evaluate the need for additional training or policy modifications.

Training

In addition to initial and supplementary training on use of force, all College police officers will participate no less than annually in regular and periodic department training addressing this policy and protecting the public.

**Emergency Driving
in Pursuit and Non-
Pursuit Situations**

Vehicle pursuits expose innocent citizens, law enforcement officers, and fleeing violators to the risk of serious injury or death. The College District's police officers will make every reasonable effort to apprehend a fleeing suspect and to respond to emergency calls quickly and safely. The pursuit or call response should never be carried to such an extent as to endanger the lives or property of innocent users of the street, the highway, the violator, or the officer.

Emergency, non-pursuit driving is the operation of an authorized emergency vehicle with emergency lights and sirens in operation by a police officer in response to a life-threatening or a violent crime in progress, using due regard for the safety of others.

Emergency driving in a pursuit situation is an active attempt by a police officer, operating an emergency vehicle and utilizing simultaneously all emergency equipment, to apprehend one or more occupants of another moving vehicle and the driver of the fleeing vehicle is aware of that attempt and is resisting apprehension. Officers' conduct during the course of a pursuit must be objectively reasonable; that is, what a reasonable officer would do under the circumstances.

Emergency Driving
in General

The operation of a Collin College police vehicle, when utilized as an authorized emergency vehicle, is governed by the Texas Transportation Code Chapter 546. College police officers may operate College police vehicles as emergency vehicles in compliance with this policy in non-pursuit and pursuit emergency situations. When operating a department vehicle as an authorized emergency vehicle, the officer will immediately activate all emergency lights and sirens and will immediately notify the dispatcher. Officers will not operate a police vehicle in emergency status if it is occupied by any passenger other than another police officer.

Unmarked vehicles and police vehicles and College-owned vehicles without emergency lights and sirens will not be operated as emergency vehicles.

Non-Pursuit
Situations

Emergency responses will be made only when the incident involves a life-threatening situation or a violent crime in progress. Emergency responses must be approved by a supervisor. When deciding to initiate or continue driving under emergency conditions, officers will consider such factors as traffic volume, time of day, weather conditions, and potential hazard or liability to themselves and the public. Officers will have sufficient information to justify the decision to drive under emergency situations. Officers responding to a call from another officer needing assistance will remember that one must arrive at the scene safely in order to be of assistance.

Pursuit Situations

Probable cause must exist for the belief that a felony offense has been committed and failure to apprehend a suspect immediately may result in loss of life or serious bodily injury to another. A crime against property, by itself, will not justify pursuit.

Pursuits will be utilized only in instances necessary to pursue suspected perpetrators of felony crimes, which occurred on property owned, operated, or controlled by the College District. No pursuit will be initiated or continued on or off property owned, operated, or controlled by the College District by any officer unless a supervisor approves such pursuit. The supervisor will control the pursuit and have the authority to terminate the pursuit at any time. Supervisors should be within radio contact at all times and continually assess the advisability of commencing and continuing the pursuit. The supervisor will determine whether a back-up police vehicle is necessary and appropriate. The supervisor will notify other jurisdictions if the pursuit is likely to enter or cross into another jurisdiction.

The pursuing officer will consider the following factors before initiating a pursuit:

1. Nature of the offense;

2. The importance of protecting the public and balancing the known or reasonably suspected offense and the apparent need for immediate capture against the risks to officers, innocent motorists, and others;
3. Performance capabilities of the pursuit vehicle;
4. Vehicle speeds, road, traffic, and pedestrian conditions that unreasonably increase the danger of the pursuit when weighed against the risks resulting from the suspect's escape;
5. Weather and environmental factors such as rain, fog, ice, snow, or darkness that could substantially increase the danger of pursuit;
6. Age of offender, whether the identity is known, and whether there is comparatively minimal risk in allowing the suspect to be apprehended at a later time;
7. Officer's familiarity of area and his or her ability to accurately describe location and direction of travel;
8. Safety of the public in the area of the pursuit, including the type of area, time of day, the amount of vehicular and pedestrian traffic (e.g., school zones) and the speed of the pursuit relative to these factors; and
9. Availability of other resources and back-up assistance.

When the suspect's identity has been established at a point where later apprehension can be accomplished, and there is no logical need for immediate apprehension, the pursuit will be terminated.

Officers should not continue an emergency response or pursuit when conditions escalate to a degree that places the safety of the officers or others in an unacceptable level of jeopardy. All officers involved in vehicular pursuits will be held accountable for the continuation of a pursuit when traffic hazards and other circumstances indicate, by danger level, that it should have been discontinued.

Officers will not use their vehicle as a ramming device, to box in or surround a suspect vehicle, to overtake or force a suspect vehicle off the roadway, or to create roadblocks.

Pursuits Initiated by
Other Law
Enforcement
Agencies

College police officers will discontinue the pursuit when another agency has assumed the pursuit, unless continued assistance of the Collin College Police Department is requested by the agency assuming the pursuit.

	<p>When a pursuit begins within another agency's jurisdiction and passes or ends within the College District's primary geographical jurisdiction, the originating agency will have arrest responsibility.</p>
<p>Reporting and Analysis</p>	<p>After a pursuit, the pursuing officer and supervisor monitoring the pursuit will each prepare a written report detailing the factual circumstances surrounding the pursuit. The report will be evaluated by the Chief of Police or his or her designee to ensure compliance with this policy and other department procedures. Each year, the Chief of Police will submit to the District President or designee a report summarizing and analyzing the pursuits taken in the previous year. The District President or designee will evaluate the need for additional training or policy modifications.</p>
<p>Training</p>	<p>In addition to initial and supplementary training on pursuits, all police officers of the department will participate no less than annually in regular and periodic department training addressing this policy and the importance of vehicle safety and protecting the public.</p>
<p>Video Monitoring</p>	<p>Video equipment will be used on a College District police car for safety purposes whenever the flashing lights on a car are in use.</p>
<p>Access to Recordings</p>	<p>Recordings will be considered law enforcement records, will remain in the custody of the Chief of Police, and will be maintained as required by the department regulations manual and in accordance with applicable law. An original complete copy of all dash cam and body camera recordings will be archived by the Information Technology Department in accordance with records retention guidelines. [See CR(LOCAL) for additional information]</p>
<p>Training</p>	<p>All College District officers will receive at least the minimum amount of education and training as required by law.</p>
<p><u>Peace Officer Leave</u></p>	<p><u>For provisions regarding mental health leave and quarantine leave for peace officers, see DEC.</u></p>
<p>Racial Profiling</p>	<p>Officers will actively enforce state and federal laws in a responsible and professional manner, without regard to race, ethnicity, or national origin. Officers are prohibited from engaging in bias-based profiling when making traffic stops, field interview stops, or initiating asset seizure and forfeiture efforts. This policy is applicable to all persons, whether drivers, passengers, or pedestrians. Officers will conduct themselves in a dignified and respectful manner at all times when dealing with the public. Two of the fundamental rights guaranteed by the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by governmental agents. The right of all persons to be treated equally and to be free from unreasonable searches and</p>

seizures must be respected. Bias-based profiling is an unacceptable patrol tactic and will not be condoned.

The District President or designee will provide a complaint process so that students, employees, and other citizens may report violations of this policy. The District President or designee will provide public education regarding the complaint process in the form of bulletin board notices, website postings, student handbook notices, public presentations, and/or other forms of communication designed to promote public awareness.

The Chief of Police will disseminate written regulations to all members of the police department that strictly prohibit racial profiling; define acts constituting racial profiling; describe the complaint process by which an individual may file a complaint if the individual believes that he or she has been subjected to racial profiling; and require appropriate corrective action to be taken against a peace officer who, after an investigation, is shown to have engaged in racial profiling in violation of this policy. The written regulations will comply with state law requirements regarding the collection of data regarding arrests and the annual reporting to TCOLE and the Board regarding the data.

The Chief of Police or designee will provide periodic training regarding this policy and the department's procedures regarding racial profiling.

Complaints

Complaints against police officers must be in writing and signed by the person making the complaint. A copy of the complaint will be given to the officer within a reasonable time after it is filed [see Complaint Against Peace Officer at CHA(LEGAL)], and no disciplinary action will be taken against the officer as a result of the complaint unless a copy is given to the officer and the matter has been investigated. A signed letter from a supervisor or other employee with knowledge of the facts may fulfill the requirements of a complaint.

Complaints involving allegations of misuse of force, brutality, felony misconduct, misdemeanors involving moral turpitude, corruption, or police conduct involving serious injury or death will be investigated by an impartial supervisor who did not have involvement in the underlying matter. However, the District President or designee, in his or her sole discretion, may appoint an investigator outside the department when circumstances warrant such action.

Grievances and concerns by police department employees concerning wages, promotions, hours of work, working conditions, workplace conflict, discrimination, performance evaluations, assignments, reprimands, or disciplinary action will be processed in

accordance with the Board's personnel policies located in DAA of the Board's policy manual.

Appeals regarding this complaint process will be filed in accordance with DGBA, FLD, or GB, as appropriate.

Complaints against the Chief of Police will be submitted to the District President or designee who will appoint an appropriate investigator.

**Assistance in
College Hearings**

As employees of the College, the College's police officers have a duty to assist the College administration in College disciplinary hearings or other College hearings when the officer has information pertinent to the hearing, regardless of whether the hearing involves criminal or noncriminal charges and regardless of whether criminal charges are pending. Officers may be called to provide expertise, information, records, or testimony that may be pertinent to the matter pending. In extenuating circumstances, the District President or his or her designee may excuse an officer's participation.

**School Marshal
Program**

Purpose and
Responsibilities

The sole purpose of a school marshal is to prevent the act of murder or serious bodily injury on the College's premises, acting only within the authority granted in this policy and applicable law.

A school marshal may only act as necessary to prevent or abate the commission of an offense that threatens serious bodily injury or death of students, faculty, staff, or visitors on school premises.

A school marshal may not issue a traffic citation.

Appointment

An individual who is employed by the College District and is interested in serving as a school marshal will express such interest by completing a designated application form available in the District President's Office.

In addition to holding a current and valid License to Carry (LTC), to be eligible for appointment as a school marshal at the College, an applicant must:

1. Successfully complete all prerequisite commission training;
2. Pass the state licensing exam;
3. Be currently employed by the College District;
4. Be appointed by the Board; and
5. Meet all statutory requirements and TCOLE requirements, including psychological fitness established through a psychological examination.

To be eligible for an appointment, an employee must also meet all additional requirements as outlined in Occupations Code 1701.260 and 37 Administrative Code 227.3.

The College District is not obligated to appoint any individual as a school marshal, and the selection or removal of a school marshal will be at the sole discretion of the College District, subject to applicable laws. An applicant who is appointed as a school marshal must continue to meet all relevant statutory, commission, and College District requirements at all times.

Once appointed, a school marshal will:

1. Immediately report to the TCOLE and the College through the Chief of Police, any circumstance which would render him or her unqualified and unauthorized to act as a school marshal by virtue of his or her employment with the College, failure to meet the standards of the commission, another state agency, or under law;
2. Immediately report to the TCOLE any violation of applicable commission standards, including any discharge of a firearm carried under the authorization of this chapter outside of the training environment on College premises; and
3. Comply with all requirements under law, including Texas Higher Education Code Section 51.220.

Possession and
Use of Handgun

Individuals appointed as school marshals are authorized to carry or possess a handgun on the physical premises of the College and access such handgun only under circumstances that would justify the use of deadly force under Section 9.32 or 9.33, Penal Code and subject to the requirements found in "Use of Force" outlined herein and in the police department operating procedures, insofar as the Use of Force guidelines and police department procedures are more restrictive.

Individuals appointed as school marshals may only possess or carry the handgun in a concealed manner; however, if the primary duty of the school marshal involves regular, direct contact with students, the marshal may not carry a concealed handgun but may possess a handgun on the physical premises of a public junior college campus in a locked and secured safe within the marshal's immediate reach or on their person when conducting the marshal's primary duty.

School marshals will be designated as school marshals only for specific campuses, and such designation will be made by the Board in closed Executive Session.

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Training	Training is required on an annual basis that meets or exceeds the state's training requirements for school marshals. Training will be facilitated and monitored through the College's police department, as authorized by the Chief of Police.
Equipment	Appointed school marshals will carry their personal firearms and are responsible for maintaining them appropriately. Firearms and ammunition of school marshals must be approved by the Chief of Police or designee and are subject to periodic inspection by the Chief of Police or designee for safety purposes. The only ammunition a marshal may carry and use is frangible duty ammunition approved by the TCOLE.
Renewal of Appointment	<p>An individual serving as an appointed school marshal is reviewed and considered for reappointment annually by the Chief of Police. Individuals recommended for appointment and renewal are then considered by the Board in closed Executive Session.</p> <p>Appointments may be withdrawn at any time for any reason or no reason by action of the Board in its sole discretion taken in executive session, without the right to appeal.</p> <p>If a school marshal's status becomes inactive for a reason spelled out in Texas Higher Education Code Section 51.220(g) or other law, that school marshal will cease being a marshal for the College and will notify the Chief of Police immediately of the change in status.</p>
Confidentiality	<p>Except as provided in Section 1701.260(j) of the Texas Occupations Code, the identity of a school marshal is confidential. The identity of a school marshal will not be disclosed by the College District in response to a request under the Texas Public Information Act.</p> <p>However, if the College District receives an inquiry in writing from a parent or guardian of a student enrolled at the College District, the Board will provide the parent or guardian written notice indicating whether any employee of the public junior college is currently appointed as a school marshal. Such notice will not disclose any information confidential under this section, including the identity of any particular school marshal.</p>

**Concealed Carry
Law and Other
General Provisions**

The purpose of this policy is to implement rules in compliance with Texas Government Code, Section 411.2031, Carrying of Handguns by License Holders on Certain Campuses, at Collin County Community College effective August 1, 2017, and to outline prohibited firearms and weapons on all College District campuses.

Firearms / Handguns

The College District prohibits the use, possession, or display of a firearm on College property or at a College-sponsored or -related activity in violation of the law or College policies and procedures, unless written authorization is granted in advance by the District President or designee.

Procedures

After consulting with students, staff, and faculty of Collin College regarding the nature of the student population, specific safety considerations, and the uniqueness of the Collin College environment, the District President has established the following rules regarding the carrying of concealed handguns by license holders on the campuses of Collin College:

1. Only individuals with a valid License to Carry a Handgun (LTC) issued by the Texas Department of Public Safety, under Texas Government Code Chapter 411, Subchapter H, as well as LTC licenses* from other states, the validity of which is recognized by the state of Texas, may carry a concealed handgun on or about their person on the property of the College.
*Validly-issued LTC licenses are collectively referred to hereinafter as "LTC."
2. Individuals who do not possess a valid LTC are prohibited from possessing a handgun on College campuses.
3. The College prohibits the use, possession, or display of any illegal knife, club, or prohibited weapons, as defined by the Texas Penal Code and described in CHF(LEGAL), on College property or at a College-sponsored or -related activity, unless written authorization is granted in advance by the District President or designee.
4. While on College campuses, it is the responsibility of the LTC holder to conceal the handgun so that it is not partially or wholly visible to another person.
5. While on a College campus, an LTC holder who is in possession of a handgun must keep that handgun on or about his or her person or in a locked vehicle, as permitted by law.
6. Other than a handgun owned by a qualified resident of Collin College student housing as defined herein, handguns may not be stored overnight on College campuses, unless in a locked, privately owned or leased motor vehicle as permitted by law.

7. Possession of a handgun on College property while intoxicated, under the influence of illegal drugs, or while taking prescription drugs that impair judgment or physical abilities is prohibited.
8. This policy applies to persons traveling in College-owned vehicles. However, the policies of the owner of the vehicle apply when private or commercial transportation is used for Collin College travel.
9. This policy applies to all students, staff, faculty, and visitors of the College, except for law enforcement officers licensed by a state of the United States or a federal agency and school marshals licensed by the State of Texas and appointed by the Collin College Board of Trustees.
10. Open carry of a handgun on a campus of the College is restricted to law enforcement officers licensed by a federal, state, or local law enforcement agency.
11. Students and employees of the College, with the exception of police officers employed by the College, will not inquire as to whether any person is carrying a concealed weapon or possesses an LTC.
12. The storage or transportation of a firearm or ammunition is allowed by College students, faculty, staff, and employees if the individual is authorized to such possession in a locked, privately owned or leased motor vehicle on those specific premises allowed by law and described in CHF(LEGAL).

On-Campus Student Housing

A resident with an LTC may only carry or store a concealed handgun in campus housing as established in this policy. Any time a handgun in a campus housing facility is not in the immediate care, custody, or control of the owner, that handgun must be stored in a locked, personal vehicle or within a locked gun safe in the resident's room. No gun storage will be provided by the College District. This policy applies to all residents as well as live-in staff in any campus facility designed for housing or overnight stay.

Residents

An LTC license holder who resides in campus housing in which all the residents of the unit are age 21 or older may carry a concealed handgun into campus housing and may store the weapon in his or her assigned residential room. An exception to the age 21 requirement is a person who is at least 18 years of age but not yet 21 years of age who:

1. Is a member or veteran of the United States armed forces, including a member or veteran of the reserves or national guard;

2. Was discharged under honorable conditions, if discharged from the United States armed forces, reserves, or national guard; and
3. Meets the other eligibility requirements for an LTC except for the minimum age required by federal law to purchase a handgun.

A resident who brings a concealed handgun into campus housing pursuant to this policy must carry the weapon on his or her person at all times or store it in his or her assigned room within a locked gun safe. [See Requirements for Proper Storage, below]

A resident may not intentionally or knowingly display a handgun in plain view of another person in campus housing except as necessary to properly store and secure the weapon within a gun safe in his or her assigned residential room.

A student who is assigned to a residential room in campus housing where a firearm is stored and is concerned about his or her wellbeing may request a transfer to another residential room through the regular housing process with no penalty.

Non-Residents

An LTC license holder who does not reside in campus housing may carry a concealed handgun into campus housing. The handgun must be carried on or about the non-resident's person at all times and may not be stored in a campus housing room.

Responsible for
Personal Injury or
Damage

A resident or non-resident whose possession, use, or storage of a handgun results in personal injury or property damage is personally liable for the injury or damage.

Requirements for
Proper Storage

When not carried on or about a person, handguns must be in a locked personal vehicle or a locked gun safe that meets the College District's following requirements:

1. Be large enough to fully contain the firearm(s) placed in it and provide for secure storage;
2. Have exterior walls constructed of a minimum 16-gauge steel;
3. Have a high-strength locking system consisting of a mechanical or electronic combination or biometric lock, and not a key lock; and
4. Be certified and listed as meeting Underwriters Laboratories Residential Security Container standards by a Nationally Recognized Testing Laboratory (NRTL).

Compliance with storage and security requirements are part of the residence inspection process, as outlined in the Student Housing Residence Handbook.

**Other Weapons
and Devices
Prohibited**

All other weapons are strictly prohibited for students, staff, faculty, and visitors on College property or at any College-sponsored or -related activity, including, but not limited to, long guns, location-restricted knives, clubs, knuckles devices, firearm silencers, explosives, fireworks of any kind, incendiary devices, instruments designed to expel a projectile with the use of pressurized air, such as a BB gun, martial arts throwing stars, or any weapons described in CHF(LEGAL). An exception is authorized for the limited purpose of honor guards who carry ceremonial swords (e.g., Military Ball) at a Collin College-sponsored event. The possession or use of articles not generally considered to be weapons may be prohibited when the District President or designee determines that a danger exists for any student, College District employee, or College District property by virtue of possession or use.

Possession of other weapons on College campuses is grounds for immediate disciplinary action and possible prosecution for violations of state law.

**Exclusion
Zones**

Possession of a handgun is prohibited on Collin College campuses in the following locations by any person except law enforcement officers licensed by a state of the United States or a federal agency. These locations will be appropriately identified by signage as specified under Sections 30.06 and 30.07 of the Texas Penal Code:

1. Child-care facilities.
2. Polling locations.
3. In the room or rooms where a meeting of a governmental entity is held, and if the meeting is an open meeting subject to Chapter 551, Government Code, and notice as required by that chapter is provided.
4. High-hazard laboratories and health science education facilities where the presence of high-hazard materials or operations creates a significant risk of catastrophic harm due to a negligent discharge.
5. Designated meeting room(s) at each campus in Student and Enrollment Services that can be used, as needed, for disciplinary meetings or counseling meetings.
6. Facilities where professional, high school, college sporting, or interscholastic events are in progress as prohibited by Texas Penal Code, Section 46.035(b)(2).

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7. Locker and dressing rooms where individuals change clothes, including those at athletic, theatre, and health science education facilities.
8. Any location or facility of Collin College, as directed or approved by the District President as necessary for campus safety, where effective notice on a temporary basis pursuant to Sections 30.06 and 30.07, Texas Penal Code, has been given by the required signage. An example might include a College facility where alcohol is being served for a special event.
9. A violation of these specific prohibitions is considered an offense under Section 46.035(a-3), Texas Penal Code.

Violations

Violations of this policy should be reported immediately to the Collin College Police Department at (972) 578-5555. Such violations may result in disciplinary action by Collin College up to and including criminal prosecution for violation of the Texas Penal Code.

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

Reporting

Not later than September 1 of even-numbered years, Collin College will submit a report to the Texas State Legislature and to the standing committees of the legislature with jurisdiction over the implementation and continuation of Section 411.2031, Texas Government Code that:

1. Describes the Collin College rules, regulations, or other provisions regarding the carrying of concealed handguns on the campuses of Collin College; and
2. Explains the reasons the institution has established these provisions.

Safety Committee

The District President will appoint a standing committee, the Collin College Safety Committee that is chaired by the Executive Vice President or District President's designee and includes representatives from the administration, faculty, staff, and student government. The committee will be charged with meeting as needed, but at least once each fall and spring semester to review the College's policy, any new legislation and legal decisions relating to this issue, and the effectiveness of the implementation of the College's policy. Advisory notes and recommendations from the committee will be forwarded for review and consideration by the Executive Leadership Team, District President, and Board, as necessary.

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 District President or designee will develop procedures associated with employee leaves and absences and ensure the procedures are used to implement the provisions of this policy.

Comprehensive Leave Program

The Board provides a comprehensive program of leave benefits for full-time employees of the College District.

Accrual of Leave

Leave hours accrue on the last day of each month. An employee who is in a paid status (at work or on paid leave) on the last day of the month earns leave hours for that month.

Reporting Absences

Employee absences are reported through a time and attendance reporting system. Supervisors ensure appropriate documentation and use of leave and take action, as needed, if an employee does not accurately report his or her absences. [See DMAA(LOCAL)]

Family and Medical Leave

For purposes of the Family and Medical Leave Act (FMLA), the following eligible conditions apply:

1. For the birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee of a son or daughter for adoption or foster care [For the rules regarding leave for "adoption" and "foster care," see 29 C.F.R. 825.121];
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status); and
6. To care for a covered service member with a serious injury or illness incurred in the line of duty if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

Immediate Family

For purposes of this policy, "immediate family" is defined as a dependent son or daughter, including a biological, adopted, or foster child; a stepchild; a legal ward, or a child for whom the employee

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stands *in loco parentis* who is under the age of 18, or someone 18 years or older who is incapable of self-care because of a mental or physical disability; and a spouse.

Family Emergency

The term “family emergency” will be limited to disasters and life-threatening 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 will mean the number of hours per day equivalent to the employee’s usual assignment.

Academic Year

An “academic year” as used in this policy will mean the term of the employee’s assignment during the College District’s Academic Calendar adopted by the Board each year. For purposes of an employee’s entitlement to FMLA leave, the 12-month period will be measured forward from the date an individual employee’s first FMLA leave begins, regardless of the academic year.

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. A catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time (usually longer than five days) and that requires inpatient care in a hospital, hospice, or residential medical facility, or a regimen of continuing treatment of the employee by a health-care provider that requires absences from work for treatment. Catastrophic leave is only available for those employees who have exhausted all leave time earned by those employees. Such conditions typically require prolonged inpatient hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth will be considered catastrophic if they meet the requirements of this paragraph. The College District may require a second or third medical opinion, at its cost, to confirm that the illness or injury qualifies for catastrophic leave.

Earning Leave

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

Deductions

Leave Without Pay

The College District will not approve paid leave for more leave days than have been carried over from prior years plus leave currently available. Any unapproved absences or absences beyond available paid leave will result in deductions from the employee’s pay. An employee’s final paycheck will be reduced for paid leave the employee used, but had not earned, as of the date of separation.

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Leave Proration Paid leave will be prorated based on the actual time employed within an academic year.

Medical Certification An employee will submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family; or
2. The College District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or District President; or
3. 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 will be made by a healthcare provider as defined by the FMLA. [See DECA(LEGAL)]

Order of Use For leave approved under this policy, the College District adopts the following order of use:

Earned compensatory time will be used before any available paid leave. [See DEA]

Use of leave under the sick leave bank will be permitted only after all available local or other leave has been exhausted.

When an employee is approved for FMLA leave, the College District will require the employee to use available paid leave, including, but not limited to, sick time, vacation time, or compensatory time.

Sick Leave Each full-time employee will earn eight hours of paid sick leave per month in accordance with administrative procedures.

Sick leave will accumulate to a maximum of 720 hours.

Sick leave will only be used after any applicable compensatory time has been exhausted for the following:

1. Illness of the employee.
2. Illness of a member of the employee's immediate family [see Immediate Family, above].
3. Up to three days (24 hours) of accrued sick leave each fiscal year for medical or dental appointments or to help care for an extended family member who is ill. Extended family members

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include parents, grandparents, adult children, grandchildren, siblings and in-laws, and step and foster relationships of the preceding.

4. Family emergency.
5. Birth or placement of a child when taken within the first year after the child's birth, adoption, or foster placement.
6. Contribution to the sick leave bank.

**Sick Leave for
Adjunct Faculty**

The College District will offer paid sick leave to adjunct faculty members under this policy to provide pay continuity as a result of illness-related absences of the adjunct faculty member.

Adjunct faculty are eligible to receive the equivalent of one week, as defined below, of paid sick leave per course each semester they are employed. Adjunct faculty members who have been diagnosed with an illness that requires quarantine are eligible for one additional week of paid leave under this policy. For purposes of this policy, the phrase "equivalent of one week" is defined as 1/16th of the total course contact hours, e.g., three of 48 contact hours or four of 60 contact hours, etc., irrespective of the period of time over which the course is scheduled. Paid sick leave for adjunct faculty members is granted on a per-semester basis and does not accrue.

Sick Leave Bank

The College District will establish a sick leave bank to which all full-time employees may contribute up to 24 hours of earned but unused sick leave per year.

A full-time employee may request leave from the bank if the employee experiences a catastrophic illness or injury as defined in this policy and has exhausted all paid leave and any applicable compensatory time.

If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.

Eligibility

Only full-time benefits-eligible employees may apply for use of the sick leave bank.

Eligible employees may only draw from the sick leave bank for a single diagnosis code for a period not to exceed the maximum allowable hours consistent with plan operating procedures.

The District President or designee will develop procedures for the operation of the sick leave bank that address the following:

1. Procedures to request leave from the sick leave bank;

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2. The maximum number of days per academic year a member employee may receive from the sick leave bank;
3. The administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
4. 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).

Mental Health Leave for Peace Officers

A College District peace officer who experiences a traumatic event in the scope of employment will be granted a maximum of three days of mental health leave per traumatic event. Such leave will be provided in accordance with administrative regulations and will not be deducted from the employee's pay or leave balance.

The District President will 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 will 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 will be provided in accordance with administrative regulations and will not be deducted from the employee's pay or leave balance.

The District President will 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

Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period will be measured forward from the date an individual employee's first FMLA leave begins.
Combined Leave for Spouses	When both spouses are employed by the College District, the College District provides a combined total of 12 weeks (in any combination) of FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition. The College District will limit military caregiver leave to a combined total of 26 weeks.
Intermittent or Reduced Schedule Leave	The College District will 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 will provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-For-Duty Certification	In accordance with administrative procedures, when an employee takes FMLA leave due to the employee's own serious health condition, the employee will provide, before resuming work, a fitness-for-duty certification. If the College District will require certification of the employee's ability to perform essential job functions, the College District will provide a list of essential job functions to the employee.
Failure to Return	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the College District may require reimbursement of premiums paid by the College District during the leave.

Outside Employment While on Leave

The College District prohibits employees from engaging in any employment with another employer, supplemental employment, or providing non-employment services for compensation ("moonlighting") during any type of leave approved under this or any other Board policy, other than vacation leave. This prohibition does not apply to employees who have received written approval to engage in outside employment or employees engaged in military service while on approved military leave.

Parental Leave

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Each employee who has been employed in a benefits-eligible position for at least 12 months is eligible to use ten days of paid parental leave at the time of the birth or adoption of a child. Parental leave must be coordinated with the employee's concurrent leave under the FMLA and is available for use from the time of birth or placement of the child only. Parental leave must be used while the employee is on the related FMLA leave and does not accrue or remain available for use at a later date. Adjunct faculty, part-time employees, and employees on leave without pay status are not eligible for paid parental leave as outlined in this policy but may be eligible for unpaid FMLA leave.

Personal Leave

Each full-time employee will earn 24 hours of paid leave each fiscal year to conduct personal business in accordance with administrative procedures. Personal leave will be noncumulative.

Request for Personal Leave

The employee will submit a request for use of personal leave in advance in accordance with leave of absence procedures and guidelines. In deciding whether to approve or deny personal leave, the supervisor or designee will not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee will, however, consider the effect of the employee's absence on the educational program or College District operations.

Vacation Leave

Each full-time, 12-month staff and administrative employee will earn paid vacation in accordance with the schedule published in administrative procedures.

Upon successful completion of the new employee 90-day (calendar day) probationary period, each eligible employee will receive vacation credit retroactive to the original service date, in accordance with the published vacation plan. Employees who terminate employment prior to completion of the new employee probationary period will have no accrued vacation credit.

Use of vacation leave will not exceed 15 consecutive workdays.

Carryover of earned but unused vacation hours will be permitted within the guidelines established by the District President or designee.

Payment of
Vacation Leave in
Lieu of Time Off

If sufficient funds are available in the Board-approved budget or from other appropriate funding sources, the District President may authorize a payment of up to 160 hours of an employee's earned but unused vacation leave hours. This payment would be in lieu of time off when an employee is not permitted or able to take requested vacation leave due to workload, special projects, or critical needs of the college, as designated by the District President.

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If sufficient funds are not available, the request must be submitted to the Board for consideration to allocate the needed funds from appropriate reserve accounts.

An annual report of any authorized payments to employees under this sub-section of the policy will be presented to the Board as an information item following the fiscal year end.

Payment of
Vacation Leave at
Termination

Employees beyond the initial 90-day probationary period, who terminate eligible employment with the College District, will be paid for the current fiscal year's earned but unused vacation hours and up to a maximum of 80 hours of earned but unused carryover vacation hours from prior fiscal years.

Request for
Vacation Leave

The employee will submit a request for use of vacation leave in advance in accordance with leave of absence procedures and guidelines. In deciding whether to approve or deny vacation leave, the supervisor or designee will consider the effect of the employee's absence on the educational program or College District operations.

Sabbatical Leave

Sabbatical leaves are available to provide College District employees with a significant opportunity for professional growth. Sabbatical leaves are granted based on a review and recommendation by the sabbatical committee in response to the published priorities for the year, with subsequent review, and recommendation, and consideration by the campus provost and executive senior vice president of campus operations, with approval consideration by the District President, and Approved sabbatical leaves will be presented as an information item to the Board. Sabbatical leaves are not granted on the basis of seniority and are not an entitlement.

Sabbatical leave may be granted, upon application, for study, research, writing, field observations, or other suitable purposes such as completing a degree, improving skills, and maintaining currency in the employee's discipline or field or otherwise as specified in administrative procedures.

Eligible employees [see definition at DEC(LEGAL) Development Leaves of Absence] may apply for a sabbatical upon completion of five years of continuous full-time service. Six years of continuous full-time service must be completed before a sabbatical can commence.

The leave will 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. Failure to return for all or part of the one-year period will make the person liable for the return of all, or part, of the sabbatical stipend in proportion to the percent of time not completed.

An otherwise eligible employee who has received a sabbatical leave within the past five years, whose position is funded by an external grant or contract, or who is in his or her last year of full-time employment with the College District is ineligible for sabbatical leave.

The chief human resources officer and the chair of the sabbatical leave committee are available to answer questions concerning the sabbatical leave policy and procedures.

Bereavement Leave

A full-time benefits-eligible employee will be granted up to 40 hours of paid bereavement leave upon the death of an employee's spouse, child, parent, or other person who occupies a position of similar importance in the employee's family in accordance with procedures.

A full-time benefits-eligible employee will be granted up to 24 hours of paid bereavement leave upon the death of other family members of the employee to include siblings, grandparents, grandchildren, parents-in-law, and siblings-in-law, or other person who occupies a position of similar importance in the employee's family in accordance with administrative regulations, including an employee's step and foster relationships of the above.

Bereavement leave will be noncumulative.

Critical Illness Leave

Definition

"Critical illness" is defined as a life-threatening condition.

Benefit

A full-time employee will be granted up to 24 hours of paid critical illness leave for absences associated with the critical illness of an immediate family member or other family members of the employee to include siblings, grandparents, grandchildren, parents-in-law, and siblings-in-law, or other person who occupies a position of similar importance in the employee's family, in accordance with procedures.

Critical illness leave will be noncumulative.

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 will be designated as FMLA leave.

No Paid Leave
Offset

The College District will not permit the option for paid leave offset in conjunction with workers' compensation income benefits.

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**Extraordinary
Circumstances**

Up to 40 hours of leave without pay may be granted to an employee for extraordinary circumstances that cannot be addressed within the paid leave benefits provided by the College District, in accordance with administrative procedures and guidelines for faculty and staff. An employee who has been employed more than 12 months may request leave without pay of up to 720 hours after he or she has exhausted all eligible leave, including paid, unpaid, and FMLA leave for his or her own serious health condition or that of an immediate family member, to include the spouse or dependent child(ren) of the employee. Upon return from the leave of absence, the employee will be eligible for the same or similar position, upon release from his or her physician, if applicable, consistent with the College District's procedures and guidelines for faculty and staff.

**Employees not
Eligible for FMLA
Leave**

A full-time employee who has not yet worked the required 12 months and 1250 hours to qualify for FMLA leave may take a maximum of 160 hours of leave without pay for his or her own serious health condition or for the serious health condition of the employee's spouse and dependent children of the employee.

**Expiration of
Available Leave and
Attendance Policy**

When an employee is close to using all earned paid and unpaid approved leave, the College District will send a letter to the employee at the home address on file explaining that his or her leave is almost exhausted and the notification requirements for returning to work. If the employee's absence is due to his or her own medical condition, the employee must present a written medical clearance form, a health-care professional who verifies the employee is able to perform the essential functions of his or her position, and a description of any requested job-related accommodations provided by the deadline to the College District.

[See DMAA]

If an employee is not medically released to return to work, with or without reasonable accommodations, when all available paid and unpaid leave has been exhausted, the employee's employment with the College District will end, absent a request by the employee for a reasonable accommodation. Communications with the employee will be consistent with administrative procedures and guidelines.

**Voting in Public
Elections**

An employee is expected to vote before or after his or her scheduled working hours unless voting at a polling location on a College District campus. In the rare instance that this is not possible, the employee may request prior approval from his or her supervisor for time off, not to exceed two hours, to vote.

Court Appearances

Absences due to compliance with a valid subpoena for College District-related business or for jury duty will be fully compensated

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by the College District and will not be deducted from the employee's pay or leave balance.

Absences due to compliance with a valid subpoena for personal business will be deducted from the employee's personal leave or vacation leave or result in loss of pay at the employee's daily rate for each day of work missed.

**Other Absences and
Leave Without Pay**

Any other absences or granted leaves of absence will result in an appropriate deduction from pay or deduction from eligible leave balances, consistent with the College District's procedures and guidelines for faculty and staff.

Note: This policy addresses complaints of sex and gender discrimination, sexual or gender-based harassment, sexual violence, dating violence, domestic violence, stalking, and retaliation made by employees. For legally referenced material relating to this subject matter, see DAA(LEGAL). For sex discrimination, sexual harassment, sexual violence, dating violence, domestic violence, and retaliation targeting students, see FFDA. For other employee complaints not covered by Title VII or Title IX laws, see DIAB.

Definitions

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

Statement of Nondiscrimination

The College District prohibits discrimination, including harassment, against any employee 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.

Discrimination

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

Sexual Harassment

For purposes of this policy, 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:

1. 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;
2. It is based on unwelcome conduct that a reasonable person would determine is so severe, persistent, pervasive, and objectively offensive 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; or
3. Any instance of sexual assault, as defined in the Jeanne Clery Disclosure of Campus Security Policy Campus Crime Statistics Act (Clery Act), and dating violence, domestic violence, or stalking, as defined in the Violence Against Women Act (VAWA).

Note: Quid pro quo harassment, Clery Act, and VAWA offenses are not evaluated for severity, pervasiveness, offensiveness, or denial of equal educational access because such misconduct is considered sufficiently serious to deprive a student of equal access.

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. For purposes of this policy, consent is defined as an informed, voluntary, affirmative, and mutual agreement between the participants to engage in a specific sexual act. Consent is further defined by the consent guidelines in FFDA(LOCAL).

Examples Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; offensive or derogatory language of a sexual nature directed at another person; and other sexually motivated conduct, communication, or contact. Examples may also include forms of dating violence, domestic violence, or stalking. Specific examples may be found in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

Dating Violence, Domestic Violence, and Stalking For purposes of this policy, the terms "dating violence," "domestic violence," and "stalking" are incorporated into this policy as defined in FFDA(LOCAL).

Prohibited Conduct In this policy, the term "prohibited conduct" includes dating violence, domestic violence, sexual violence, stalking, sex discrimination, sexual or gender-based harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Reporting Procedures An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her immediate supervisor.

Alternatively, the employee may report the alleged acts to one of the College District officials below or electronically through the College District's online complaint form located on its website.

An employee who experiences prohibited conduct has the right to report the incident to the College District and to receive a prompt and equitable resolution of the report.

For the purposes of this policy, “College District officials” are the Title IX coordinators listed below and the District President.

**College District’s
Mandatory Response
Obligations**

The College District will respond promptly to sexual harassment, as defined in this policy, in a manner that is not deliberately indifferent, which means a response that is not clearly unreasonable in light of known circumstances, or as otherwise required by applicable Title IX regulations. The College District’s response obligations are listed in FFDA(LOCAL).

**Definition of College
District Officials**

Reports of discrimination based on sex, including sexual harassment as defined in this policy, may be directed to the Title IX coordinators. The College District designates the following persons to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Title IX Coordinator

Title IX Coordinator: Floyd Nickerson, Chief Human Resources Officer, Human Resources/Title IX Coordinator for Employees

Address: 3452 Spur 399, McKinney, TX 75069

Telephone: (972) 599-3159

Email: [Title IX Coordinator email¹](#)

Webpage: [Title IX/Sexual Misconduct webpage²](#)

Deputy Title IX
Coordinator for
Human Resources

Name: Tonya Jacobson

Position: Manager HR/Employee Relations

Address: 3452 Spur 399, McKinney, TX 75069

Telephone: (972) 758-3856

Email [Deputy Title IX Coordinator for Human Resources³](#)

**Alternative
Reporting
Procedures**

An employee will not be required to report prohibited conduct to the person alleged to have committed the prohibited conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinators, may be directed to the District President or designee.

A report under this policy against the District President may be made directly to the Board. If a report is made directly to the Board, the Board will appoint an appropriate person to conduct an investigation.

Timely Reporting

Employee reports of prohibited conduct will be made immediately after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the College District’s ability to investigate and address the prohibited conduct.

**Consolidate Reports
and Other
Requirements**

When the allegations underlying two or more complaints arise out of the same facts or circumstances, the College District may also consolidate the complaints.

The College District will also provide other measures required by Title IX and applicable law, including, but not limited to, assistance by advisors, supportive measures, and notices to parties. Such requirements are described in detail in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

Notice of Report

Any College District supervisor who receives a report of prohibited conduct will immediately notify the appropriate College District official listed above and take any other steps required by this policy.

**Investigation of the
Report**

The College District may request, but will not require, a written report or formal complaint as defined in FFDA(LOCAL). If a report is made orally, the College District official receiving the report will reduce the report to written form.

Upon receipt or notice of a report, the College District official will determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official will immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

If the College District official 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 College District official will refer the complaint for consideration under the appropriate policy. The College District official will also consider requests not to investigate made by a complainant and an informal resolution process as detailed in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

If appropriate, the College District will promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

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

The investigation of prohibited conduct under this policy will be conducted in accordance with the investigation procedures and guidelines contained in FFDA(LOCAL). The College District may

dismiss complaints, as mandated or on a discretionary basis, under the procedures and guidelines listed in FFDA(LOCAL). Investigation and resolution procedures and guidelines are detailed in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

Concluding the Investigation and Hearing

Absent extenuating circumstances, the investigation and live hearing should be completed within 60 College District business days from the date of the report; however, the investigator will take additional time if necessary to complete a thorough investigation.

The investigator will prepare a written report of the investigation. The written report will be prepared in accordance with the reporting procedures and guidelines contained in FFDA(LOCAL).

Hearings

Consistent with applicable Title IX regulations, the College District will provide for a live hearing of complaints arising under this policy. The live hearing will be conducted in accordance with the procedures and guidelines contained in FFDA(LOCAL) and detailed in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

College District Action

If the results of an investigation and live hearing indicate that prohibited conduct occurred using a preponderance of the evidence standard (i.e., more likely than not to have occurred), the College District will 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 and live hearing, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Examples of disciplinary or corrective action:

Disciplinary or Corrective Action

1. Implementing the disciplinary measures described in DH and DM Board policies for employees, including but not limited to, coaching and counseling, written disciplinary action, unpaid administrative leave, and/or recommendation for termination;
2. Providing a training program for those involved in the complaint;
3. Permitting the victim or student engaged in the prohibited conduct to drop a course in which they both are enrolled without penalty;
4. Taking other actions allowed by Board policy.

Exception

The College District will 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 will be involved in an appropriate manner.

Improper Conduct

If the Title IX decision-maker designated by the executive vice president 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.

Confidentiality

To the greatest extent possible, the College District will respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law. Applicable federal Title IX regulations protect the privacy of a party's medical, psychological, and similar treatment records by stating that the College District cannot access or use such records unless the College District obtains the party's voluntary, written consent to do so.

Retaliation

The College District prohibits retaliation against an employee who makes a complaint alleging to have experienced prohibited conduct, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates 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.

False Claims

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College District investigation regarding harassment or discrimination is subject to appropriate discipline. Charging an individual with a violation(s) for making a false claim, materially false statement, or refusing to cooperate during the course of an investigation regarding discrimination or harassment does not constitute retaliation. However, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a false claim or a materially false statement.

Appeal

A party who is dissatisfied with the outcome of the investigation may appeal on the grounds listed in FFDA(LOCAL) through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees and GB(LOCAL) for community members]. Appeals under this policy will be submitted to the appeals officer or administrator designated by the College District. The applicable appeal deadlines and guidelines of DGBA(LOCAL) or GB(LOCAL) will be followed for appeals made under this policy.

Informal Resolution

After a formal complaint is filed, the College District may permit the voluntary use of an information resolution process at any time prior to a final determination. The parties must provide their voluntary consent in writing to participate in such a process. The informal resolution process will be handled in accordance with the procedures and guidelines contained in FFDA(LOCAL).

Informal resolution is prohibited in any case where a College District employee is accused of sexual harassment against a student.

The College District will not require the parties to waive their rights to a formal process and agree to information resolution as a condition of enrollment or employment.

The party may have a right to file a complaint with appropriate state or federal agencies.

Records Retention

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

Records of formal complaint resolutions and informal resolutions will be retained by the College District for a period of seven years. The College District will retain all materials used to train institutional participants in the various phases of the resolution process, including the Title IX coordinators and decision-makers. All materials utilized to train Title IX coordinators, investigators, hearing panel participants, and decision-makers will be made available in accordance with applicable federal Title IX regulation requirements.

In instances where the College District receives a report of sexual harassment, but a formal complaint is not filed, the institution will maintain a record of all actions taken, including supportive measures, for a period of seven years. In these instances, the College District will include a written rationale explaining why a formal complaint was not filed.

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, will be distributed to applicants for employment and annually to College District employees and 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, related materials, and required training will also be prominently published on the College District's website, taking into account applicable legal requirements. Copies of the policy and procedures will be readily available at the College

District's administrative offices and will be distributed to an employee who makes a report.

**Mandatory Reporting
under State Law for
Incidents of Dating
Violence, Sexual
Violence, Sexual
Harassment, and
Stalking**

In accordance with the Education Code Section 51.252, an employee who, in the course and scope of employment, witnesses or receives information regarding the occurrence of an incident that the employee reasonably believes constitutes sexual harassment as defined in this policy, and is alleged to have been committed by or against a person who was a student enrolled at or an employee of the College District at the time of the incident, will promptly report the incident to the College District's Title IX coordinator or deputy Title IX coordinator. The report must include all information concerning the incident known to the reporting person that is relevant to the investigation and, if applicable, redress of the incident, including whether an alleged victim has expressed a desire for confidentiality in reporting the incident.

An employee who is designated by the College District as a person with whom students may speak confidentially concerning sexual harassment as defined in this policy or who receives information regarding such an incident under circumstances that render the employee's communications confidential or privileged under other law will, in making a report under this section, state only the type of incident reported and may not include any information that would violate a student's expectation of privacy. This requirement does not affect the employee's duty to report an incident under any other law.

Exceptions

An employee is not required to make a report concerning:

1. An incident in which the employee was a victim of dating violence, sexual assault, sexual harassment, or stalking; or
2. An incident in which the employee received information due to a disclosure made at a dating violence, sexual assault, sexual harassment, or stalking public awareness event sponsored by the College District or by a student organization affiliated with the College District.

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 will 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.

Anonymous
Reports

In accordance with Education Code Section 51.9365, College District students and employees can report prohibited conduct anonymously as provided on the Dean of Students page on the College

District's website. However, the submission of an anonymous report may impair the College District's ability to investigate and address the prohibited conduct.

¹ Title IX Coordinator email: <mailto:fnickerson@collin.edu>

² Title IX/Sexual Misconduct webpage: <https://www.collin.edu/titleix>

³ Deputy Title IX Coordinator for Human Resources email: <mailto:tjacobson@collin.edu>

**Limitation on
Number of Dropped
Courses**

A College District student will 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 will 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;
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 in-person course attendance for a period that significantly affects the student's ability to participate in coursework; or
- ~~8-9.~~ Any other significant issue affecting the ability of the student to satisfactorily complete the course, as determined upon review by the College District registrar.

[For definitions of "student's family" and "a person who has a sufficiently close relationship to the student," see Definitions for Good Cause Exemption in ECC(LEGAL).]

INSTRUCTIONAL ARRANGEMENTS
COURSE LOAD AND SCHEDULES

ECC
(LOCAL)

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 District President will develop procedures to implement this policy.

Note: This policy addresses complaints of dating violence, domestic violence, gender-based harassment, sex discrimination, sexual violence, sexual harassment, and stalking, targeting students participating in the College District's education program or activity. For legally referenced material relating to discrimination, harassment, and retaliation, see FA(LEGAL) and FFDB(LOCAL). For sex discrimination, sexual harassment, sexual violence, 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.

**College District's
Education Program
or Activity**

The College District's education program or activity includes locations, events, or circumstances over which the institution exercises substantial control over both the respondent and the context in which the sexual harassment occurred. This policy applies to all of the College District's education programs and activities, whether such programs or activities occur on campus or off campus. The College District may address sexual harassment affecting its students that falls outside the jurisdiction of this policy in any manner it chooses, including, but not limited to, providing supportive measures or pursuing disciplinary action.

Sex Discrimination

Sex 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**

For purposes of this policy, 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:

1. A College District employee causes the student to believe that the student must submit to the conduct in order to participate in a College District program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct (i.e., quid pro quo harassment);
2. It is based on unwelcome conduct that a reasonable person would determine is so severe, persistent, pervasive, and objectively offensive that it limits or denies the student's educational access and/or ability to participate in or benefit from the College District's educational program; or

3. Any instance of sexual assault, as defined in the Jeanne Clery Disclosure of Campus Security Policy Campus Crime Statistics Act (Clery Act), and dating violence, domestic violence, or stalking, as defined in the Violence Against Women Act (VAWA).

Note: Quid pro quo harassment, Clery Act, and VAWA offenses are not evaluated for severity, pervasiveness, offensiveness, or denial of equal educational access because such misconduct is considered sufficiently serious to deprive a student of equal access.

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, and objectively offensive that it limits or denies a student's ability to participate in or benefit from the College District's educational program. Physical contact not reasonably construed as sexual in nature is not sexual harassment.

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.

College District's
Definition of
Consent to Sexual
Activity

For purposes of this policy, sexual activity requires consent, which is defined as an informed, voluntary, affirmative, and mutual agreement between the participants to engage in a specific sexual act. The following guidelines will be used to determine whether consent was obtained:

1. Consent to sexual activity can be communicated in a variety of ways, but one should not presume consent has been given in the absence of a clear, positive agreement.
2. Consent can only be accurately gauged through direct communication about the decision to engage in sexual activity. The absence of the word "no" or the like (e.g., "stop") does not imply consent.
3. Although consent can be nonverbal, verbal communication is the most reliable form of asking for and obtaining consent. Discussing desires, needs, and limitations with sexual partners provides a basis for positive sexual experiences shaped by mutual willingness and respect.

4. Presumptions based upon contextual factors (e.g., provocative clothing or dancing, etc.) are unwarranted, and should not be considered grounds for consent.
5. As defined in the State of Texas Penal Code 22.011 Sexual Assault, the age of sexual consent is 17. Therefore, consent cannot be obtained from someone who is under the age of 17, as that person is legally considered to be a minor.
6. Consent cannot be obtained from someone who is asleep, unconscious, or otherwise mentally or physically incapacitated, whether due to alcohol, drugs, or some other condition (e.g., an intellectual or other disability). A person is mentally or physically incapacitated when that person lacks the ability to make or act on considered decisions to engage in sexual activity. Engaging in sexual activity with a person whom you know – or reasonably should know – to be incapacitated constitutes sexual violence.
7. Consent to some sexual acts does not constitute consent to other sexual acts.
8. Consent must be ongoing throughout a sexual encounter and can be revoked at any time. If you proceed despite your partner's verbal and/or nonverbal communication to stop, you have committed sexual violence.
9. Consent cannot be obtained by threat, coercion, or force. Agreement under such circumstances does not constitute consent.
10. A prior sexual encounter or pre-existing relationship does not indicate consent to current or future sexual activity.

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, pervasive, and objectively offensive 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. Examples may also include forms of dating violence, domestic violence, or stalking. Specific examples may be found in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

Dating Violence

The term "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 and where the existence of such a relationship will be determined based on a consideration of the following factors:

1. The length of the relationship;
2. The type of relationship; and
3. The frequency of interaction between the persons involved in the relationship.

(Office on Violence Against Women, United States Department of Justice: <https://www.justice.gov/ovw/dating-violence>)

Domestic Violence

The term "domestic violence" includes felony or misdemeanor crimes of violence committed by:

- A current or former spouse or intimate partner of the victim;
- A person with whom the victim shares a child in common;
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- 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;
- 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

The term "stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

For the purposes of this definition:

1. "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.

False Claims

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College District investigation regarding dating violence, domestic violence, gender-based harassment, sex discrimination, sexual violence, sexual harassment, and/or stalking will be subject to appropriate disciplinary action.

Prohibited Conduct

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

**College District's
Mandatory Response
Obligations**

Deliberate
Indifference
Standard

The College District will respond promptly to sexual harassment, as defined in this policy, in a manner that is not deliberately indifferent, which means a response that is not clearly unreasonable in light of known circumstances, or as otherwise required by applicable Title IX regulations. The College District's response obligations include, but are not limited to:

1. The College District must offer supportive measures to the person making the allegations (hereafter referred to as the "complainant").
2. The Title IX coordinator or designee must promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of supportive measures available with or without filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
3. The College District must follow a grievance process that complies with applicable federal Title IX regulations before the imposition of any disciplinary sanctions (or other actions that are not supportive measures) against a respondent.
4. The College District must not restrict rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment, when complying with applicable federal Title IX regulations and this policy.

5. Under applicable federal Title IX regulations, the College District is required to investigate allegations of prohibited conduct as defined in this policy in any formal complaint, which can be filed by a complainant or submitted by a Title IX coordinator.
6. The federal Title IX regulations affirm that a complainant's wishes with respect to whether the institution investigates the complaint should be respected, unless the Title IX coordinator determines that submitting a formal complaint to initiate an investigation against the wishes of the complainant is not clearly unreasonable in light of the known circumstances.
7. The College District will dismiss the allegations in a formal complaint if such allegations do not meet the definitions of prohibited conduct outlined in this policy or did not occur in the institution's education program or activity. However, the College District may still address the allegations in any manner it deems appropriate (e.g., general investigation for violation of the Student Code of Conduct in the Student Handbook).

Definitions

When responding to prohibited conduct, applicable federal Title IX regulations provide clear definitions of a "complainant," "respondent," "formal complaint," and "supportive measures" so that recipients, students, and employees clearly understand how the College District must respond to incidents of prohibited conduct in a way that supports the alleged victim and treats both parties fairly. The College District adopts those definitions as outlined in applicable federal Title IX regulations which are listed in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

Formal Complaint

In accordance with applicable federal Title IX regulations, a "formal complaint" is a document filed by a complainant or submitted by the Title IX coordinator that alleges prohibited conduct against a respondent and requests that the College District investigate the allegation of prohibited conduct, and meets the following requirements:

1. At the time of filing a formal complaint, the complainant must be participating in or attempting to participate in a College District education program or activity as defined in this policy.
2. A formal complaint may be filed with the Title IX coordinator in person, by mail, or by email by using the contact information required to be listed for the Title IX coordinator and by any additional method designated by the College District.
3. The phrase "document filed by a complainant" means a document or electronic submission (e.g., by email or through an

online portal provided by the College District specifically for this purpose) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.

4. Where the Title IX coordinator submits a formal complaint, the Title IX coordinator is not a complainant or a party during the grievance process and must comply with the requirements for Title IX personnel to be free from conflicts and bias.

**Reporting
Procedures**

In accordance with applicable federal Title IX regulations, the College District utilizes a consistent, transparent grievance process for resolving formal complaints of prohibited conduct.

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to the appropriate Title IX coordinator, deputy Title IX coordinator, another employee, or, alternatively, submit the report electronically through the College District's website.

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 will immediately notify the Title IX coordinator or deputy Title IX coordinator and take any other steps required by this policy. Additionally, an employee may submit the report electronically via the College District's website or report it to the District President or designee.

**Mandatory Reporting
Under State Law for
Incidents of Dating
Violence, Sexual
Violence, Sexual
Harassment, and
Stalking**

In accordance with Education Code Section 51.252, an employee who, in the course and scope of employment, witnesses or receives information regarding the occurrence of an incident that the employee reasonably believes constitutes sexual harassment, sexual violence, dating violence, or stalking as defined in this policy, and is alleged to have been committed by or against a person who was a student enrolled at or an employee of the College District at the time of the incident, will promptly report the incident to the College District's Title IX coordinator or deputy Title IX coordinator. The report must include all information concerning the incident known to the reporting person that is relevant to the investigation and, if applicable, redress of the incident, including whether an alleged victim has expressed a desire for confidentiality in reporting the incident.

An employee who is designated by the College District as a person with whom students may speak confidentially concerning sexual harassment, sexual violence, dating violence, or stalking as defined in this policy, or who receives information regarding such an

incident under circumstances that render the employee's communications confidential or privileged under other law will, in making a report under this section, state only the type of incident reported and may not include any information that would violate a student's expectation of privacy. This requirement does not affect the employee's duty to report an incident under any other law.

Exceptions

An employee is not required to make a report concerning:

1. An incident in which the employee was a victim of dating violence, sexual violence, sexual harassment, or stalking; or
2. An incident in which the employee received information due to a disclosure made at a dating violence, sexual violence, sexual harassment, or stalking public awareness event sponsored by the College District or by a student organization affiliated with the College District.

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 will 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.

Anonymous
Reports

In accordance with Education Code Section 51.9365, College District students and employees can report prohibited conduct anonymously as provided on the Dean of Students page on the College District's website. However, the submission of an anonymous report may impair the College District's ability to investigate and address the prohibited conduct.

**Designated Title IX
Coordinators**

For the purposes of this policy, the following are designated as the College District's Title IX coordinators.

Title IX
Coordinators

Reports of dating violence, domestic violence, sex discrimination, sexual violence, sexual or gender-based harassment, and stalking may be directed to the Title IX coordinators. The College District designates the following persons to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

*Title IX
Coordinator for
Students*

Title IX Coordinator: Terrence Brennan, District Dean of Students

Address: 3452 Spur 399, McKinney, TX 75069

Telephone: (972) 881-5734

Email: [Title IX Coordinator email¹](#)

Webpage: [Title IX/Sexual Misconduct webpage²](#)

*Deputy Title IX
Coordinator for
Students*

Name: Amy Throop
Position: Associate Dean of Students
Address: 2200 W University Drive, McKinney, TX 75071
Telephone: (972) 881-5667
Email: [Deputy Title IX Coordinator for Students](#)³

*Title IX
Coordinator for
Employees*

Name: Floyd Nickerson
Position: Chief Human Resources Officer
Address: 3452 Spur 399, McKinney, TX 75069
Telephone: (972) 599-3159

*Deputy Title IX
Coordinator for
Employees*

Name: Tonya Jacobson
Position: Manager, HR/Employee Relations
Address: 3452 Spur 399, McKinney, TX 75069
Telephone: (972) 758-3856

**Alternative
Reporting
Procedures**

A student will not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinators, may be directed to the District President.

A report under this policy against the District President may be made directly to the Board. If a report is made directly to the Board, the Board will appoint an appropriate person to conduct an investigation.

Timely Reporting

Reports of prohibited conduct will be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the College District's ability to investigate and address the prohibited conduct.

Amnesty

In accordance with Education Code Section 51.9366, the College District will give amnesty to (i.e., not take disciplinary action against) a student who reports, in good faith, that the student was the victim of or a witness to an incident of prohibited conduct as defined by this policy. This amnesty policy applies regardless of the location at which the incident occurred or the outcome of the College District's disciplinary process regarding the incident, if any. This amnesty policy does not apply to a student who reports his or her own commission or assistance in the commission of prohibited conduct as defined by this policy.

Consolidation of Reports and Other Requirements

When the allegations underlying two or more complaints arise out of the same facts or circumstances, the College District may consolidate the complaints.

The College District will also provide other measures required by Title IX and applicable law, including, but not limited to, assistance by advisors, supportive measures, and notices to parties. Such required measures are described in detail in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

Notice of Rights and Options

In accordance with requirements under federal law, the College District will provide victims with written notification of their rights and options, which will outline appropriate on- and off-campus resources as well as steps a victim may want to take depending on the services the victim needs.

Investigation of the Report

The College District may request, but will not require, a written report of prohibited conduct. If a report is made orally, the College District official will reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the College District official will determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official will immediately notify the parties to the complaint of the allegations and the formal and informal options for resolution of the complaint in writing.

Request Not to Investigate

A complainant may request that the College District not investigate allegations or prohibited conduct. 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 will 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 will take reasonable steps to protect the health and safety of the College District community.

Formal Resolution

If any of the parties decline to participate in informal resolution of the complaint or the College District official finds informal resolution of the complaint to be inappropriate, the College District official will authorize or undertake an investigation, except as provided below at Criminal Investigation.

Interim Action

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the College

District will promptly take interim action calculated to address prohibited conduct prior to the completion of the College District's investigation.

If, after engaging in an individualized safety and risk analysis, the College District determines that an immediate threat to the physical health or safety of any student or other individual, arising from the allegation of prohibited conduct, justifies the removal of the respondent, the College District will provide the respondent with written notice of this interim action and afford the respondent an opportunity to challenge the decision immediately after the removal.

College District
Investigation

The investigation may be conducted by the College District official or a designee or by a third party designated by the College District, such as an attorney. The investigator will have received appropriate training regarding the issues related to the complaint and the relevant College District's policy and procedures. The investigator will conduct a prompt, fair, and impartial process from the initial investigation to the final result. Investigation and resolution procedures and guidelines are also detailed in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, 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. Both the victim and student respondent may have an observer(s) present during any meeting with the investigator.

During the investigation:

1. The burden of gathering evidence and burden of proof must remain on the College District, not on the parties.
2. The College District must provide equal opportunity for the parties to present facts and expert witnesses and other inculpatory and exculpatory evidence.
3. The College District must not restrict the ability of the parties to discuss the allegations or gather evidence (e.g., no "gag orders").
4. The parties must have the same opportunity to select an advisor of the party's choice who may be, but need not be, an attorney.

5. The College District must send written notice of any investigative interviews, meetings, or hearings to the parties. This written notice must include a statement that the respondent is presumed not responsible and that a determination will not be made until the conclusion of the grievance process. If the scope of the investigation expands, the College District must issue a supplemental written notice to the parties providing additional details that also meet this standard.
6. The College District must send the parties and their advisors evidence directly related to the allegations, in electronic format or hard copy, and provide at least ten days for the parties to inspect, review, and respond to the evidence.
7. The College District must dismiss allegations of conduct that do not meet the federal Title IX definition of prohibited conduct or did not occur in the institution's education program or activity against a person in the U.S. Such dismissal is only for Title IX purposes and does not preclude the College District from addressing the conduct in any manner the institution deems appropriate (e.g., general discrimination or harassment complaint, Student Code of Conduct violation).
8. The College District may, at its discretion, dismiss a formal complaint or allegations contained therein, if:
 - a. The complainant informs the Title IX coordinator in writing that the complainant desired to withdraw the formal complaint or allegations contained therein;
 - b. The respondent is no longer enrolled at or employed by the College District; or
 - c. Specific circumstances prevent the College District from gathering sufficient evidence to reach a determination.
9. The College District must give the parties written notice of a dismissal, whether mandatory or discretionary, and the reasons for the dismissal.

Privacy Rights

Federal Title IX regulations protect the privacy of a party's medical, psychological, and similar treatment records by stating that the College District cannot access or use such records unless the College District obtains the party's voluntary, written consent to do so.

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 will confer with the agency to determine if the College District's investigation would impede the criminal or regula-

tory investigation. The College District will proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation and in compliance with applicable federal Title IX regulations. After the law enforcement or regulatory agency has completed gathering its evidence, the College District will promptly resume its investigation. Any delay under this provision will constitute good cause for an extension of timelines established by this policy and associated procedures.

Concluding the Investigation and Hearing

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the College District to delay its investigation, the investigation and hearing should be completed within 60 College District business days from the date of the report; however, the investigator will take additional time if necessary to complete a thorough investigation.

The investigator will prepare a written report of the investigation. The report will be filed with the College District official overseeing the investigation. The investigation must result in an investigation report that fairly summarizes the investigation, and the report must be completed at least ten College District business days prior to the hearing. Access to this report must be given so that the complainant, respondent, and their respective advisors can meaningfully respond to the evidence prior to the conclusion of the investigation. The College District must send the evidence to each party and their advisors in electronic form and provide at least ten College District business days for them to submit a written response, which the investigator must consider before finalizing the investigation. The College District must make the evidence available again at any hearing, including for use in cross-examination.

Hearings

In accordance with applicable federal Title IX regulations, the College District will provide for a live hearing. During this live hearing:

1. A decision-maker must permit each party's advisor to ask the other party and any witnesses all relevant questions and follow-up questions, including those bearing on credibility.
2. Cross-examination must be conducted directly, orally, and in real time by the party's advisor of choice, and never by a party personally.
3. If a party is unable to obtain an advisor, the College District must provide one, free of charge, for the purpose of conducting cross-examination for the party. The advisor provided does not have to be, but may be, an attorney.
4. While the hearing must be "live," at either party's request, the College District must provide the parties with separate rooms

and use technology so the decision-maker and parties may simultaneously see and hear the questions.

5. At the hearing, the decision-maker has the responsibility to determine the relevancy of questions and explain in real time any decision not to permit a certain line of questioning.
6. During the investigation or hearing, questioning concerning a complainant's sexual history is generally not permitted, unless allowed by Title IX regulations.
7. A party or witness may refuse to submit to cross-examination during a live hearing. If a party or witness does not submit to cross-examination during a live hearing, that individual's statements may be relied on by the decision-maker(s) in reaching a determination regarding responsibility. The College District is not permitted to draw an adverse inference based on the mere fact that an individual refused to submit to cross-examination.
8. During the hearing, questions and evidence about the complainant's sexual predisposition or prior sexual behavior will be considered irrelevant, unless offered to prove that someone other than the respondent committed the alleged misconduct or to prove consent.
9. The College District must make an audio or video recording of the hearing, or a transcript, and make it available to the parties for inspection and review.
10. The decision-maker(s) facilitating the live hearing must not be the same person(s) as the Title IX coordinator or investigator(s).
11. After the hearing, the decision-maker(s) must issue a written determination of responsibility applying the preponderance of the evidence standard (i.e., more likely than not to have occurred). The written determination must include the following elements:
 - a. Identification of the allegations at issue;
 - b. A description of the procedural steps taken throughout the case;
 - c. Findings of fact supporting the determination;
 - d. Conclusions regarding application of the College District's Title IX policy;

- e. A statement and rationale as to the determination for each allegation;
 - f. A statement of any disciplinary sanction and whether any remedies will be provided to the complainant; and
 - g. A description of the procedures and permissible ground for appeal.
12. The decision-maker's written determination must be sent simultaneously to the parties along with information about how to file an appeal.

Notification of the Outcome

The College District will provide written notice of the outcome, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the victim and the person against whom the complaint is filed. The parties will be given the opportunity to respond to the report.

Upon written request, the College District will disclose to the alleged victim of a crime of violence, as defined in Title 18 Section 16, United States Code, or non-forcible sex offense (i.e., incest or statutory rape) the report on the results of any disciplinary proceeding conducted by the College District against a student who is the alleged perpetrator of such crime or offense. If the alleged victim is deceased as a result of such crime or offense, the College District will treat the victim's next of kin as the alleged victim.

College District Action

Prohibited Conduct

The College District will determine, based on the results of the investigation, whether each individual allegation of misconduct occurred using the preponderance of the evidence standard (i.e., more likely than not to have occurred). If the results of an investigation and live hearing indicate that prohibited conduct occurred, the College District will promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct, in accordance with College District policy and procedures. [See FM and FMA]

Corrective Action

Examples of corrective action may include, but are not limited to, the following:

1. Implementing the disciplinary measures or penalties described in FM(~~LOCAL~~~~Local~~) for students;
2. Providing a training program for those involved in the complaint;
3. Providing a comprehensive education program for the College District community;
4. Providing counseling for the complainant and respondent;

5. Permitting the complainant or respondent to drop a course in which they both are enrolled without penalty;
6. Conducting follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred;
7. Involving students in efforts to identify problems and improve the College District climate;
8. Increasing staff monitoring of areas where prohibited conduct has occurred;
9. Reaffirming the College District's policy against dating violence, domestic violence, gender-based harassment, sex discrimination, sexual violence, sexual harassment, and stalking;
10. Taking other actions allowed by Board policy.

Exception

The College District will minimize attempts to require a student who complains of prohibited conduct as defined by this policy to resolve the problem directly with the person who engaged in the prohibited conduct; however, if that is the most appropriate resolution method, the College District will be involved in an appropriate manner.

Improper Conduct

If the College District 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 College District may take other appropriate disciplinary action in accordance with College District policy and procedures or other corrective action 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. Mandatory dismissal provisions include the following:

1. The alleged conduct is determined to not constitute sexual harassment, as defined in this policy;
2. The alleged conduct is determined not to have occurred within a College District's education program or activity; or
3. The alleged conduct is determined not to have occurred against a person in the United States.

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.

Permissive or discretionary dismissal provisions include the following:

1. The complainant would like to withdraw the complaint;
2. The respondent is no longer enrolled at or employed by the College District; or
3. 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 designated Title IX coordinator or the deputy Title IX coordinator will provide the parties written notice of the dismissal.

Confidentiality

To the greatest extent possible, the College District will respect the privacy of the complainant, respondent, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

Either the complainant or respondent may appeal the determination rendered as a result of the investigation and live hearing, or any discretionary dismissal of the complaint, on the following permissible grounds:

1. Procedural irregularity that affected the outcome;
2. New evidence not reasonably available that could affect the outcome; and/or
3. Conflict of interest or bias by the College District's participants that affected the outcome.

The College District will ensure that the following elements are present during the course of the appeal:

1. The non-appealing party will be notified of the appeal and allowed to submit a written statement in response.
2. The appeal decision-maker(s) cannot be the same individuals as the hearing decision-maker(s). Nor can the appeal decision-maker(s) be the Title IX coordinator or the investigator(s) on the case.
3. The appeal must conclude with a written decision describing the appeal and the rationale for the result that is provided to the complainant and respondent simultaneously.

Appeals under this policy will be submitted to the appeals officer or administrator designated by the College District. The applicable appeal deadlines and guidelines detailed in the College District's *Title*

IX Complaint Resolution Process Handbook for Students and Employees will be followed. The College District will provide written notice of the outcome of any appeal, within the extent permitted by FERPA or other law, to the complainant and the respondent.

Upon written request, the College District will disclose to the alleged victim of a crime of violence, as defined in Title 18, Section 16, United States Code, or non-forcible sex offense (i.e., incest or statutory rape) the report on the results of any disciplinary proceeding conducted by the College District against a student who is the alleged perpetrator of such crime or offense. If the alleged victim is deceased as a result of such crime or offense, the College District will treat the victim's next of kin as the alleged victim.

Informal Resolution

After a formal complaint is filed, the College District may permit the voluntary use of an informal resolution process at any time prior to a final determination. The parties must provide their voluntary consent in writing to participate in such a process.

Prior to commencing an informal resolution process, the College District will provide the parties with the required written notice of the allegations and a description of the parameters of the informal resolution process. The notice will include a statement that a party is permitted to withdraw from the informal resolution process and resume the formal process at any time prior to a resolution being reached.

Informal resolution is prohibited in any case where a College District employee is accused of committing prohibited conduct against a student.

The College District will not require the parties to waive their rights to a formal process and agree to informal resolution as a condition of enrollment or employment.

Retaliation

Retaliation against anyone involved in the complaint process is a violation of College District policy and is prohibited. Neither the College District nor any person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by applicable federal Title IX regulation; this policy; or because the individual has made a report or complaint, testified, assisted with, participated in, or refused to participate in a Title IX investigation, proceeding, or hearing.

Charging an individual with a violation(s) that does not involve sexual harassment, but arises out of the same facts or circumstances as a formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by applicable federal Title IX regulations, constitutes retaliation.

In an effort to prevent acts of retaliation, the College District will keep confidential and not disclose the identities of complainants, respondents, and witnesses, except as permitted by FERPA, required by law, or necessary to investigate and resolve a Title IX complaint.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Charging an individual with a violation(s) for making a materially false statement in bad faith during the course of a Title IX grievance proceeding does not constitute retaliation. However, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a bad faith materially false statement.

Complaints alleging retaliation in connection with a complaint or investigation of prohibited conduct will be addressed in accordance with this policy. Complaints alleging retaliation in connection with other policies or laws may be filed in accordance with the College District's prompt and equitable grievance procedures. [See FFDB and FLD]

Other Appeals

Appeals for complaints of prohibited conduct or Title IX violations will be processed as detailed in the College District's Title IX Complaint Resolution Process Handbook for Students and Employees. All other appeals outside of this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FMA(LOCAL) for students, and GB(LOCAL) for community members]

The College District will provide written notice of the outcome of any appeal(s), within the extent permitted by FERPA or other law, to the victim and the person against whom the complaint is filed. The parties will be given the opportunity to respond to the report.

Complaints Filed
with OCR

A party will also be informed of 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 will be in accordance with the College District's records retention procedures. [See CIA]

Records of formal complaint resolutions and informal resolutions will be retained by the College District for a period of seven years. The College District will retain all materials used to train institutional participants in the various phases of the resolution process, including the Title IX coordinators and decision-makers. All materials utilized to train Title IX coordinators, investigators, hearing panel participants, and decision-makers will be made available in accordance with applicable federal Title IX regulation requirements.

In instances where the College District receives a report of prohibited conduct, but a formal complaint is not filed, the institution will maintain a record of all actions taken, including supportive measures, for a period of seven years. In these instances, the College District will include a written rationale explaining why a formal complaint was not filed.

**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, will be distributed annually to College District employees and 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 will also be prominently published on the College District's website, taking into account applicable legal requirements. Copies of the policy and procedures will be readily available at the College District's administrative offices and will be distributed to a student or employee who makes a report.

¹ Title IX Coordinator email: <mailto:tbrennan@collin.edu>

² Title IX/Sexual Misconduct webpage: <https://www.collin.edu/titleix>

³ Deputy Title IX Coordinator for Students email: <mailto:athroop@collin.edu>

**Student Code of
Conduct**

College District students are both citizens and members of the academic community. As citizens and students, they enjoy the same freedom of speech, peaceful assembly, and right of petition that other citizens enjoy. As members of the academic community, they are subject to the obligations that are theirs by virtue of this membership.

The College District expects its students to conduct themselves in a manner that reflects credit upon the institution they represent. There are two basic standards of behavior required of all students:

1. They will adhere to College District policies and municipal, county, state, and federal laws; and
2. They will not interfere with or disrupt the orderly educational processes of the College District.

Students are entitled to only those immunities or privileges by law as enjoyed by other citizens. In the event any provision of this policy conflicts with the laws of the State of Texas or the United States of America, the state or federal law will prevail.

**Scholastic
Dishonesty**

Every member of the College District community is expected to maintain the highest standards of academic integrity. All work submitted for credit is expected to be the student's own work. The College District may initiate disciplinary proceedings against a student or program applicant accused of scholastic dishonesty. While specific examples are listed below, this is not an exhaustive list, and scholastic dishonesty may encompass other conduct, including any misconduct through electronic or computerized means. Scholastic dishonesty includes, but is not limited to, one or more of the following acts:

1. Cheating;
2. Collusion; and/or
3. Plagiarism.

Definitions of the scholastic dishonesty terms listed above are located in the current Student Code of Conduct.

In cases where an incident report has been filed for an alleged violation of scholastic dishonesty, the faculty member will delay posting a grade for the academic work in question until the case is final. A student found responsible for a scholastic dishonesty offense(s) will receive an appropriate disciplinary penalty or penalties from the Dean of Students Office. The student may also receive an academic penalty in the course where the scholastic dishonesty took place. The faculty member will determine the appropriate academic

penalty, which may range from a grade of zero (0) on the assignment to failing the course.

**Student Code of
Conduct Violations**

The College District may initiate disciplinary proceedings for a student or program applicant who commits an offense as provided below. This list is not exhaustive but provides examples of the types of violations that may result in discipline:

1. Committing an act of scholastic dishonesty including, but not limited to, cheating, collusion, and/or plagiarism.
2. Conducting himself or herself in a manner that interferes with or disrupts the educational environment, orderly process of the College District, or lawful rights of others.
3. Committing any offense that violates the College District's Core Values.
4. Damaging, stealing, defacing, or destroying College District property, property belonging to a third party on a College District-sponsored trip, or property belonging to a College District student, faculty or staff member, or a campus visitor.
5. Theft, sabotage, destruction, distribution, or other use of the intellectual property of the College District or third parties without permission.
6. Knowingly giving false information in response to reasonable requests from College District officials.
7. Assaulting, threatening, abusing (physically, verbally, and/or sexually), or endangering in any manner the health or safety of a person at the College District, on College District property, or at a College District-sponsored event.
8. Violating the College District Student Code of Conduct; Board policies; laws; or administrative rules, regulations, and procedures (e.g., parking, guidelines for student events, registration of meetings and activities, use of College District facilities or the time, place, and manner of public expression).
9. Failing to comply with directions of College District officials and/or police acting in the performance of their duties.
10. Failing to notify College District officials of a change in residency status or current address.
11. Being convicted of an indictable offense under either municipal, state, or federal law that occurred on College District property or at an off-campus, College District-sponsored event.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT CONDUCT

FLB
(LOCAL)

12. Attempting to, or possessing, manufacturing, delivering, distributing, selling, purchasing, using, or being under the influence of, alcoholic beverages, illegal controlled substances (as defined in the Texas Controlled Substance Act), steroids, substances referred to as “designer drugs,” and inappropriately or illegally using over-the-counter medications, prescription medications, inhalants, herbal/“natural” euphorants, and/or look-alike products (i.e., what is represented to be any of the above-listed substances) at the College District, on College District property, or while attending College District-sponsored activities on- or off-campus. [See FLBE]
13. Retaliating against another student, campus visitor, or staff or faculty member.
14. Discriminating against, harassing, committing sexual assault, committing dating violence, committing domestic violence, engaging in bullying, and/or stalking another student, campus visitor, or staff or faculty member, including, but not limited to, sexual, racial, and disability discrimination or harassment.
15. Creating an intimidating, hostile, or offensive educational environment.
16. Using, possessing, or displaying any location-restricted ~~knives, clubs, knife, club, brass~~ knuckles devices, firearm silencers, or other prohibited weapons or devices~~weapon~~, in violation of the law or College District policies and procedures, on College District property or at a College District-sponsored or -related activity, unless written authorization is granted in advance by the District President or designee. [See CHF]
17. Engaging in gang-related activity and/or organized criminal activity at any College District facility or grounds. Such actions will subject a student to disciplinary penalties, while a student involved in illegal acts may be arrested and face criminal prosecution.
18. Failing to secure, misusing, or sharing College-Wide Identification (CWID) numbers, College District email accounts, restricted course registration numbers (CRNs), or other restricted access codes or passwords.
19. Repeatedly violating College District policies, procedures, or guidelines and/or repeating less serious breaches of conduct.
20. Misusing College District technology and/or using computing systems to harass others (including, but not limited to, sending, distributing, posting, or displaying offensive or threatening material, and forging mail messages, and/or any violation of

digital copyright laws resulting in demonstrable harm to the College District's network or disruption of classroom activities. These violations may result in the suspension of College District technology resource privileges and will be addressed as a formal disciplinary matter.

21. Gambling illegally in any form, at the College District, on College District property, or at any College District-sponsored activity.
22. Engaging in the disruptive use of electronic, digital media, or telecommunication, and/or wearable devices (e.g., phones, smart watches, Fitbits, Bluetooth devices, tablets, etc.) during classes, labs, or other College District learning environments. In addition, all electronic, digital media, telecommunication, and/or wearable devices must be completely turned off (not in silent or vibrate mode) while taking examinations and prior to entering the College District's Testing Centers.
23. Failing to demonstrate respect for the privacy rights of employees, other students, and visitors, not complying with all regulations and laws regarding the protection of confidential information, and not complying with all College District regulations regarding the use of cameras and recording devices.
24. Engaging in hazing at the College District, on College District property, or at any College District-sponsored activity.
25. Smoking or using any tobacco product or other electronic smoking device (including personal vaporizers) on College District property.
26. Forging, altering, or misusing College District documents or records.
27. Unlawfully interfering with the exercise of expressive activities in common outdoor areas by others as permitted by Board policies.

Hazing

Section 51.936 of the Texas Higher Education Code and Texas Education Code Chapter 37, Subchapter F, prohibits hazing at the College District, on College District property, or while attending College District-sponsored activities on- or off-campus. [See FLBC(LEGAL)] The College District Dean of Student Office will publish or distribute a list of organizations that have been disciplined for hazing or convicted for hazing on- or off-campus during the previous three years.

Collin County Community College District Board of Trustees

2022-04-2

April 26, 2022

Resource: Christopher G. Eyle
Vice President of Facilities & Construction

AGENDA ITEM: Report Out of the Campus Facilities and Construction Committee and Consideration of Approval for the District President to Execute a Contract with Dyna-Mist Construction for Cleanup of the Wooded Area at the Technical Campus

DISCUSSION: The wooded drainage area around the Technical Campus is overgrown with vegetation and has substantial deadwood. It presents an unappealing visual that is not up to the standard of the College. This current situation prevents individuals at the Technical Campus from seeing Sam Rayburn Tollway and associated service roads. Additionally, this area is a safety concern for students and staff because of the heavy growth, limited visibility, snakes, and other pests.

This project would remove all foreign objects and trash, and cut and remove deadwood and overgrowth, which affects drainage and obstructs visuals.

Implementation of this project will begin as soon as possible. The project cost is \$195,000, including \$15,700 for owner contingency, which is budgeted and available in the Facilities and Construction budget. Dyna-Mist Construction has a contract with Allen ISD, which is available for use by the District and is compliant with the competitive procurement requirements outlined in Section 44.031 for the Texas Education Code as permitted under Section 791.011 of the Texas Government Code.

DISTRICT PRESIDENT'S RECOMMENDATION: The District President recommends that the Board of Trustees authorizes him to execute a contract with Dyna-mist Construction for cleanup of the wooded area at the Technical Campus.

SUGGESTED MOTION: "Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District authorizes the District President to execute a contract with Dyna-Mist Construction for \$195,000 for the cleanup of the wooded area at the Technical Campus."

Collin County Community College District Board of Trustees

2022-04-3

April 26, 2022

Resource: Christopher G. Eyle
Vice President of Facilities & Construction

AGENDA ITEM: Report Out of the Campus Facilities and Construction Committee and Consideration of Approval for the District President to Finalize Negotiations and Execute a Contract for the Purchase and Installation of Wind and Rain Abatement at the Technical Campus

DISCUSSION: At the Technical Campus, welding program storage and the metal arts foundry are located in an open-air space, subject to wind and rain. Slips and falls, blowing metal dust, and students operating industrial and electrical equipment in damp, wet conditions are primary safety concerns.

To address the above concerns, RWB Consulting Engineers has completed a study of the issue and has recommended a project to install metal louvers and aluminum composite panels on the open-air section of Trade Bar B. This project will allow the area to remain open-air while improving the safety of students and staff and improving the Trade Bar's operational capabilities. Additionally, this project would closely match the existing facility and campus aesthetics.

A full design is required for this project, which will last approximately three months, and cost \$40,000. The design cost is budgeted and available in the Facilities and Construction Renewal and Replacement budget. The design cost is not included in the below project cost and can be procured via existing authorities as a professional service.

After the design, formal solicitations will be issued and evaluated to determine the construction contractor. The estimated cost for this construction project is \$375,000, including \$50,000 of owner's contingency, which is budgeted from bond funds.

Delegating authority to the District President to contract for these services will expedite the work performed. The intent is to have the work complete in the spring of 2023.

**DISTRICT PRESIDENT'S
RECOMMENDATION:**

The District President recommends that the Board of Trustees authorizes him to finalize negotiations and execute a contract to purchase and install wind and rain abatement at the Technical Campus.

SUGGESTED MOTION:

"Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District authorizes the District President to finalize negotiations and execute a contract to purchase and install wind and rain abatement at the Technical Campus at a cost not to exceed \$375,000."

Collin County Community College District Board of Trustees

2022-04-4

April 26, 2022

Resource: Christopher G. Eyle
Vice President of Facilities & Construction

AGENDA ITEM: Report Out of the Campus Facilities and Construction Committee and Consideration of Approval for the District President to Finalize Negotiations and Execute a Contract for the Purchase and Installation of 15 Welding Booths and Associated Infrastructure at the Technical Campus

DISCUSSION: At the Technical Campus, since the beginning of the program in Fall 2020, the welding department's student enrollment has more than doubled, and the number of contact hours has increased every semester by over 17%. To meet this growing demand, the department requires additional welding booths.

The labor market in the DFW area is expecting a 15.8% growth over the next few years. There are over 12,000 welding professionals in the immediate area, and the demand continues to trend upwards. The geographical area has experienced increased attrition and a lack of available skilled workers during a significant growth in demand for these same skills. This has been partially attributed to the COVID-19 pandemic, with the aging workforce retiring or leaving the field due to health concerns. Adding this additional equipment will allow us to support any re-skilling efforts and replenish the workforce, providing gainful employment to students and skilled workers for the community.

Collin College's current welding facilities are scheduled seven days a week with faculty teaching double overloads due to the number of students and limited lab time. Several classes are booked in the same time slots to split the lecture time and lab time to maximize efficiency. There continues to be a very high demand for these courses. Currently, the welding program makes up approximately 17% of all contact hours at the Technical Campus.

To address the above concerns, RWB Consulting Engineers has completed a study of the issue and has recommended a project to install 15 welding booths in the open-air portion of Trade Bar B and associated infrastructure (mechanical, electrical, ventilation, etc.) By

adding this equipment, Collin College can train an additional 60 students every three semesters with classes scheduled for morning, afternoon, evening, and weekends. Students can graduate with a certificate after one semester, a Level 2 certificate after three semesters, and an AAS degree after four semesters.

A full design is required for this project which is expected to last approximately three months and cost approximately \$40,000. The design cost is budgeted and available in CARES funding. The design cost is not included in the below project cost and can be procured via existing authorities as a professional service.

After the design, formal solicitations will be issued and competitive proposals will be evaluated to determine the construction contractor. The estimated cost for this construction project is \$410,000, including \$75,000 of the owner's contingency, which is budgeted and available in the CARES funding.

Collin College will purchase the 15 welding booths and associated equipment from Lincoln Electric. The cost for the equipment is \$300,000 and is available in CARES funding.

Delegating authority to the District President to negotiate and execute a contract for these services will expedite the work to be performed. The intent is to have the work complete in the spring of 2023.

**DISTRICT PRESIDENT'S
RECOMMENDATION:**

The District President recommends that the Board of Trustees authorizes him to finalize negotiations and execute a contract to purchase and install 15 welding booths and associated infrastructure at the Technical Campus.

SUGGESTED MOTION:

"Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District authorizes the District President to finalize negotiations and execute a contract to purchase and install 15 welding booths and associated infrastructure at the Technical Campus at a cost not to exceed \$450,000 for the design and construction and \$300,000 for equipment."

Collin County Community College District Board of Trustees

2022-04-5

April 26, 2022

Resource: Christopher G. Eyle
Vice President of Facilities & Construction

DISCUSSION ITEM: Report Out of Campus Facilities and Construction Committee and Consideration of Approval for the District President to Finalize Negotiations and Execute a Contract to Replace 16 Air Handlers and Associated Infrastructure at the Plano Campus

DISCUSSION: This project will replace 16 legacy air handler units (installed in the 1980s) with new units and associated hardware to upgrade the systems to MERV-13 Filters. The CDC recommends MERV 13 Filtration. Currently, the existing units have either MERV 8 or MERV 11 Filters. This project would increase the filtration of the air for portions of the Plano Campus. This project is part of the overall Plano Campus renovation effort.

Formal solicitations were issued and evaluated to determine the contractor. Four responses were received and reviewed by the project management staff. The bid submitted by Infinity Contractors was the most responsive to the solicitation requirements and is recommended as the District's best value. The estimated cost for this project is \$7,456,380, which includes a bid amount of \$6,956,380 and \$500,000 of owner's contingency, and is budgeted and available in CARES Funds.

DISTRICT PRESIDENT'S RECOMMENDATION: The District President recommends approval of Infinity Contractors' bid of \$6,956,380 to replace the air handlers and associated infrastructure at the Plano Campus.

SUGGESTED MOTION: "Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves Infinity Contractors' bid of \$6,956,380 to replace the air handlers and associated infrastructure at the Plano Campus."

Collin County Community College District Board of Trustees

2022-04-6

April 26, 2022

Resource: Christopher G. Eyle
Vice President of Facilities & Construction

AGENDA ITEM: Report Out of the Campus Facilities and Construction Committee and Consideration of Approval of Change Order #1 for the Construction Contract with SSC Signs & Lighting for the Construction of Wayfinding Signage at the Plano Campus

DISCUSSION: The construction contract issued to SSC Signs & Lighting for the work at the Plano Campus was in the amount of \$703,085. The scope of work contained within this contract includes new monument signs and campus-wide exterior vehicular and pedestrian wayfinding signage that meets current College branding standards.

After this contract was issued to SSC Signs & Lighting, it was determined that all campus parking lots should receive updated signage that identifies each lot by number/letter and also contains the phone number of the campus police office. These updated signs are in line with the guidelines contained in the College's 2017 safety plan. The cost to add 68 parking lot signs to SSC Signs & Lighting's contract is \$86,001.

The District staff recommends a change order in the amount of \$86,001 be added to SSC Signs & Lighting's existing contract. The existing project contingency will be used to fund this change order and will not increase the project's total budget. This change order will increase SSC Signs & Lighting's contract to a total of \$789,086.

DISTRICT PRESIDENT'S RECOMMENDATION: The District President recommends approval of Change Order #1 in the amount of \$86,001, which will result in a revised contract in the amount of \$789,086 for SSC Signs & Lighting's construction at the Plano Campus.

SUGGESTED MOTION: "Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District authorizes the District President to execute pre-approved contract forms and all other documents to approve Change Order #1 in the amount of \$86,001, which will result in a revised contract amount of \$789,086 for the SSC Signs & Lighting's construction at the Plano Campus."

Collin County Community College District Board of Trustees

2022-04-7

April 26, 2022

Resources: Dr. Abe Johnson
SVP Campus Operations

AGENDA ITEM: Report Out of the Finance and Audit Committee and Consideration of Approval for the Purchase of Workday Student, Implementation Services, and Associated Applications to Improve and Streamline College Services and System Security

DISCUSSION: Implementation of Workday Student is planned to begin in spring 2022 and is anticipated to go live in spring 2024. Workday Student, when implemented, will house the academic and student enrollment operations of the College. The overall scope includes course scheduling, student recruiting, admissions, financial aid, student records, curriculum management, academic advising, student financials, software integration, and various required reports, including Texas-specific reports. The proposed scope also includes Workday implementation support through 2025.

The total cost for implementation is not to exceed \$13,200,000 and includes implementation and associated costs and contingency funds. The estimated breakdown of the total amount through the duration of the project is \$2,119,856 in FY 2022, \$6,513,922 in FY 2023, \$3,871,665 in FY 2024, and \$657,783 in FY 2025.

Workday is the primary implementation partner for this project. Workday will also provide data conversion services, reporting services, systems integration services, security services, and Texas Higher Education Coordinating Board (THECB) reporting functionality.

DISTRICT PRESIDENT'S RECOMMENDATION: The District President recommends that the Board of Trustees approves the purchase of Workday Student, implementation services, and associated applications to improve and streamline College services and system security.

SUGGESTED MOTION:

“Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves the purchase of Workday Student, implementation services, and associated applications to improve and streamline College services and system security.”

Collin County Community College District Board of Trustees

2022-04-8

April 26, 2022

Resource: Melissa Irby
Chief Financial Officer

AGENDA ITEM: Consideration of Approval of a Resolution Nominating a Candidate to Fill a Vacancy on the Collin Central Appraisal District Board of Directors

DISCUSSION: Due to the resignation of Collin Central Appraisal District Board of Directors member Earnest R. Burke, nominations are now being accepted from qualified taxing units to fill the vacancy. Ronald Carlisle, Zewge Kagnew, and Ed Standridge are the nominees to fill the vacancy.

Texas Property Tax Code Section 6.03 provides the process to fill a vacancy on the Collin Central Appraisal Board of Directors. Resolutions for nominees are due by May 23, 2022 and will be submitted to the Collin Central Appraisal District Board for review and action by April 29, 2022. Taxing entities will receive notification of the new member selected to serve on the Board of Directors.

Nominations to fill the vacancy must be made in an open meeting, and a written resolution from the presiding office of the governing board must be delivered to the chief appraiser. The resolution must include the name and address of the nominee.

To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

DISTRICT PRESIDENT'S RECOMMENDATION The District President recommends that the attached resolution with the nominee to fill the vacancy on the Collin Central Appraisal District Board of Directors be approved.

SUGGESTED MOTION: "Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves the resolution nominating _____ to fill the vacancy on the Collin Central Appraisal District Board of Directors."

**Resolution of Nomination to Fill Vacancy
on the Collin Central Appraisal District Board of Directors**

WHEREAS, in accordance with Texas Property Tax Code, Section 6.03, the Collin County Appraisal District's six directors are to be appointed by the taxing units that participate in the District, AND

WHEREAS, each taxing unit may nominate one to six board candidates, AND

WHEREAS, Texas Property Tax Code, Section 6.03 requires that each taxing unit entitled to vote may nominate by Resolution one candidate or nominee to fill the vacancy and submit those nominations to the Chief Appraiser of the Collin Central Appraisal District by May 23, 2022.

NOW THEREFORE BE IT RESOLVED, that at its meeting of April 26, 2022, Agenda Item 2022-04-8, the Board of Trustees of Collin County Community College District approved the following nomination for the vacancy on the Collin Central Appraisal District's Board of Directors as authorized under Section 6.03 of the Texas Property Tax Code:

Candidate's Name: _____

Address: _____

Passed and Approved:

Andrew P. Hardin
Chairman, Board of Trustees of
Collin County Community College District

Date

Collin County Community College District Board of Trustees

2022-04-9

April 26, 2022

Resource: Melissa Irby
Chief Financial Officer

- AGENDA ITEM:** Consideration of Approval of the Bid Report for April 26, 2022
- DISCUSSION:** The Bid Report for April 26, 2022:

2 New Solicitations
3 Contract Revisions
- DISTRICT PRESIDENT'S RECOMMENDATION:** The District President recommends approval of the Bid Report for April 26, 2022 as presented.
- SUGGESTED MOTION:** "Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves the Bid Report for April 26, 2022 as presented."

NEW SOLICITATIONS

Purchase Request #1 – pg. 103 HVAC Maintenance and Repair Services	\$ 450,000
Purchase Request #2 – pg. 104 Starbucks Branded Solutions' Products and Equipment	150,000
TOTAL OF NEW SOLICITATIONS	\$ <u>600,000</u>

CONTRACT REVISIONS

Purchase Request #3 – pg. 105 Simulation Manikins, Software, and Extended Warranties	150,000
Purchase Request #4 – pg. 106 Plumbing Inspection, Maintenance, and Repair Services	80,000
Purchase Request #5 – pg. 107 All College Day Venue	135,000
TOTAL OF CONTRACT REVISIONS	\$ <u>365,000</u>
GRAND TOTAL	\$ <u><u>965,000</u></u>

ADMINISTRATION RECOMMENDATION/REPORT

The District President recommends the Board of Trustees approves a contract to purchase HVAC maintenance and repair services from 4-L Engineering Company, Inc. and Denali Services for the District Facility Plant Operations Department.

BACKGROUND

This contract is for repairing heating, ventilation, and air conditioning systems and provides all labor, equipment, and supplies needed to perform preventative maintenance for District facilities. This includes chillers, boilers, cooling towers, pumps, fans, and motors.

Request for Proposal (RFP) Number 4499 was issued to procure HVAC maintenance and repair services. Five responses were received and evaluated by a District Facility Plant Operations Managers team. Based upon evaluation scores, the proposals submitted by 4-L Engineering Company, Inc. and Denali Services are being recommended as the best value to the District.

IMPACT OF THIS ACTION

HVAC equipment in District facilities provides thermal comfort and acceptable indoor air quality. Regular maintenance and repair ensure that building comfort levels are maintained and provide better air quality within the buildings.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

This purchasing request is for spend authorization of \$450,000 for three years, which is budgeted in the District Facility Plant Operations Departments' FY22 operating budget and subsequent years' budgets, subject to Board approval.

MONITORING AND REPORTING TIMELINE

The contract term will be three years beginning April 27, 2022, through April 30, 2025.

RESOURCE PERSONNEL

Melissa Irby, Chief Financial Officer
972-758-3831

ADMINISTRATION RECOMMENDATION/REPORT

The District President recommends the Board of Trustees approves the purchase of Starbucks Branded Solutions' Products and Equipment from Nestle USA, Inc. for the Food Services Department.

BACKGROUND

The products and equipment purchased through this contract consist of coffee, food items, paper goods, and equipment support for the cafes located at each campus.

Contract Number SCON-100072 was issued to track the volume of spend for Starbucks Branded Solutions' Products and Equipment. Nestle USA, Inc. is a sole source provider of Starbucks Branded Solutions' Products and Equipment and is exempt from competitive bidding per Section 44.031 of the Texas Education Code.

IMPACT OF THIS ACTION

The Food Services Department has been utilizing the Starbucks Branded Solutions' Products and Equipment but has previously been under the threshold requiring Board approval. Additional funds will be spent this year providing products and equipment needed to open two new cafes on the McKinney and Frisco campuses.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

This purchasing request is for spend authorization of an additional \$150,000, which is budgeted in the Food Services Department's FY22 operating budget.

MONITORING AND REPORTING TIMELINE

The contract term is September 1, 2021, through August 31, 2022.

RESOURCE PERSONNEL

Melissa Irby, Chief Financial Officer
972-758-3831

ADMINISTRATION RECOMMENDATION/REPORT

The District President recommends the Board of Trustees approves the expenditure of additional funds for the simulation manikins, software, and extended warranties from CAE Healthcare for the nursing program.

BACKGROUND

The nursing hospital labs currently utilize interactive CAE Juno patient simulation manikins in most of their labs. The nursing program requests to purchase additional CAE Juno manikins to replace static manikins in Lab 3.

Reference Number SCON-100025 was issued to track the contract spend for simulation manikins, software, and extended warranties. CAE is a sole source provider of Juno patient simulation manikins, software, and extended warranties and is exempt from competitive bidding per Section 44.031 of the Texas Education Code.

IMPACT OF THIS ACTION

CAE Juno manikins are wireless and tetherless, utilizing the CAE Maestro platform. These manikins provide a realistic, life-like experience for our nursing students to assess and treat in an environment conducive to learning. The Juno manikins will allow our students to practice skills and procedures with simulated clinical experiences and provide the same simulated learning experiences in all labs.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The Board has approved a total spend authorization of \$500,000. This purchasing request is for spend authorization for an additional \$150,000. The purchase will be funded through a Texas Higher Education Coordinating Board grant awarded through the Professional Nursing Shortage Reduction Program.

MONITORING AND REPORTING TIMELINE

The contract term is April 27, 2022, through August 31, 2022.

RESOURCE PERSONNEL

Dr. Abe Johnson, SVP Campus Operations
972-985-3760

ADMINISTRATION RECOMMENDATION/REPORT

The District President recommends the Board of Trustees approves the expenditure of additional funds to purchase plumbing inspection, maintenance, and repair services from Amundson Plumbing LLC and Classic Plumbing LTD for the District.

BACKGROUND

The District utilizes licensed outsourced contractors for repair, maintenance, and required inspection services for plumbing systems throughout the District to supplement work performed by District staff. The original contract amount was based on the estimated campus needs and historical usage throughout the District. Recently, the chilled water expansion tank had to be replaced at the Plano Campus, which was an unforeseen emergency that, if not repaired, would cause the entire cooling system at the campus to be non-operational. This project was over \$80,000, significantly reducing the spend authorization available for other work needed.

An Invitation To Bid, Number 4237, was issued to procure plumbing inspection, maintenance, and repair services for the District.

IMPACT OF THIS ACTION

The approval of additional funds for the outsourced plumbing contractor will allow the District to maintain and ensure the necessary operation of all plumbing systems as required by state and local regulations and codes through the remaining months of the contract.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The Board has approved a total spend authorization of \$425,000. This purchasing request is for spend authorization for an additional \$80,000, which is budgeted in the District Facility Plant Operations Department's FY22 operating budget.

MONITORING AND REPORTING TIMELINE

The contract term is July 28, 2019, through July 31, 2022.

RESOURCE PERSONNEL

Melissa Irby, Chief Financial Officer
972-758-3831

ADMINISTRATION RECOMMENDATION/REPORT

The District President recommends the Board of Trustees approves the expenditure of budgeted funds for the August 2022 All College Day meeting at The Star in Frisco, Texas.

BACKGROUND

Collin College conducts an annual meeting where all college employees are invited to participate. As the college continues to expand its footprint, we have outgrown the capacity of any internal college conference facilities and most of the venues in Collin County that can meet our needs. In previous years, we met at the Plano Event Center, but in August 2019, we were at maximum capacity. The Star in Frisco is available on the planned date and can meet our needs. The original contract covered the 2020 and 2021 All College Day meetings. Due to COVID-19, the 2020 and 2021 All College Day meetings were cancelled and the contract was amended to cover the 2022 All College Day meeting.

IMPACT OF THIS ACTION

The approval of funds will allow the college to continue hosting the All College Day event that provides an opportunity to celebrate college-wide awards, including the R.O.S.E. Award and Faculty of the Year Awards, and communicate to the entire college community about activities and plans for the upcoming year.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The Board originally approved a total spend authorization of \$210,000 for FY 2020 and FY 2021 with \$49,969 spent. This purchasing request is for spend authorization for \$135,000, which is budgeted in the Chief of Staff's FY 2022 operating budget.

MONITORING AND REPORTING TIMELINE

The contract term is December 20, 2020 through September 12, 2022.

RESOURCE PERSONNEL

Kim Davison, Chief of Staff
972-985-3781

Attachment: Amended Agreement

AMENDMENT NUMBER 1
to the
PRIVATE CATERED EVENT USE AGREEMENT

among

Collin County Community College,

BLUE STAR FRISCO EVENTS, L.P., and LEGENDS HOSPITALITY, LLC

THIS AMENDMENT NUMBER 1 TO THE PRIVATE CATERED EVENT USE AGREEMENT (“**Amendment**”) is entered into as of the last date written below (the “**Effective Date**”), by and among Blue Star Frisco Events, L.P., hereinafter referred to as “**Blue Star**”, Legends Hospitality, LLC, hereinafter referred to as “**Legends**” and Collin County Community College, hereinafter referred to as “**Client**”. Blue Star and Legends may be collectively referred to as “**Operator**”. Operator and Client may be referred to individually as “**Party**” and collectively as the “**Parties**”.

WHEREAS, Operator and Client entered into that certain Private Catered Event Use Agreement effective December 20, 2019 memorializing the terms and conditions surrounding the Client’s two Events originally scheduled to be held on August 14, 2020 and August 13, 2021 (the “**Agreement**”);

WHEREAS, Operator and Client now wish to amend the Agreement by entering into this Amendment;

WHEREAS, any terms not defined in this Amendment shall have the same meanings ascribed thereto in the Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Operator and Client hereby agree to amend the Agreement as of the Effective Date. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

I. RECITALS, DEFINITIONS AND EXHIBITS. The Recitals set forth above, the definitions herein this Amendment and the Exhibits attached hereto (if any) are true and correct and incorporated by reference and made a part of the Agreement for all purposes.

II. Section 1 “GRANT OF RIGHTS AND TERM OF AGREEMENT”, Subsection 1.2 “Term” is hereby amended by deleting the first sentence in its entirety and replacing it with the following:

“This Agreement shall commence on the Effective Date and shall continue until thirty (30) days following the date of the second Event, August 12, 2022 as stated in Section 2.1, which is September 12, 2022, or such longer period of time until all of Client’s obligations herein have been fulfilled, subject to earlier termination in accordance with the terms hereof (the “**Term**”).”

III. Section 2 “AREAS, DATES AND HOURS OF USE, DEPOSITS AND FEES”, Subsection 2.1 “Authorized Areas”, of the Agreement, is hereby amended by deleting the table in its entirety and replacing with the following:

Date	Start Time	End Time	Function	Event Space	Building Name	Client Setup	Guest Count
8/12/21	6:00pm	10:00pm	Setup	Indoor Field	The Star	TBD	1,500
8/13/21	8:00am	1:00pm	Event	Indoor Field	The Star	TBD	1,500
8/11/22	6:00 PM	10:00 PM	Setup	Indoor Field	The Star	TBD	1,500
8/12/22	8:00 AM	1:00pm	Event	Indoor Field	The Star	TBD	1,500

IV. Section 2 “AREAS, DATES AND HOURS OF USE, DEPOSITS AND FEES”, Subsection 2.2 “Fees and Additional Expenses”, of the Agreement, is hereby amended by deleting the table in its entirety and replacing with the following:

Payment Type	Due Date	Amount Due
Non-refundable Deposit	Upon Signing	\$49,969.27 (Paid on 1.8.2020)
Remaining Balance	08/04/2021	See Exhibit B
Non-refundable Deposit	12/13/2021	See Exhibit B
Remaining Balance	08/05/2022	See Exhibit B

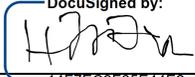
V. Miscellaneous. Except as expressly modified by this Amendment, all other provisions of the Agreement (i) shall remain in full force and effect, (ii) are incorporated herein by reference and (iii) will govern this Amendment; it being understood that, in the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will take precedence solely with respect to the term in conflict. For the convenience of the Parties, this Amendment may be executed in any number of counterparts, including by facsimile or portable document format (i.e., .PDF), each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The execution of a counterpart of the signature page of this Amendment shall be deemed to be the execution of a counterpart of this Amendment. The persons signing below represent, warrant, and covenant that he/she is duly authorized to execute this Amendment for and on behalf of the party for which he/she is signing.

(one signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

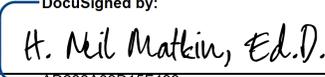
LEGENDS:

LEGENDS HOSPITALITY, LLC

BY: 
DocuSigned by:
14F7EC3F65E44E2...
TITTLE: General Manager
DATE: 8/3/2020

CLIENT:

COLLIN COUNTY COMMUNITY COLLEGE

BY: 
DocuSigned by:
AD288A09D15F493...
TITTLE: District President
DATE: 7/29/2020

ACKNOWLEDGEMENT AND CONSENT: *Blue Star offers its consent and acknowledges and agrees only to the terms, conditions and limited obligations of Blue Star contained herein this Amendment and as further provided under the Management Agreement.*

BLUE STAR:

BLUE STAR FRISCO EVENTS, L.P.

By: Blue Star Investments, Inc., its general partner
BY: 
DocuSigned by:
78155990778347B...
TITTLE: EVP
DATE: 8/3/2020



THE STAR

***Collin College - All College Day**
Proforma Invoice

Invoice Date: 04/14/2022
Order Nbrs: 35941, 35942, 36732

Tax Exempt: No

To: Collin College - CHEC
3452 Spur 399
McKinney, TX 75069

Attention: Carol Harber

Function Date	Function Times	Function Name	Location
Thu, Aug 11, 2022	06:00 PM - 10:00 PM	Booking Function	
Fri, Aug 12, 2022	12:00 AM - 02:30 PM	Collin College - All College Day	
Fri, Aug 12, 2022	12:00 AM - 02:30 PM	Collin College - All College Day	

Food and Beverage Minimum: \$30,000.00

Facility Usage

Quantity	Description	Unit Charge	Extended Charge
1.00	Field - Ford	15,000.00	15,000.00

Food

Quantity	Description	Unit Charge	Extended Charge
1,500.00	Texas Sunrise Breakfast Buffet	35.00	52,500.00

Labor

Quantity	Description	Unit Charge	Extended Charge
1.00	Overnight Security	700.00	10,150.00
1.00	Technical Director	650.00	650.00

Other Charges

Quantity	Description	Unit Charge	Extended Charge
1.00	Event Day Certificate of Insurance	350.00	350.00
1.00	Ambulance/Paramedic	550.00	550.00

Rental

Quantity	Description	Unit Charge	Extended Charge
1.00	45 6' Rectangle Tables for Silent Auction - 2022	3,346.11	3,346.11
1.00	Media West Quote	16,197.00	16,197.00
1.00	Additional Rentals - Event Lounge	8,823.46	8,823.46



THE STAR

Stadium A/V

<u>Quantity</u>	<u>Description</u>	<u>Unit Charge</u>	<u>Extended Charge</u>
1.00	StarVision Rental Per Screen (Indoor/Outdoor) 4 hours	2,024.00	2,024.00
1.00	Image Package	3,500.00	3,500.00
1.00	Private Wifi - Tier 2 - Email/ Web / Light Video Calls (Includes SSID Config.	4,025.00	4,025.00
		Total Services:	\$117,115.57
		F & B Service Charge, 52,500.00 @ 24.0000%	12,600.00
			0.00
		Total Charges:	\$129,715.57
		Total Amount Due:	\$129,715.57

Please Remit To: Legends Hospitality, LLC
 One Cowboys Way
 Frisco, TX 75034
 Attn: Katie West
 kwest01@legends.net

Signed: _____ Date: _____ Approved: _____ Date: _____

INFORMATION REPORTS

- Personnel Report for April 2022 pg. 114
- Revenues and Expenses as of March 31, 2022 pg. 117
- Monthly Investment Report as of March 31, 2022 pg. 118
- AECOM Report as of March 2022 pg. 140
- SkillsUSA Pilot pg. 163
- Mental Health Awareness Month pg. 164

Collin County Community College District Board of Trustees

Personnel Report for April 26, 2022

Administrative Appointments

Name	Start Date	Title	Department	Reason
Rebecca Acuna	04/18/22	N: Director, HR Employment O: Manager HR/Employment	N: Human Resources O: Human Resources	New position
Amy Wilson	03/28/22	N: Director, Nursing Program O: Professor, Nursing	N: Nursing O: Academic Affairs	Replacement Jennifer Matranga

Staff Appointments

Name	Start Date	Title	Department	Reason
Alexander Bourque	03/28/22	Tutor, Writing Center	Academic Affairs	New position
Benny Davis	03/21/22	Technology Specialist	Technology Services	Replacement Emery McArtor
Rick Hall	03/29/22	Lab Technician, Automotive Technology	Academic Affairs	Replacement Eric Ables
Paul Kovach	03/21/22	Collin Police Officer	Police	Replacement Hyum Kim
Alexandra Mintle	03/21/22	Assistant to the Associate Provost, Instruction	Academic Affairs	Replacement Diana Kollman
Sandy Perez	03/28/22	Information Center Assistant	Information Center	Replacement Liza Campbell
Sandra Scheidegger	03/21/22	Director, DOL FLEXTech Grant and Employer Outreach	Grants and Contracts	Replacement Jakin Vela
Bruce Waldo	03/21/22	Collin Police Officer	Police	Replacement Kenny Lopez
Mikah Ward	03/18/22	Lab Assistant, Culinary Arts	Academic Affairs	Replacement Aamina Masood

Promotions and Changes

Name	Start Date	Title	Department	Reason
Tammie Devoe	03/21/22	N: Academic Advisor O: Administrative Assistant	N: Admissions and Advising O: Student and Enrollment Services	Replacement Jessica Loera
Joseph Elvin	02/08/22	N: Interim Manager, Food Services O: Supervisor, Food Services	N: Food Services O: Food Services	Replacement Ron Thompson

Name	Start Date	Title	Department	Reason
Colin Helm	03/07/22	N: Campus Technology Manager O: Technology Specialist	N: Technology Services O: Technology Services	Replacement Kevin Dippel
Holly Holloway	03/23/22	N: Assistant to the Dean, Academic Affairs/ Workforce O: Administrative Assistant	N: Academic Affairs O: Academic Affairs	Replacement Shelly Marchbanks
Deborah Ingoldby	04/01/22	N: Human Resources Coordinator, Professional Development O: Human Resources Specialist, Employment	N: Human Resources O: Human Resources	New position
Jennifer Matranga	03/01/22	N: Professor, Nursing O: Director, Nursing Program	N: Academic Affairs O: Nursing	Change in Responsibilities
Katherine Mackenzie	04/01/22	N: Student Enrollment Specialist O: Information Center Assistant	N: Student Enrollment Services O: Information Center	Replacement Marty Cislo
Zane Ochoa	02/21/22	N: Data Coordinator, DOL FLEXTech Grant Program O: Technical Coordinator, Student and Enrollment Services	N: Grants and Contracts O: Student and Enrollment Services	New position
Vafa Tebyanian	03/21/22	N: Full-Stack Developer O: Associate Full-Stack Developer	N: Technology Services O: Technology Services	Replacement Mohammed Feroz

Resignations and Separations

Name	Last Day	Service	Title	Department	Reason
Nicholas Ashlock	03/27/22	1	Technology Specialist	Technology Services	Resignation
Madiha Ashraf	03/03/22	<1	College and Career Counselor	Dual Credit	Separation
James Barko	04/29/22	11	Dean, Student and Enrollment Services	Student and Enrollment Services	Retirement
Rodney Boyd	05/13/22	31	Professor, Humanities	Academic Affairs	Retirement
Pamela Dutro	03/14/22	6	Reference Librarian	Library	Resignation
Sara Graham	03/28/22	<1	Advisor	Admissions and Advising	Resignation
Pierce Hunt	04/01/22	3	Makerspace Assistant	Library	Resignation
Melissa Moses	04/01/22	5	Administrative Assistant	Academic Affairs	Resignation

Name	Last Day	Service	Title	Department	Reason
Beenah Moshay	04/27/22	4	Director, Effectiveness Analytics	Institutional Research	Resignation
April Murrell	03/30/22	3	Accounts Payable Associate	Financial Services	Resignation
Krystal Pierce	04/01/22	7	College and Career Counselor	Student Services	Resignation
Larry Robertson	04/21/22	5	Director, HR/Benefits Compensation and HRIS	Human Resources	Resignation
Alessandra Sealander	04/22/22	1	Lab Assistant, Geology	Academic Affairs	Resignation
Christy Tabors	03/29/22	1	Branch Manager and Senior Librarian	Library	Resignation
Cherie Thomas	03/18/22	1	Accounts Receivable Associate	Financial Services	Resignation
Cade Trosper	03/02/22	<1	Facility Operations Assistant	Physical Plant Support Services	Resignation
Ronald Woodson	03/22/22	<1	Operator and Maintenance HVAC Technician	Physical Plant Support Services	Separation

Collin College
Statement of Revenues and Expenses
For the Period Ending
March 31, 2022

	Year-To-Date Actuals (58% Elapsed)										
	Budget All Funds Excluding Grant and Bond Funds	FD100-FD125 Unrestricted (Includes Innovation, SAFAC)	FD130 Debt Stabilization	FD210-FD215 Cost Share (Matching)-TPEG	FD300 Auxiliary	FD500 Building	FD700 Debt Service	FD900 Investment in Plant	Total All Funds Excluding Grant and Bond Funds		% Actual to Budget
Revenues											
Tuition & Fees (Net of Scholarship Allowances)	\$ 39,833,497	\$ 36,925,845	\$ -	\$ 1,650,929	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,576,774	97%
Federal grants and contracts (Indirect Cost)	777,810	782,829	-	-	-	-	-	-	-	782,829	101%
Sales and services of educational enterprises	780,800	282,300	-	-	-	-	-	-	-	282,300	36%
Auxiliary enterprises	4,429,332	-	-	-	2,823,052	-	-	-	-	2,823,052	64%
Other Operating Revenue	100,000	479,425	-	-	10,263	-	-	-	-	489,688	490%
Total operating revenues	\$ 45,921,439	\$ 38,470,399	\$ -	\$ 1,650,929	\$ 2,833,315	\$ -	\$ -	\$ -	\$ -	\$ 42,954,643	94%
Expenses											
Operating expenses:											
Instruction	102,432,956	\$ 56,511,076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,511,076	55%
Public service	120,742	63,978	-	28,496	-	-	-	-	-	92,474	77%
Academic support	32,128,179	16,667,220	23	-	-	-	-	-	-	16,667,243	52%
Student services	25,053,732	10,559,756	-	39,009	-	-	-	-	-	10,598,765	42%
Institutional support	43,584,293	25,407,293	-	4,830	-	-	-	-	-	25,412,123	58%
Operation and maintenance of plant	27,735,097	12,807,775	-	-	-	-	-	-	-	12,807,775	46%
Scholarship Allowances/Scholarships (TPEG)	(11,887,300)	(7,000,000)	-	1,669,280	-	-	-	-	-	(5,330,720)	451%
Auxiliary enterprises	5,176,957	-	-	-	2,801,946	-	-	-	-	2,801,946	54%
Depreciation	20,509,400	-	-	-	-	-	-	12,613,895	-	12,613,895	62%
Total operating expenses	\$ 244,854,056	\$ 115,017,098	\$ 23	\$ 1,741,615	\$ 2,801,946	\$ -	\$ -	\$ 12,613,895	\$ -	\$ 132,174,577	54%
Operating income (loss)	\$ (198,932,617)	\$ (76,546,699)	\$ (23)	\$ (90,686)	\$ 31,369	\$ -	\$ -	\$ (12,613,895)	\$ (89,219,935)	45%	
Non-operating revenues (expenses):											
State appropriations	\$ 44,609,466	\$ 23,419,877	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,419,877	52%
Ad Valorem Taxes	134,490,036	128,597,815	-	-	-	-	3,470,419	-	-	132,068,234	98%
Federal grants & contracts	94,774	21,435	-	-	-	-	-	-	-	21,435	23%
Gifts	11,150	11,150	-	-	-	-	-	-	-	11,150	100%
Investment income	874,000	(398,111)	26,545	509	-	(846,241)	34,232	-	-	(1,183,066)	-135%
Interest on capital related debt	(22,069,156)	-	-	-	-	-	(12,873,674)	-	-	(12,873,674)	58%
Other non-operating revenues	200,000	-	-	-	-	-	-	-	-	-	0%
Other non-operating expenses	-	(2,800)	-	-	-	-	-	-	-	(2,800)	0%
Net non-operating revenues (expenses)	\$ 158,210,270	\$ 151,649,366	\$ 26,545	\$ 509	\$ -	\$ (846,241)	\$ (9,369,023)	\$ -	\$ -	\$ 141,461,156	89%
Other Changes											
Transfers	\$ (16,111,413)	\$ (25,866,210)	\$ (19,337,500)	\$ -	\$ (152,824)	\$ 6,000,000	\$ 39,356,534	\$ -	\$ -	\$ -	0%
Reserves	(15,771,010)	-	-	-	-	-	-	-	-	-	0%
Total Other Changes	\$ (31,882,423)	\$ (25,866,210)	\$ (19,337,500)	\$ -	\$ (152,824)	\$ 6,000,000	\$ 39,356,534	\$ -	\$ -	\$ -	0%
Increase (decrease) in net position	\$ (72,604,770)	\$ 49,236,457	\$ (19,310,978)	\$ (90,177)	\$ (121,455)	\$ 5,153,759	\$ 29,987,511	\$ (12,613,895)	\$ 52,241,221	-72%	



MONTHLY INVESTMENT REPORT

Collin County College

MARCH 31, 2022

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MEEDER

PUBLIC FUNDS
PATTERSON GROUP

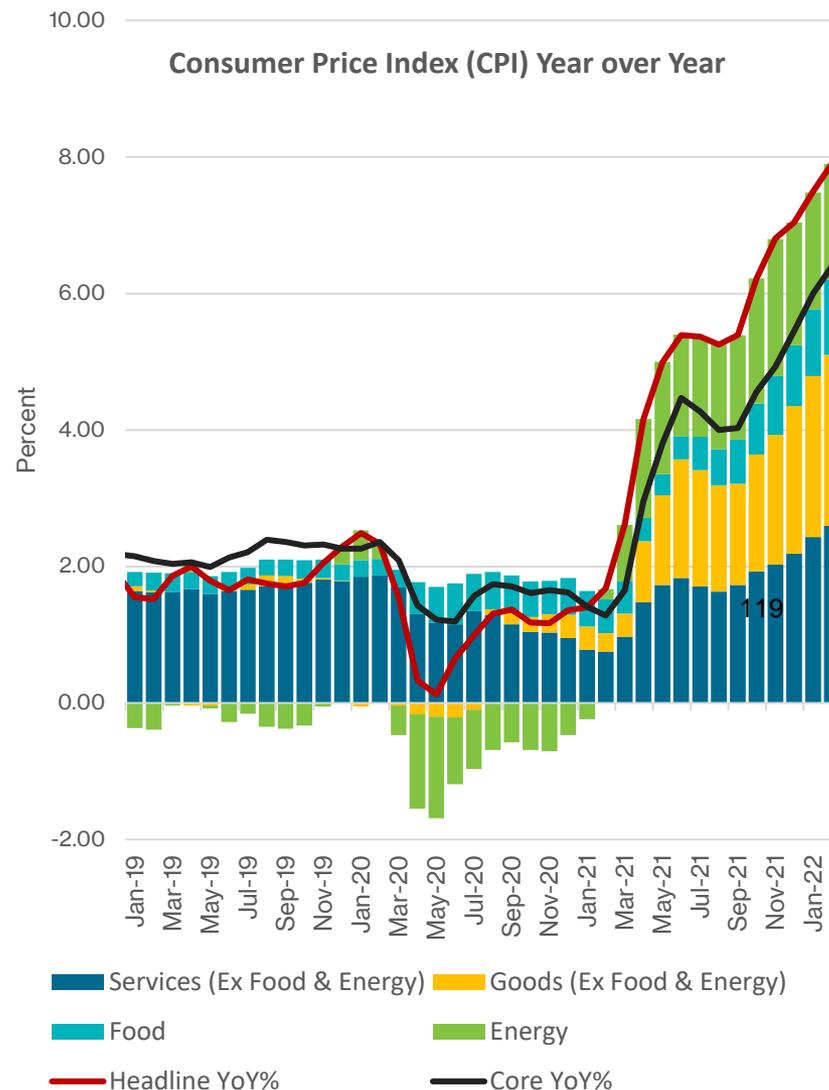
The Fed Steps In

After raising overnight rates in March for the first time in 3 years the Fed has outlined a plan for aggressive ongoing rate increases (perhaps 6 in 2022). This is in response to runaway inflation. The Fed recognizes the potential of high and fast hikes to control inflation may also deliberately undermine the economy, but they appear that they may move to do so regardless. Most central banks agree.

The persistent price pressures from supply chains and fiscal stimulus have created a solid upward trajectory in costs. The ideal scenario would be for the Fed to raise rates enough to slow demand and guide inflation lower without forcing the economy into recession. Such a soft landing has been historically difficult, if not impossible. The Fed intends to take measured steps knowing increases can take 4 quarters to impact the economy.

The markets are way ahead of the Fed. There is a dichotomy between the two because the markets are pummeled by immense and immediate cross-currents and all those result in major volatility. The fear now is that the curve has been moving to inversion which historically has been a precursor of recessions. However, as some prominent economists have noted it may be different this time given the distortion of the markets due primarily to extreme monetary policy manipulation.

Even an inverted curve will clearly not stop the Fed. So much of the controlling factors now are out of anyone's control. The Fed will focus on its primary objective to reduce inflation.



SOURCE: BLOOMBERG 3/31/2022

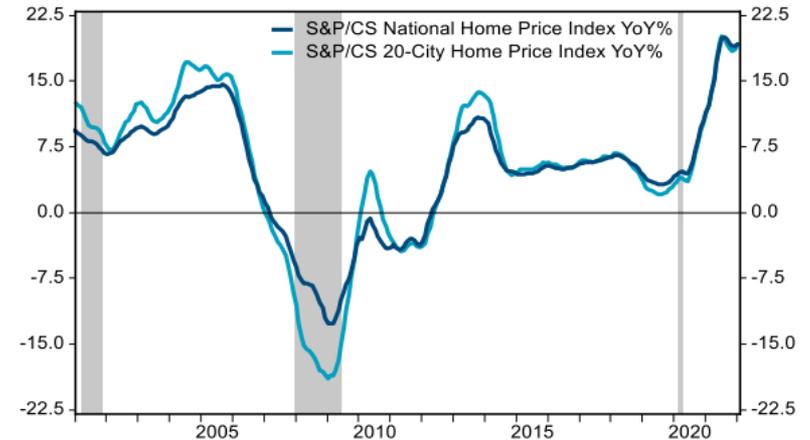
Cross Currents: Fire and Ice

The global economy is reflecting a fragile balance where inflation has become 'too hot' and growth could become 'too cold.'

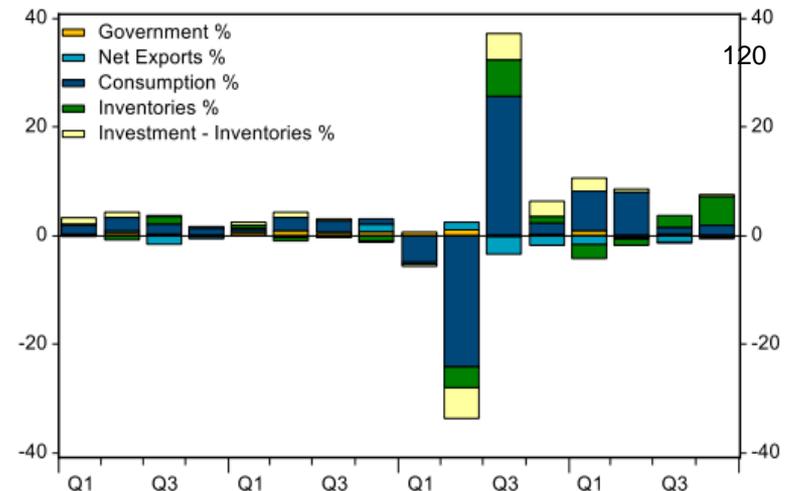
On the inflation side, every scenario is clouded by factors driving inflation steadily up. Russia's invasion of Ukraine, the global sanctions applied and resulting massive gyrations in commodity markets and Covid cast a thick layer of uncertainty. Russia accounts for only 1.5% of global trade but has a large footprint in energy and non-energy commodities. (Oil hit \$130 a barrel in March.) Ukraine is a large producer of grain (which US growers cannot make up in one season) but it is also an important supplier for Europe's auto industry and materials for chips. Shortages in such raw materials have outsized impact on prices. Now China is closing its doors again on a new Covid resurgence.

US growth remains strong. The growth is supported by post-pandemic economic re-openings and solid pent-up demand as well as increased salaries aimed at luring employees back to work. US growth is solid with consumer consumption strong as well as consumer sentiment and confidence.

Inflation may begin to decline as supply chains re-open and jobs are filled, but extended supply chain woes with tighter financial conditions could lower confidence for both business and the consumer. If so, that will begin to slow growth.



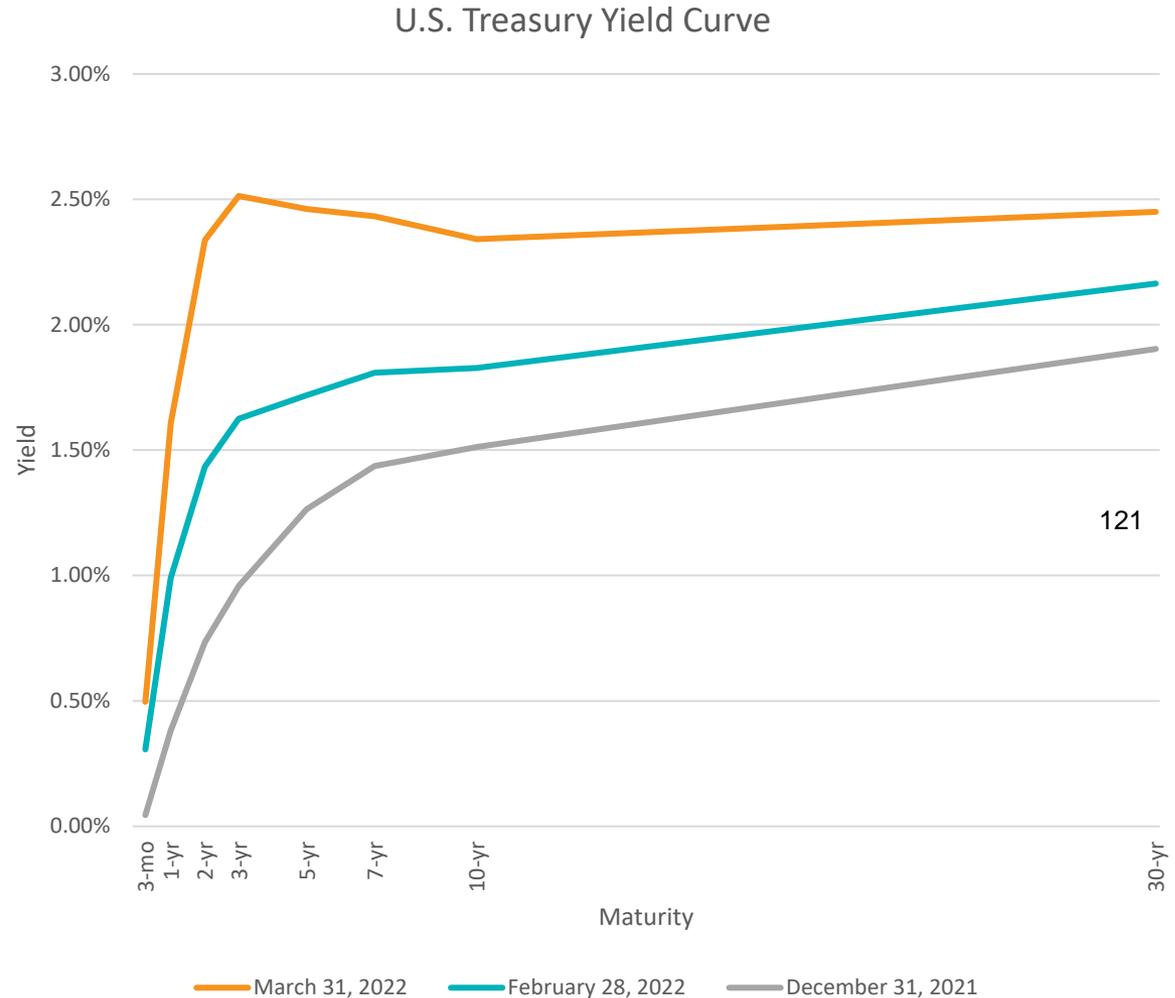
Source: Standard & Poor's/Haver Analytics



Source: Bureau of Economic Analysis/Haver Analytics

Fed Moves Foretell More Curve Changes

- The Federal Reserve’s increase in the overnight rate in March has finally moved the curve off zero.
- The Fed’s *hawkish* tone has the market and some Fed Governors calling for six or more hikes this year. That will bring the short end up to meet the long end.
- The market had already moved in anticipation of the Fed hike rising in the *belly of the curve*.
- As the short end rises on Fed m moves it produces a flatter curve while cross currents at the long end have brought on-and-off inversions.

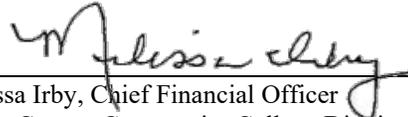


Collin County Community College District
 Monthly Investment Report
 March 1, 2022 – March 31, 2022

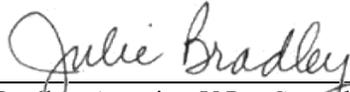
Portfolio Summary Management Report

<u>Portfolio as of 02/28/22:</u>		<u>Portfolio as of 03/31/22:</u>	
Beginning Book Value	\$ 501,121,710	Ending Book Value	\$ 471,237,712
Beginning Market Value	\$ 501,266,492	Ending Market Value	\$ 469,772,964
		Unrealized Gain/Loss	\$ (1,464,748)
WAM at Beginning Period Date ¹	78 days	WAM at Ending Period Date ¹	76 days
<i>(Decrease in market value is due to seasonal cash outflows)</i>		Change in Market Value ²	\$ (31,493,528)
Average Yield to Maturity for period		0.199%	
Average Yield 3 Month Treasury Bill for period		0.450%	

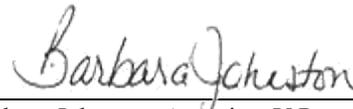
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 Melissa Irby, Chief Financial Officer
 Collin County Community College District



 Julie Bradley, Associate V.P. - Controller
 Collin County Community College District



 Barbara Johnston, Associate V.P.
 Collin County Community College District

 1 WAM – weighted average maturity

2 “Change in Market Value” is required data, but will primarily reflect the receipt and expenditure of the District’s funds from month to month.
Patterson & Associates has assisted in the preparation of this consolidated investment report, with additional input provided by CCCCDCD.

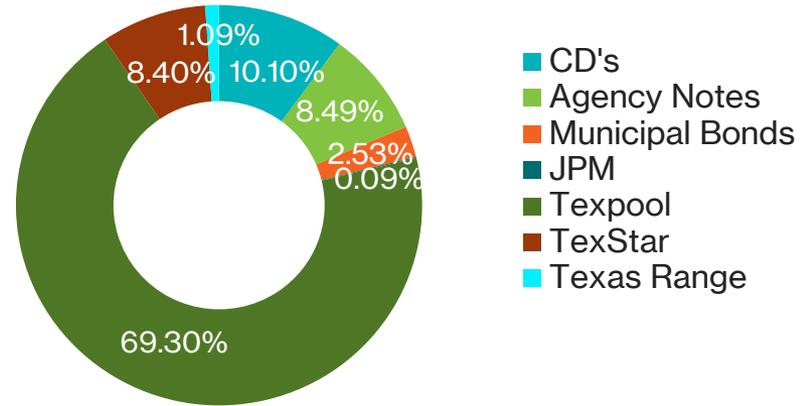
Your Portfolio

Your Portfolio Statistics

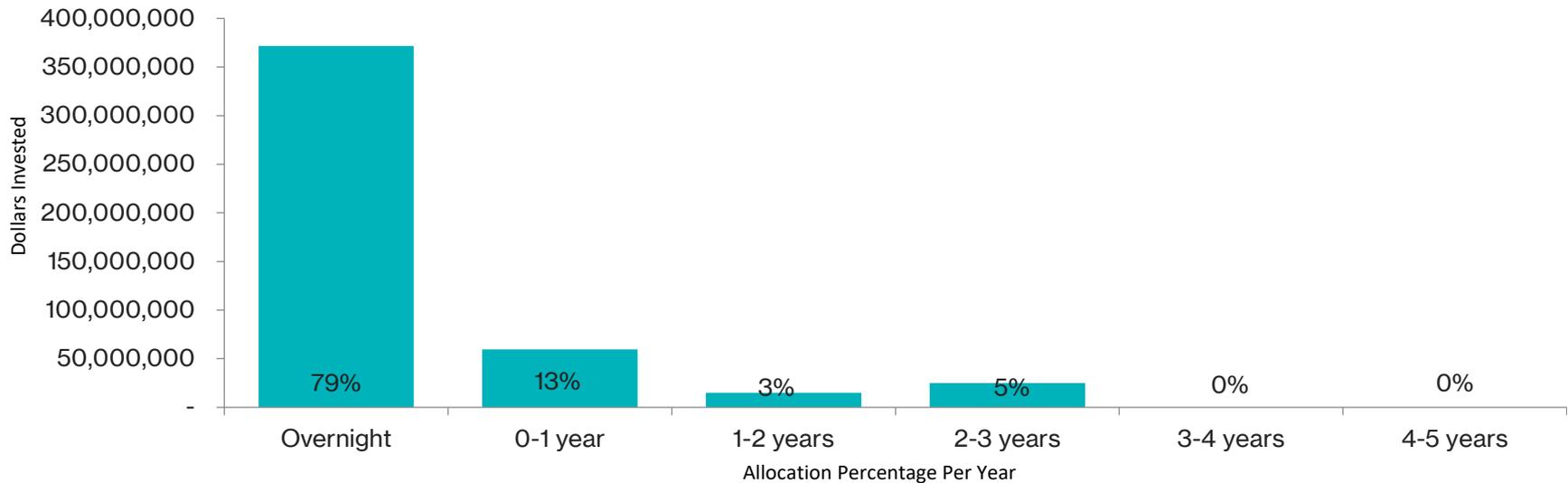
Weighted Average Maturity 0.21 years

Weighted Average Yield (All Funds) 0.199%

Your Asset Allocation



Your Maturity Distribution



**Collin Co Comm College Dist.
Portfolio Management
Portfolio Summary
March 31, 2022**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Federal Agency Coupon Securities	40,000,000.00	38,541,850.85	40,000,000.00	8.49	1,093	774	0.478
Municipal Bonds	11,865,000.00	11,904,763.20	11,911,362.05	2.53	849	187	1.211
TexStar	39,583,783.20	39,583,783.20	39,583,783.20	8.40	1	1	0.107
Texpool	326,579,180.18	326,579,180.18	326,579,180.18	69.30	1	1	0.154
JPMorgan Chase	424,145.30	424,145.30	424,145.30	0.09	1	1	0.000
CD's - Interest Monthly/Quarterly	47,608,773.14	47,608,773.14	47,608,773.14	10.10	365	49	0.110
Texas Range	5,130,468.02	5,130,468.02	5,130,468.02	1.09	1	1	0.140
	471,191,349.84	469,772,963.89	471,237,711.89	100.00%	152	76	0.199

Total Earnings	March 31	Month Ending	Fiscal Year To Date	
Current Year		81,216.85	330,541.22	124

..

**Collin Co Comm College Dist.
Summary by Type
March 31, 2022
Grouped by Fund**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Building						
Federal Agency Coupon Securities	4	25,000,000.00	25,000,000.00	5.31	0.540	845
Municipal Bonds	1	3,000,000.00	3,000,000.00	0.64	0.429	183
Texpool	1	68,710,311.91	68,710,311.91	14.58	0.154	1
TexStar	1	28,264,103.50	28,264,103.50	6.00	0.107	1
Subtotal	7	124,974,415.41	124,974,415.41	26.53	0.227	174
Fund: 2018 Bond Series						
Texpool	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
Fund: 2020 Bond Series						
Texpool	1	50,126,156.06	50,126,156.06	10.64	0.154	1
Subtotal	1	50,126,156.06	50,126,156.06	10.64	0.154	1
Fund: Debt Service						
Texas Range	1	20.50	20.50	0.00	0.000	1
Texpool	1	41,944,402.89	41,944,402.89	8.90	0.154	1
Subtotal	2	41,944,423.39	41,944,423.39	8.90	0.154	1
Fund: Operating						
Municipal Bonds	2	8,865,000.00	8,911,362.05	1.89	1.474	188
CD's - Interest Monthly/Quarterly	1	47,608,773.14	47,608,773.14	10.10	0.110	49
Federal Agency Coupon Securities	3	15,000,000.00	15,000,000.00	3.18	0.375	655
JPMorgan Chase	1	424,145.30	424,145.30	0.09	0.000	1
Texas Range	1	5,130,447.52	5,130,447.52	1.09	0.140	1
Texpool	1	95,190,288.54	95,190,288.54	20.20	0.154	1
TexStar	1	11,319,679.70	11,319,679.70	2.40	0.107	1
Subtotal	10	183,538,334.20	183,584,696.25	38.95	0.221	76

Collin Co Comm College Dist.
 Summary by Type
 March 31, 2022
 Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Stabilization						
Texpool	1	70,608,020.78	70,608,020.78	14.98	0.154	1
Subtotal	1	70,608,020.78	70,608,020.78	14.98	0.154	1
Total and Average	22	471,191,349.84	471,237,711.89	100.00	0.199	76



Collin Co Comm College Dist.
Fund BLDG - Building
Investments by Fund
March 31, 2022

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Coupon Securities											
3130ALJ70	10172	FHLB Call Note	03/12/2021	5,000,000.00	5,000,000.00	4,812,938.20	0.400	0.394	0.400	03/12/2024	711
3130AMT85	10175	FHLB Call Note	06/28/2021	10,000,000.00	10,000,000.00	9,616,523.90	0.400	0.394	0.400	06/28/2024	819
3130ANNS5	10176	FHLB Call Note	08/30/2021	5,000,000.00	5,000,000.00	4,799,965.70	0.500	0.493	0.500	08/28/2024	880
3130AQCM3	10178	FHLB Call Note	12/20/2021	5,000,000.00	5,000,000.00	4,825,676.10	1.000	0.986	1.000	12/20/2024	994
Subtotal and Average				25,000,000.00	25,000,000.00	24,055,103.90		0.533	0.540		844
Municipal Bonds											
419792ZH2	10170	State of Hawaii	10/29/2020	3,000,000.00	3,000,000.00	2,987,310.00	0.429	0.422	0.428	10/01/2022	183
Subtotal and Average				3,000,000.00	3,000,000.00	2,987,310.00		0.423	0.429		183
TexStar											
2450	10007	TexStar	02/01/2016	28,264,103.50	28,264,103.50	28,264,103.50	0.107	0.105	0.107		127 1
Subtotal and Average				28,264,103.50	28,264,103.50	28,264,103.50		0.106	0.107		1
Texpool											
700001	10009	Texpool	02/01/2016	68,710,311.91	68,710,311.91	68,710,311.91	0.154	0.151	0.153		1
Subtotal and Average				68,710,311.91	68,710,311.91	68,710,311.91		0.151	0.154		1
Total Investments and Average				124,974,415.41	124,974,415.41	124,016,829.31		0.224	0.227		174

**Fund BOND18 - 2018 Bond Series
Investments by Fund
March 31, 2022**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
700006	10067	Texpool	04/12/2018	0.00	0.00	0.00				1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000	0
Total Investments and Average				0.00	0.00	0.00		0.000	0.000	0

**Fund BOND20 - 2020 Bond Series
Investments by Fund
March 31, 2022**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
700006A	10164	Texpool	04/29/2020	50,126,156.06	50,126,156.06	50,126,156.06	0.154	0.151	0.153	1
Subtotal and Average				50,126,156.06	50,126,156.06	50,126,156.06		0.151	0.154	1
Total Investments and Average				50,126,156.06	50,126,156.06	50,126,156.06		0.151	0.154	1

**Fund DS - Debt Service
Investments by Fund
March 31, 2022**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
700004	10010	Texpool	02/01/2016	41,944,402.89	41,944,402.89	41,944,402.89	0.154	0.151	0.153	1
Subtotal and Average				41,944,402.89	41,944,402.89	41,944,402.89		0.151	0.154	1
Texas Range										
1291-01	10141	TexasDAILY	02/04/2019	20.50	20.50	20.50				1
Subtotal and Average				20.50	20.50	20.50		0.000	0.000	1
Total Investments and Average				41,944,423.39	41,944,423.39	41,944,423.39		0.151	0.154	1

**Fund OPER - Operating
Investments by Fund
March 31, 2022**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity	
Federal Agency Coupon Securities												
31422XMV1	10177	FRMAC Call Note	10/04/2021	5,000,000.00	5,000,000.00	4,747,492.30	0.500	0.493	0.500	10/04/2024	917	
3133EL5J9	10167	FFCB Call Note	09/16/2020	5,000,000.00	5,000,000.00	4,875,042.60	0.300	0.305	0.310	09/01/2023	518	
3133EL6U3	10169	FFCB Call Note	09/16/2020	5,000,000.00	5,000,000.00	4,864,212.05	0.280	0.309	0.313	09/14/2023	531	
Subtotal and Average				15,000,000.00	15,000,000.00	14,486,746.95		0.369	0.375		655	
Municipal Bonds												
20772J3G5	10162	State of Connecticut	04/20/2020	5,876,953.36	5,865,000.00	5,886,583.20	2.020	1.440	1.460	08/15/2022	136	
20772KAE9	10163	State of Connecticut	04/20/2020	3,034,408.69	3,000,000.00	3,030,870.00	2.990	1.479	1.500	01/15/2023	289	
Subtotal and Average				8,911,362.05	8,865,000.00	8,917,453.20		1.454	1.474		188	
TexStar												
5450	10008	TexStar	02/01/2016	11,319,679.70	11,319,679.70	11,319,679.70	0.107	0.105	0.107		1	
Subtotal and Average				11,319,679.70	11,319,679.70	11,319,679.70		0.106	0.107		131	1
Texpool												
700003	10011	Texpool	02/01/2016	95,190,288.54	95,190,288.54	95,190,288.54	0.154	0.151	0.153		1	
Subtotal and Average				95,190,288.54	95,190,288.54	95,190,288.54		0.151	0.154		1	
JPMorgan Chase												
7828	10012	JPMorgan Chase Commercial Chkg	02/01/2016	424,145.30	424,145.30	424,145.30					1	
Subtotal and Average				424,145.30	424,145.30	424,145.30		0.000	0.000		1	
CD's - Interest Monthly/Quarterly												
172128542B	10174	East West Bank	05/20/2021	47,608,773.14	47,608,773.14	47,608,773.14	0.110	0.108	0.110	05/20/2022	49	
Subtotal and Average				47,608,773.14	47,608,773.14	47,608,773.14		0.108	0.110		49	
Texas Range												
1291-00	10142	TexasDAILY	02/06/2019	5,130,447.52	5,130,447.52	5,130,447.52	0.140	0.138	0.140		1	
Subtotal and Average				5,130,447.52	5,130,447.52	5,130,447.52		0.138	0.140		1	
Total Investments and Average				183,584,696.25	183,538,334.20	183,077,534.35		0.218	0.221		75	

**Fund STABL - Stabilization
Investments by Fund
March 31, 2022**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
700005	10050	Texpool	01/24/2018	70,608,020.78	70,608,020.78	70,608,020.78	0.154	0.151	0.153	1
Subtotal and Average				70,608,020.78	70,608,020.78	70,608,020.78		0.151	0.154	1
Total Investments and Average				70,608,020.78	70,608,020.78	70,608,020.78		0.151	0.154	1

**Collin Co Comm College Dist.
Cash Reconciliation Report
For the Period March 1, 2022 - March 31, 2022
Grouped by Fund**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
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Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
Building											
03/12/2022	10172	BLDG	Interest	3130ALJ70	5,000,000.00	FHLBC 5.0M 0.40% Mat. 03/12/2024	03/12/2024	0.00	10,000.00	0.00	10,000.00
Subtotal								0.00	10,000.00	0.00	10,000.00
Operating											
03/01/2022	10167	OPER	Interest	3133EL5J9	5,000,000.00	FFCBC 5.0M 0.30% Mat. 09/01/2023	09/01/2023	0.00	7,500.00	0.00	7,500.00
03/14/2022	10169	OPER	Interest	3133EL6U3	5,000,000.00	FFCBC 5.0M 0.28% Mat. 09/14/2023	09/14/2023	0.00	7,000.00	0.00	7,000.00
03/31/2022	10174	OPER	Interest	172128542B	47,563,455.57	EWB 47.6M 0.11% Mat. 05/20/2022	05/20/2022	0.00	4,447.62	0.00	4,447.62
03/31/2022	10174	OPER	Interest	172128542B	47,563,455.57	EWB 47.6M 0.11% Mat. 05/20/2022	05/20/2022	-4,447.62	0.00	0.00	-4,447.62
Subtotal								-4,447.62	18,947.62	0.00	14,500.00
Total								-4,447.62	28,947.62	0.00	24,500.00

Collin Co Comm College Dist.
Interest Earnings
Sorted by Fund - Fund
March 1, 2022 - March 31, 2022
Yield on Average Book Value

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
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CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Building												
2450	10007	BLDG	RRP	28,264,103.50	28,261,536.16	28,261,618.98		0.107	0.107	2,567.34	0.00	2,567.34
700001	10009	BLDG	RR2	68,710,311.91	68,701,346.78	68,701,635.98		0.154	0.154	8,965.13	0.00	8,965.13
3130ANNS5	10176	BLDG	FAC	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2024	0.500	0.491	2,083.34	0.00	2,083.34
3130AMT85	10175	BLDG	FAC	10,000,000.00	10,000,000.00	10,000,000.00	06/28/2024	0.400	0.392	3,333.33	0.00	3,333.33
3130ALJ70	10172	BLDG	FAC	5,000,000.00	5,000,000.00	5,000,000.00	03/12/2024	0.400	0.392	1,666.67	0.00	1,666.67
3130AQCM3	10178	BLDG	FAC	5,000,000.00	5,000,000.00	5,000,000.00	12/20/2024	1.000	0.981	4,166.67	0.00	4,166.67
419792ZH2	10170	BLDG	MC1	3,000,000.00	3,000,000.00	3,000,000.00	10/01/2022	0.429	0.421	1,072.50	0.00	1,072.50
Subtotal				124,974,415.41	124,962,882.94	124,963,254.96			0.225	23,854.98	0.00	23,854.98
Fund: 2020 Bond Series												
700006A	10164	BOND20	RR2	50,126,156.06	82,103,051.92	80,039,695.55		0.154	0.151	10,255.89	0.00	10,255.89
Subtotal				50,126,156.06	82,103,051.92	80,039,695.55			0.151	10,255.89	0.00	10,255.89
Fund: Debt Service												
700004	10010	DS	RR2	41,944,402.89	36,317,240.63	36,591,015.61		0.154	0.154	4,800.26	0.00	4,800.26
1291-01	10141	DS	RR5	20.50	20.50	20.50				0.00	0.00	0.00
Subtotal				41,944,423.39	36,317,261.13	36,591,036.11			0.154	4,800.26	0.00	4,800.26
Fund: Operating												
5450	10008	OPER	RRP	11,319,679.70	11,318,651.48	11,318,684.65		0.107	0.107	1,028.22	0.00	1,028.22
700003	10011	OPER	RR2	95,190,288.54	96,334,335.00	85,898,273.04		0.154	0.153	11,137.58	0.00	11,137.58
7828	10012	OPER	RR3	424,145.30	72,716.16	84,052.58				0.00	0.00	0.00
31422XMV1	10177	OPER	FAC	5,000,000.00	5,000,000.00	5,000,000.00	10/04/2024	0.500	0.491	2,083.34	0.00	2,083.34
172128542B	10174	OPER	RR4	47,608,773.14	47,604,325.52	47,604,468.99	05/20/2022	0.110	0.110	4,447.62	0.00	4,447.62
3133EL6U3	10169	OPER	FAC	5,000,000.00	5,000,000.00	5,000,000.00	09/14/2023	0.280	0.275	1,166.67	0.00	1,166.67
3133EL5J9	10167	OPER	FAC	5,000,000.00	5,000,000.00	5,000,000.00	09/01/2023	0.300	0.294	1,250.00	0.00	1,250.00
1291-00	10142	OPER	RR5	5,130,447.52	5,129,845.13	5,129,864.56		0.140	0.138	602.39	0.00	602.39
20772KAE9	10163	OPER	MC1	3,000,000.00	3,038,043.41	3,036,108.80	01/15/2023	2.990	1.489	7,475.00	-3,634.72	3,840.28
20772J3G5	10162	OPER	MC1	5,865,000.00	5,879,629.49	5,878,205.10	08/15/2022	2.020	1.442	9,872.75	-2,676.13	7,196.62

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Collin Co Comm College Dist.
Interest Earnings
March 1, 2022 - March 31, 2022

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Subtotal				183,538,334.20	184,377,546.19	173,949,657.73			0.222	39,063.57	-6,310.85	32,752.72
Fund: Stabilization												
700005	10050	STABL	RR2	70,608,020.78	73,360,967.78	73,272,163.04		0.154	0.154	9,553.00	0.00	9,553.00
Subtotal				70,608,020.78	73,360,967.78	73,272,163.04			0.154	9,553.00	0.00	9,553.00
Total				471,191,349.84	501,121,709.96	488,815,807.37			0.196	87,527.70	-6,310.85	81,216.85

**Collin Co Comm College Dist.
Amortization Schedule
March 1, 2022 - March 31, 2022
Sorted By Fund - Fund**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

Investment #	Maturity Date	Beginning Par Value				Amounts Amortized				
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 03/01/2022	Amount Amortized This Period	Amt Amortized Through 03/31/2022	Amount Unamortized Through 03/31/2022
Operating										
10162	OPER	08/15/2022	5,865,000.00	5,939,485.50	74,485.50	5,876,953.36	-59,856.01	-2,676.13	-62,532.14	11,953.36
			2.020							
10163	OPER	01/15/2023	3,000,000.00	3,119,340.00	119,340.00	3,034,408.69	-81,296.59	-3,634.72	-84,931.31	34,408.69
			2.990							
10167	OPER	09/01/2023	5,000,000.00	4,998,500.00	-1,500.00	5,000,000.00	1,500.00	0.00	1,500.00	0.00
FFCB Call Note			0.300							
10169	OPER	09/14/2023	5,000,000.00	4,995,000.00	-5,000.00	5,000,000.00	5,000.00	0.00	5,000.00	0.00
FFCB Call Note			0.280							
Subtotal				19,052,325.50	187,325.50	18,911,362.05	-134,652.60	-6,310.85	-140,963.45	46,362.05
							52,672.90			
Total				19,052,325.50	187,325.50	18,911,362.05	-134,652.60	-6,310.85	-140,963.45	46,362.05
							52,672.90			

**Collin Co Comm College Dist.
Projected Cashflow Report
Sorted by Monthly
For the Period April 1, 2022 - October 31, 2022**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
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Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
April 2022										
04/01/2022	10170	BLDG	419792ZH2	Interest	State of Hawaii	0.00	0.00	0.00	6,435.00	6,435.00
04/04/2022	10177	OPER	31422XMV1	Interest	FRMAC Call Note	0.00	0.00	0.00	12,500.00	12,500.00
04/12/2022	10172	BLDG	3130ALJ70	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
Total for April 2022						5,000,000.00	5,000,000.00	5,000,000.00	18,935.00	5,018,935.00
May 2022										
05/28/2022	10176	BLDG	3130ANNS5	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
Total for May 2022						5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
June 2022										
06/20/2022	10178	BLDG	3130AQCM3	Interest	FHLB Call Note	0.00	0.00	0.00	25,000.00	25,000.00
06/28/2022	10175	BLDG	3130AMT85	Interest	FHLB Call Note	0.00	0.00	0.00	20,000.00	20,000.00
06/28/2022	10175	BLDG	3130AMT85	Call	FHLB Call Note	10,000,000.00	10,000,000.00	10,000,000.00	0.00	10,000,000.00
Total for June 2022						10,000,000.00	10,000,000.00	10,000,000.00	45,000.00	10,045,000.00
July 2022										
07/15/2022	10163	OPER	20772KAE9	Interest	State of Connecticut	0.00	0.00	0.00	44,850.00	44,850.00
Total for July 2022						0.00	0.00	0.00	44,850.00	44,850.00
August 2022										
08/15/2022	10162	OPER	20772J3G5	Maturity	State of Connecticut	5,865,000.00	5,939,485.50	5,865,000.00	59,236.50	5,924,236.50
08/28/2022	10176	BLDG	3130ANNS5	Interest	FHLB Call Note	0.00	0.00	0.00	12,500.00	12,500.00
Total for August 2022						5,865,000.00	5,939,485.50	5,865,000.00	71,736.50	5,936,736.50
September 2022										
09/01/2022	10167	OPER	3133EL5J9	Interest	FFCB Call Note	0.00	0.00	0.00	7,500.00	7,500.00
09/12/2022	10172	BLDG	3130ALJ70	Interest	FHLB Call Note	0.00	0.00	0.00	10,000.00	10,000.00
09/14/2022	10169	OPER	3133EL6U3	Interest	FFCB Call Note	0.00	0.00	0.00	7,000.00	7,000.00
Total for September 2022						0.00	0.00	0.00	24,500.00	24,500.00
October 2022										
10/01/2022	10170	BLDG	419792ZH2	Maturity	State of Hawaii	3,000,000.00	3,000,000.00	3,000,000.00	6,435.00	3,006,435.00
10/04/2022	10177	OPER	31422XMV1	Interest	FRMAC Call Note	0.00	0.00	0.00	12,500.00	12,500.00

Collin Co Comm College Dist.
 Projected Cashflow Report
 For the Period April 1, 2022 - October 31, 2022

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
October 2022										
10/04/2022	10177	OPER	31422XMV1	Call	FRMAC Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
Total for October 2022						8,000,000.00	8,000,000.00	8,000,000.00	18,935.00	8,018,935.00
GRAND TOTALS:						33,865,000.00	33,939,485.50	33,865,000.00	223,956.50	34,088,956.50

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Collin College

2017 Capital Improvement Program
Monthly Report
March 2022

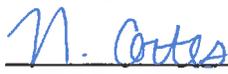
Collin County Community College District

Project Reference: 60541060
Project Number: 60541060

April 07, 2022

Quality Information

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Program Director

Revision History

Revision	Revision date	Details	Authorized	Name	Position
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1. Introduction

On May 6, 2017, voters approved Collin College's \$600 million bond proposal to facilitate a long-range plan to accommodate the projected population growth in Collin County over the next two decades. The program consists of 4 new campuses and 2 new facilities.

On May 16, 2017, in a special session, the Board of Trustees granted the District President authority to enter and negotiate into contract with AECOM Technical Services, Inc. (AECOM) to provide Program Management Services to the Collin College 2017 Capital Improvement Program. On May 25, 2017, Collin College issued a Notice to Proceed to AECOM. As part of these services, AECOM will deliver a monthly report to provide status and progress of key aspects of the Program.

2. Executive Summary

The Program is progressing as planned with no major issues to report at this time.

Completed and Pending Items

- [Celina Campus – Completing last open punchlist items.](#)
- [Farmersville Campus – Currently working with the City on the sidewalk elevation issues.](#)
- [IT Center - Punchlist items correction is nearing completion. Financial close-out is ongoing.](#)
- [Frisco Campus \(Addition and Renovations\) – At Lawler Hall, main entrance is open for public use and landscaping is on-going. At Alumni Hall, kitchen equipment installation is continuing. Final paint, casework, light fixtures, and trellis work is ongoing.](#)
- [McKinney Campus – Welcome Center – The installation of brick and limestone, MEP, and installation of large curtain wall frame is in-progress. Main Building Renovation – The installation of kitchen equipment is nearing completion.](#)
- [Plano Campus \(Wayfinding\) - Demolition of existing signs on campus is complete. Staking of new sign locations for approval is ongoing.](#)

Items of close attention

- [Completion of punch list items at IT Center](#)

Budget Summary

- [\\$588,722,716 of the \\$614,025,181 has been committed to-date in the form of contracts with various vendors. This represents 95.88% of the overall program budget committed.](#)
- [\\$556,910,807 of the \\$588,722,716 committed amount has been expended to-date. This represents 94.60% of the commitments to date and 90.70% of the program budget.](#)

3. Scope

3.1 Phase 1

- Wylie Campus
 - Construction of a campus on a new approximately 97-acre site
 - The campus includes:
 - Campus Commons
 - Library
 - Student Center/Conference Center
 - Central Utility Plant
- Technical Campus
 - Construction of a Technical Campus on a new 32-acre site in Allen, Texas
 - The campus includes:
 - 450 space underground parking garage
 - Academic Building (includes space for dual credit students)
 - 3 Trade Bar Buildings to support CTE programs

3.2 Phase 2

- Celina Campus
 - Construction of a campus on a new approximately 75-acre site
 - The campus includes:
 - Student Union / Workforce / Instructional Building
- Farmersville Campus
 - Construction of a campus on a new approximately 76-acre site
 - The campus includes:
 - Student Union / Workforce / Instructional Building
- Frisco Campus
 - Construction of a new IT Center building on the existing campus

3.3 Phase 3

- Additions and Renovations at Frisco Campus
 - Alumni Hall Renovations and Additions
 - Lawler Hall Renovations
 - Heritage Hall Upgrades
 - Founders Hall Renovations
 - Wayfinding
- Additional Frisco Campus Projects
 - Construction of a new fire lane, parking lot, and loop road on the existing campus
 - Trane Upgrades
- Additions and Renovations at McKinney Campus
 - Construction of a new Welcome Center on the existing campus
 - New Entry Drive and Parking
 - Pistol Range Demo
 - Kitchen and Dining Renovations in Main Building
 - Dental Hygiene Renovations
 - Wayfinding
- Additional McKinney Campus Projects
 - Trane Upgrades
- Additional Plano Campus Projects
 - Trane Upgrades
 - Wayfinding
- Additional Courtyard Center Projects
 - Trane Upgrades
- Additional CHEC Projects
 - Trane Upgrades

4. Community

4.1 Project Teams

4.1.1 Phase 1

- Wylie Campus
 - Program Manager: AECOM Technical Services, Inc.
 - A/E: Page Southerland Page, Inc.
 - MEP: Reed, Wells, Benson & Co.
 - Civil Engineer: Pacheco Koch Consulting Engineers, Inc.

- Cost Consulting: Vermeulens
- Construction Manager-at-Risk: Skanska USA Building, Inc.
- Commissioning Agent: Bath Group, Inc.
- Technical Campus
 - Program Manager: AECOM Technical Services, Inc.
 - A/E: Perkins+Will, Inc.
 - Associate Architect: Hoefer Wysocki Architecture
 - MEP: Purdy McGuire
 - Civil Engineer: Pacheco Koch Consulting Engineers, Inc.
 - Structural Engineer: L.A. Fuess Partners, Inc.
 - Cost Consulting: Vermeulens
 - Construction Manager-at-Risk: McCarthy Building Companies, Inc.
 - Commissioning Agent: Farnsworth

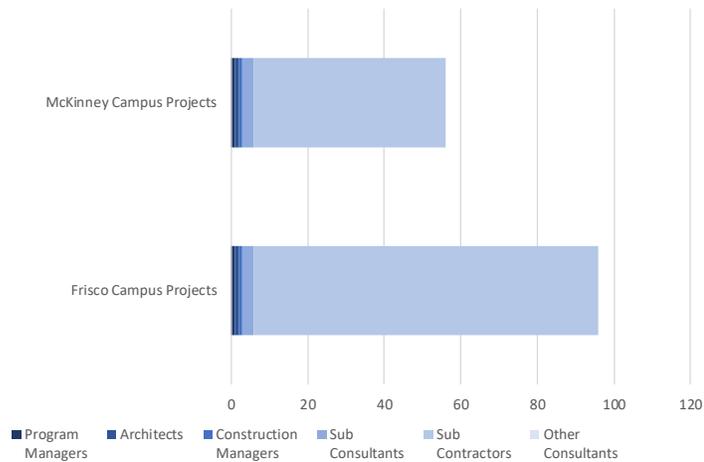
4.1.2 Phase 2

- Celina Campus
 - Program Manager: AECOM
 - A/E: Beck Architecture, LLC
 - Structural Engineer: L.A. Fuess Partners, Inc.
 - MEP: Reed, Wells, Benson & Co.
 - Civil Engineer: RLK Engineering
 - Construction Manager-at-Risk: JT Vaughn Construction
- Farmersville Campus
 - Program Manager: AECOM
 - A/E: Beck Architecture, LLC
 - Structural Engineer: L.A. Fuess Partners, Inc.
 - MEP: Reed, Wells, Benson & Co.
 - Civil Engineer: RLK Engineering
 - Construction Manager-at-Risk: JT Vaughn Construction
- IT Center
 - Program Manager: AECOM
 - A/E: Beck Architecture, LLC
 - Structural Engineer: L.A. Fuess Partners, Inc.
 - MEP: ME Engineers
 - Civil Engineer: RLK Engineering
 - Construction Manager-at-Risk: JE Dunn Construction

4.1.3 Phase 3

- Welcome Center at the McKinney Campus
 - Program Manager: AECOM Technical Service, Inc.
 - A/E: PBK
 - Construction Manager-at-Risk: Skanska USA Building, Inc.
 - Commissioning Agent: Bath Group, Inc.
- Loop Road/Parking at Frisco Campus
 - Program Manager: AECOM Technical Service, Inc.
 - Civil Engineer: RLK Engineering
 - Construction Manager-at-Risk: JE Dunn Construction
- Fire Lane at Frisco Campus
 - Program Manager: AECOM Technical Service, Inc.
 - Civil Engineer: RLK Engineering
 - Construction Manager-at-Risk: Skanska USA Building, Inc.
- Additional Projects at Frisco Campus
 - Program Manager: AECOM Technical Service, Inc.
 - A/E: Page Southerland Page, Inc.
 - Construction Manager-at-Risk: Skanska USA Building, Inc.
- Additional Projects at McKinney Campus
 - Program Manager: AECOM Technical Service, Inc.
 - A/E: PBK
 - Construction Manager-at-Risk: Skanska USA Building, Inc.
- Trane Upgrades at 5 Existing Campuses
 - Program Manager: AECOM Technical Service, Inc
 - Design – Builder: Trane Companies, Inc.
- Additional Projects at Plano Campus (Wayfinding)
 - Program Manager: AECOM Technical Service, Inc
 - A/E: IN2 Architects
 - General Contractor: SCC Signs and Lighting

4.2 Current Personnel Estimate



It is estimated that the Program Managers, Architects, Construction Managers, Sub-Consultants, and Sub-Contractors, under contract with Collin College for the 2017 Capital Improvement Program, have 152 employees contributing to the program's progress.

4.3 Community Outreach

- Collin College 2017 Capital Improvement Program Website
 - <https://CollinCollege2017CIP.com>
 - Includes the following features:
 - Program Overview
 - Project Scopes
 - Project Schedules
 - Project Budgets
 - Progress Photos/Renderings
 - Live On-Site Camera Feeds

Technical Campus

Activity	Baseline Finish	Planned Finish		Actual Finish	
BOT Approval of Program Manager	May 16, 2017	May 16, 2017	↑	May 16, 2017	✓
BOT Approval of A/E Procurement Method	May 23, 2017	May 23, 2017	↑	May 23, 2017	✓
BOT Approval of Construction Delivery Method	May 23, 2017	May 23, 2017	↑	May 23, 2017	✓
BOT Approval of Recommended Firms	August 22, 2017	August 22, 2017	↑	August 22, 2017	✓
Architect Mobilized	September 12, 2017	September 29, 2017	↓	September 28, 2017	✓
GMP Construction Documents Submittal	April 16, 2018	April 16, 2018	↑	April 19, 2018	✓
BOT Approval of GMP	June 26, 2018	June 26, 2018	↑	June 26, 2018	✓
Contractor Mobilized	July 6, 2018	July 20, 2018	👉	July 26, 2018	✓
Foundations Complete	September 23, 2019	September 23, 2019	↑	July 29, 2019	✓
Structures Complete	November 18, 2019	November 18, 2019	↑	November 13, 2019	✓
Roofing of Buildings Complete	December 20, 2019	December 20, 2019	↑	December 20, 2019	✓
Permanent Power Complete	December 15, 2019	January 10, 2020	↓	January 15, 2020	✓
Building A Punchlist Generated	June 5, 2020	June 12, 2020	👉	June 12, 2020	✓
Building B Punchlist Generated	June 12, 2020	June 19, 2020	👉	June 19, 2020	✓
Building C Punchlist Generated	June 30, 2020	July 6, 2020	👉	July 9, 2020	✓
Building D Punchlist Generated	July 6, 2020	July 20, 2020	👉	July 15, 2020	✓
Substantial Completion	July 6, 2020	August 10, 2020	↓	August 10, 2020	✓
Final Completion	September 4, 2020	November 2021	↓	November 2021	✓
Student Occupancy	August 2020	August 2020	↑	August 8, 2020	✓

5.3 Phase 2

Celina Campus

Activity	Baseline Finish	Planned Finish		Actual Finish	
BOT Approval of Program Manager	September 25, 2018	February 14, 2018	↑	February 14, 2018	✓
BOT Approval of A/E Procurement Method	September 25, 2018	March 27, 2018	↑	March 27, 2018	✓
BOT Approval of Construction Delivery Method	September 25, 2018	March 27, 2018	↑	March 27, 2018	✓
BOT Approval of Recommended A/E Firm	June 26, 2018	June 26, 2018	↑	June 26, 2018	✓
BOT Approval of Recommended CM Firm	August 2018	August 2018	↑	August 28, 2018	✓
Architect Mobilized	July 24, 2018	July 24, 2018	↑	July 31, 2018	✓
Schematic Design Submittal	January 8, 2019	January 15, 2019	👉	January 16, 2019	✓
Design Development Submittal	April 30, 2019	April 30, 2019	↑	April 26, 2019	✓
Construction Document Submittal	September 20, 2019	September 20, 2019	↑	September 3, 2019	✓
Contractor Mobilized	December 2019	December 2019	↑	November 25, 2019	✓
Foundations Complete	April 9, 2020	April 14, 2020	👉	April 21, 2020	✓
Structures Complete	July 7, 2020	July 7, 2020	↑	June 9, 2020	✓
Roofing of Buildings Complete	December 2, 2020	December 2, 2020	↑	November 13, 2020	✓
Permanent Power Complete	October 7, 2020	October 7, 2020	↑	May 28, 2020	✓
Interior Finish-Out Complete	May 18, 2021	May 18, 2021	↑	May 28, 2021	✓
Substantial Completion	July 15, 2021	June 30, 2021	↑	June 30, 2021	✓
Final Completion	August 12, 2021	April 2022	↓	-	
Student Occupancy	August 2021	August 2021	↑	August 23, 2021	✓

Farmersville Campus

Activity	Baseline Finish	Planned Finish		Actual Finish	
BOT Approval of Program Manager	September 25, 2018	February 14, 2018	↑	February 14, 2018	✓
BOT Approval of A/E Procurement Method	September 25, 2018	March 27, 2018	↑	March 27, 2018	✓
BOT Approval of Construction Delivery Method	September 25, 2018	March 27, 2018	↑	March 27, 2018	✓
BOT Approval of Recommended A/E Firm	June 26, 2018	June 26, 2018	↑	June 26, 2018	✓
BOT Approval of Recommended CM Firm	August 2018	August 2018	↑	August 28, 2018	✓
Architect Mobilized	July 24, 2018	July 24, 2018	↑	July 31, 2018	✓
Schematic Design Submittal	December 20, 2018	December 18, 2018	↑	December 18, 2018	✓
Design Development Submittal	April 2, 2019	April 19, 2019	↓	April 26, 2019	✓
Construction Document Submittal	July 25, 2019	August 9, 2019	↓	August 9, 2019	✓
Contractor Mobilized	November 2019	November 2019	↑	October 21, 2019	✓
Foundations Complete	March 5, 2020	March 13, 2020	👉	April 2, 2020	✓
Structures Complete	April 13, 2020	April 13, 2020	↑	April 30, 2020	✓
Roofing of Buildings Complete	June 29, 2020	June 29, 2020	↑	June 30, 2020	✓
Permanent Power Complete	June 30, 2020	July 7, 2020	👉	May 4, 2020	✓
Interior Finish-Out Complete	November 30, 2020	November 30, 2020	↑	December 11, 2020	✓
Substantial Completion	January 5, 2021	January 5, 2021	↑	December 21, 2020	✓
Final Completion	February 2, 2021	April 2022	↓	-	
Student Occupancy	August 2021	March 2021	↑	March 12, 2021	✓

IT Center

Activity	Baseline Finish	Planned Finish		Actual Finish	
BOT Approval of Program Manager	September 25, 2018	February 14, 2018	↑	February 14, 2018	✓
BOT Approval of A/E Procurement Method	September 25, 2018	March 27, 2018	↑	March 27, 2018	✓
BOT Approval of Construction Delivery Method	September 25, 2018	March 27, 2018	↑	March 27, 2018	✓
BOT Approval of Recommended A/E Firm	June 26, 2018	June 26, 2018	↑	June 26, 2018	✓
BOT Approval of Recommended CM Firm	August 2018	August 2018	↑	August 28, 2018	✓
Architect Mobilized	July 24, 2018	July 24, 2018	↑	July 31, 2018	✓
Schematic Design Submittal	May 24, 2019	May 24, 2019	↑	May 24, 2019	✓
Design Development Submittal	August 23, 2019	August 23, 2019	↑	August 23, 2019	✓
Construction Document Submittal	December 9, 2019	December 9, 2019	↑	December 9, 2019	✓
Contractor Mobilized	December 2019	January 6, 2020	↓	January 20, 2020	✓
Construction Start for Loop Road/Parking	June 1, 2020	July 13, 2020	↓	July 27, 2020	✓
Foundations Complete	June 22, 2020	June 22, 2020	↑	May 2, 2020	✓
Structures Complete	August 14, 2020	August 14, 2020	↑	July 14, 2020	✓
Phase 1 Construction Complete for Loop Road/Parking	August 15, 2020	August 15, 2020	↑	August 22, 2020	✓
Phase 2 Construction Complete for Loop Road/Parking	October 31, 2020	March 15, 2021	↓	March 15, 2021	✓
Roofing of Buildings Complete	November 3, 2020	November 23, 2020	↓	October 23, 2020	✓
Permanent Power Complete	January 4, 2021	January 4, 2021	↑	January 29, 2021	✓
Interior Finish-Out Complete	May 13, 2021	June 30, 2021	↓	June 30, 2021	✓
Substantial Completion	June 30, 2021	July 7, 2021	👉	July 8, 2021	✓
Final Completion	August 26, 2021	April 2022	↓	-	
Student Occupancy	August 2021	August 2021	↑	August 23, 2021	✓

* Phase 3 (Loop Road and Parking Lot) at Frisco Campus is included in this schedule

5.4 Phase 3

McKinney Campus (Welcome Center and Renovations)

Activity	Baseline Finish	Planned Finish		Actual Finish	
BOT Approval of Program Manager	August 27, 2019	August 27, 2019	↑	August 27, 2019	✓
BOT Approval of A/E Procurement Method	October 22, 2019	October 22, 2019	↑	October 22, 2019	✓
BOT Approval of Construction Delivery Method	February 2020	February 2020	↑	October 22, 2019	✓
BOT Approval of Recommended A/E Firm	March 24, 2020	March 24, 2020	↑	April 28, 2020	✓
BOT Approval of Recommended CM Firm	March 24, 2020	March 24, 2020	↑	April 28, 2020	✓
Architect NTP	April 14, 2020	April 14, 2020	↑	April 8, 2020	✓
Schematic Design Submittal	August 1, 2020	August 1, 2020	↑	August 1, 2020	✓
Site Construction Document Submittal	October 2, 2020	October 2, 2020	↑	October 2, 2020	✓
Welcome Center Construction Document Submittal	November 20, 2020	November 20, 2020	↑	October 30, 2020	✓
GMP #1 * Board Approval	December 8, 2020	December 8, 2020	↑	December 8, 2021	✓
GMP #2 ** Board Approval	January 26, 2021	February 23, 2021	↓	January 26, 2021	✓
GMP #1 * Construction Start	January 18, 2021	January 18, 2021	↑	January 28, 2021	✓
GMP #2 ** Construction Start	March 1, 2021	March 1, 2021	↑	March 15, 2021	✓
Site - Phase 1	September 3, 2021	September 3, 2021	↑	August 30, 2021	✓
Site - Phase 2	January 7, 2022	March 11, 2022	↓	March 24, 2022	✓
Site - Core Utilities	January 4, 2022	April 15, 2022	↓	-	
Welcome Center Substantial Completion	June 29, 2022	June 29, 2022	↑	-	
Welcome Center Final Completion	July 31, 2022	July 31, 2022	↑	-	
Kitchen Renovation Substantial Completion	December 27, 2021	March 4, 2022	↓	March 31, 2022	✓
Dental Offices Substantial Completion	October 25, 2021	March 24, 2022	↓	March 31, 2022	✓
Dental Lab Substantial Completion	October 5, 2021	January 10, 2022	↓	December 28, 2021	✓
Substantial Completion	May 2022	June 2022	↓	-	
Student Occupancy	July 2022	June 29, 2022	↑	-	

* GMP #1 Site, Civil, and Demolition for Renovation Work

** GMP #2 Construction of New Welcome Center and Renovation

Frisco Campus (Addition and Renovations)

Activity	Baseline Finish	Planned Finish		Actual Finish	
BOT Approval of Program Manager	August 27, 2019	August 27, 2019	↑	August 27, 2019	✓
BOT Approval of Recommended AE Firm	June 23, 2020	June 23, 2020	↑	June 23, 2020	✓
BOT Approval of Recommended CM Firm	August 25, 2020	August 25, 2020	↑	August 25, 2020	✓
Schematic Design Submittal	December 14, 2020	December 14, 2020	↑	December 14, 2020	✓
Construction Document Submittal	March 26, 2021	March 26, 2021	↑	March 26, 2021	✓
GMP #1 * Board Approval	October 27, 2020	October 27, 2020	↑	October 27, 2020	✓
GMP #1 * Construction Start	December 15, 2020	December 15, 2020	↑	December 2, 2020	✓
GMP #2 ** Board Approval	March 2021	April 2021	↓	April 25, 2021	✓
GMP #2 ** Construction Start	April 2021	June 2021	↓	June 7, 2021	✓
Fire Lane Completion	March 2021	October 2021	↓	October 15, 2021	✓
Alumni Hall Start	July 2021	July 2021	↑	July 21, 2021	✓
Alumni Hall Foundations Complete	September 2021	September 2021	↑	September 2021	✓
Alumni Hall Structure Complete	October 2021	November 2021	↓	November 15, 2021	✓
Alumni Hall Roof Complete	November 2021	December 2021	↓	December 30, 2021	✓
Alumni Hall Interior Finish-out	April 2022	April 19, 2022	↓	-	
Alumni Hall Substantial Completion	April 2022	April 19, 2022	↓	-	
Alumni Hall Final Completion	June 2022	June 2022	↑	-	
Heritage Hall Renovations Start	June 21, 2021	June 21, 2021	↑	June 21, 2021	✓
Heritage Hall Substantial Completion	January 2022	January 2022	↑	January 14, 2022	✓
Founders Hall Renovations Start	July 2021	July 15, 2021	⏸	July 15, 2021	✓
Founders Hall Substantial Completion	January 2022	January 2022	↑	January 14, 2022	✓
Lawler Hall Building Entrance Start	July 2021	July 15, 2021	⏸	July 26, 2021	✓
Lawler Hall Building Entrance Substantial Completion	December 2021	March 16, 2022	↓	March 16, 2022	✓

* GMP #1 Fire Lane

** GMP #2 Alumni Hall Remaining Work, Renovations and Foundation Work

Plano Campus (Wayfinding)

Activity	Baseline Finish	Planned Finish		Actual Finish	
BOT Approval of Program Manager	August 27, 2019	August 27, 2019	↑	August 27, 2019	✓
BOT Approval of Recommended Signage Firm	October 26, 2021	October 26, 2021	↑	October 26, 2021	✓
Demo for Wayfinding Signs	March 21, 2022	March 21, 2022	↑	March 21, 2022	✓
Install of Wayfinding Foundations	April 25, 2022	April 25, 2022	↑	-	
Install of Wayfinding Signs	May 27, 2022	May 27, 2022	↑	-	

6. Budget

6.1 Program Summary

Program Wide Budget Summary

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$50,110,038	\$45,404,216	\$45,184,694	\$44,740,980	100%	99%
Investigation, Testing & Verification	\$8,532,425	\$6,613,487	\$5,300,769	\$4,918,189	80%	93%
Construction, Equipment & Furnishings	\$503,285,069	\$543,367,711	\$538,022,234	\$507,057,854	99%	94%
Misc.	\$465,231	\$364,347	\$215,019	\$193,784	59%	90%
Contingency	\$37,607,237	\$18,275,420	\$0	\$0	0%	0%
Total Program Budget	\$600,000,000	\$614,025,181	\$588,722,716	\$556,910,807		
% of Total Program Budget Committed	95.88%					
% of Total Commitments Expended	94.60%					
% of Total Program Budget Expended	90.70%					

6.2 Phase 1

Wylie Campus

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$15,051,440	\$13,595,304	\$13,595,304	\$13,595,304	100%	100%
Investigation, Testing & Verification	\$2,679,247	\$1,587,529	\$1,587,529	\$1,587,529	100%	100%
Construction, Equipment & Furnishings	\$133,174,284	\$149,385,809	\$149,385,809	\$149,385,809	100%	100%
Misc.	\$126,082	\$61,361	\$61,361	\$61,361	100%	100%
Contingency	\$6,571,649	\$0	\$0	\$0	0%	0%
Total Project Budget	\$157,602,702	\$164,630,003	\$164,630,003	\$164,630,003		
% of Total Project Budget Committed	100.00%					
% of Total Commitments Expended	100.00%					
% of Total Project Budget Expended	100.00%					

Technical Campus

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$14,713,206	\$13,730,909	\$13,730,909	\$13,730,909	100%	100%
Investigation, Testing & Verification	\$2,619,039	\$1,297,502	\$1,297,502	\$1,297,502	100%	100%
* Construction, Equipment & Furnishings	\$130,181,602	\$161,435,093	\$161,435,093	\$161,435,093	100%	100%
Misc.	\$123,249	\$38,501	\$38,501	\$38,501	100%	100%
Contingency	\$6,423,972	\$0	\$0	\$0	0%	0%
Total Project Budget	\$154,061,068	\$176,502,005	\$176,502,005	\$176,502,005		
Allen ISD Reimbursement	-	(\$12,000,000)	(\$12,000,000)	-		
Allen EDC Grant	-	(\$400,000)	(\$400,000)	-		
% of Total Project Budget Committed	100.00%					
% of Total Commitments Expended	100.00%					
% of Total Project Budget Expended	100.00%					

* Actual Budget from bond funds is \$149,035,093 (\$161,435,093 less \$12,000,000 Allen ISD Reimbursement and \$400,000 Allen EDC Grant)

6.3 Phase 2

Celina Campus

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$5,078,807	\$4,011,464	\$3,974,488	\$3,972,991	99%	100%
Investigation, Testing & Verification	\$936,908	\$936,908	\$538,348	\$533,109	57%	99%
Construction, Equipment & Furnishings	\$46,569,862	\$50,899,344	\$47,811,820	\$44,637,342	94%	93%
Misc.	\$44,090	\$64,229	\$21,260	\$21,260	33%	100%
Contingency	\$2,482,596	\$825,499	\$0	\$0	0%	0%
Total Project Budget	\$55,112,263	\$56,737,444	\$52,345,917	\$49,164,703		
% of Total Project Budget Committed	92.26%					
% of Total Commitments Expended	93.92%					
% of Total Project Budget Expended	86.65%					

Farmersville Campus

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$2,539,404	\$2,185,319	\$2,172,394	\$2,172,275	99%	100%
Investigation, Testing & Verification	\$468,453	\$540,867	\$390,265	\$352,478	72%	90%
Construction, Equipment & Furnishings	\$23,284,932	\$25,523,763	\$25,434,929	\$21,763,718	100%	86%
Misc.	\$22,045	\$26,912	\$6,107	\$6,107	23%	100%
Contingency	\$1,241,298	\$229,272	\$0	\$0	0%	0%
Total Project Budget	\$27,556,132	\$28,506,132	\$28,003,696	\$24,294,578		
% of Total Project Budget Committed	98.24%					
% of Total Commitments Expended	86.75%					
% of Total Project Budget Expended	85.23%					

IT Center

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$5,472,853	\$4,884,249	\$4,851,547	\$4,846,569	99%	100%
Investigation, Testing & Verification	\$1,009,600	\$1,193,900	\$842,333	\$821,562	71%	98%
Construction, Equipment & Furnishings	\$50,183,042	\$46,025,015	\$45,411,572	\$40,643,053	99%	89%
Misc.	\$47,510	\$53,157	\$10,487	\$9,212	20%	88%
Contingency	\$2,675,210	\$4,813,073	\$0	\$0	0%	0%
Total Project Budget	\$59,388,215	\$56,969,393	\$51,115,939	\$46,320,396		
% of Total Project Budget Committed	89.73%					
% of Total Commitments Expended	90.62%					
% of Total Project Budget Expended	81.31%					

* Project Budget contains funds for Phase 3 (Loop Road and Parking Lot) at Frisco Campus

6.4 Phase 3**McKinney Campus (Welcome Center and Renovations)**

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$4,370,860	\$4,420,820	\$4,394,018	\$4,134,606	99%	94%
Investigation, Testing & Verification	\$472,163	\$553,973	\$353,788	\$172,763	64%	49%
Construction, Equipment & Furnishings	\$30,179,816	\$38,852,104	\$37,603,784	\$24,965,418	97%	66%
Misc.	\$31,435	\$32,476	\$2,845	\$2,845	9%	100%
Contingency	\$2,833,454	\$3,120,222	\$0	\$0	0%	0%
Total Project Budget	\$37,887,728	\$46,979,595	\$42,354,434	\$29,275,632		
% of Total Project Budget Committed	90.15%					
% of Total Commitments Expended	69.12%					
% of Total Project Budget Expended	62.32%					

Frisco Campus (Addition and Renovations)

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$2,883,468	\$1,975,152	\$1,865,034	\$1,688,326	94%	91%
Investigation, Testing & Verification	\$347,015	\$460,793	\$248,989	\$129,622	54%	52%
Construction, Equipment & Furnishings	\$16,724,000	\$16,962,367	\$16,674,369	\$10,734,760	98%	64%
Misc.	\$70,820	\$78,211	\$64,957	\$44,997	83%	69%
Contingency	\$1,094,995	\$3,464,515	\$0	\$0	0%	0%
Total Project Budget	\$21,120,298	\$22,941,038	\$18,853,349	\$12,597,705		
% of Total Project Budget Committed	82.18%					
% of Total Commitments Expended	66.82%					
% of Total Project Budget Expended	54.91%					

Plano Campus (Additional Projects)

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$0	\$10,000	\$10,000	\$9,000	100%	90%
Investigation, Testing & Verification	\$0	\$24,515	\$24,515	\$6,125	100%	25%
Construction, Equipment & Furnishings	\$0	\$703,664	\$703,664	\$579	100%	0%
Misc.	\$0	\$0	\$0	\$0	0%	0%
Contingency	\$0	\$1,439,362	\$0	\$0	0%	0%
Total Project Budget	\$0	\$2,177,541	\$738,179	\$15,704		
% of Total Project Budget Committed		33.90%				
% of Total Commitments Expended		2.13%				
% of Total Project Budget Expended		0.72%				

6.5 Phase A

Public Safety Training Center

Budget Group	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
PSTC Construction	\$31,068,022	\$31,068,022	\$31,068,022	100%	100%
PSTC Parking Addition	\$675,000	\$655,641	\$586,529	97%	89%
Total Project Budget	\$31,743,022	\$31,723,663	\$31,654,551		

** This project was not managed by AECOM. However, it is included in the report to make a complete report of Bond costs.*

Trane Energy PACT

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Frisco Campus	\$9,725,336	\$9,725,336	\$9,725,336	\$9,725,336	100%	100%
Plano Campus	\$6,797,834	\$6,797,834	\$6,797,834	\$6,797,834	100%	100%
McKinney Campus	\$4,044,983	\$4,044,983	\$4,044,983	\$4,044,983	100%	100%
Courtyard Center	\$548,720	\$548,720	\$548,720	\$548,720	100%	100%
Collin Higher Education Center	\$720,659	\$720,659	\$720,659	\$720,659	100%	100%
Total Program Budget	\$21,837,531	\$21,837,531	\$21,837,531	\$21,837,531		
% of Total Project Budget Committed		100.00%				
% of Total Commitments Expended		100.00%				
% of Total Project Budget Expended		100.00%				

6.6 Additional Program Budgets

Program Level

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Building Fund Reimbursement	\$51,150,000	\$0	\$0	\$0	0%	0%
Program Wide Traffic Study	\$0	\$351,500	\$351,500	\$351,500	100%	100%
Program Contingency	\$39,393,094	\$4,383,477	\$0	\$0	0%	0%
Trane PACT Program Management		\$99,500	\$99,500	\$99,500	100%	100%
Bond Fees		\$9,500	\$9,500	\$9,500	100%	100%
District Wide Air Cleaning		\$140,000	\$140,000	\$140,000	100%	100%
District Wide Commissioning		\$17,500	\$17,500	\$17,500	100%	100%
Total Project Budget	\$90,543,094	\$5,001,477	\$618,000	\$618,000		

* Building Fund Reimbursements for Wylie Campus land, Technical Campus land, and Public Safety Training Center construction costs were completed in August '18. Budgets, Commitments and Expenditures for these costs are reflected in each project.

** Program Contingency Original Budget is the result of the balance from the original Phase 3 & 4 projects less the funding for the Frisco Campus Parking Garage, McKinney Campus Welcome Center & Trane Energy PACT projects.

* Additional Phase 3 projects to be funded from Program Contingency

7. Completed Items

7.1 General Program

- [AECOM issued the Monthly Program Report for February '22 to Collin College on March 4th](#)

7.2 Procurement

- No Procurement Items have been completed at this time

7.3 Design

- No Design Items have been completed at this time

7.4 Pre-Construction

- No Pre-Construction Items have been completed at this time

7.5 Construction

- Collin College, AECOM, Page Southerland Page, Inc., and Skanska USA Building, Inc. conducted Weekly OAC meetings on March 2nd, 9th, 16th, 23rd, and 30th for the Frisco Campus Addition and Renovations
- Collin College, AECOM, PBK, and Skanska USA Building, Inc. conducted Weekly OAC meetings on March 1st, 8th, 15th, 22nd, and 29th for the McKinney Campus Addition and Renovations
- Collin College, AECOM, IN2, and SSC Signs and Lighting conducted Weekly OAC meetings on March 7th, 14th, 21st, and 28th for the Plano Campus Wayfinding

See Appendix A for Construction Progress Photos

7.6 Acceptance and Close-Out

- No Acceptance and Close-Out items are pending at this time

8. Pending Items

8.1 General Program

- No General Program items are pending at this time

8.2 Procurement

- No Procurement items are pending at this time

8.3 Design

- No Design items are pending at this time

8.4 Pre-Construction

- No Pre-Construction items are pending at this time

8.5 Construction

- [Punch list items at the IT Center at Frisco Campus](#)
See Appendix A for Construction Progress Photos

8.6 Acceptance and Close-Out

- [Final close-out activities are nearing completion for the Phase 2 projects](#)

Appendix A – Construction Progress Photos

Addition and Renovations at Frisco Campus



Dining Hall Ceiling at Alumni Hall



Decorative Lights Installed in Dining Hall at Alumni Hall



Trellis at Alumni Hall



Serving Area at Dining Hall



Kitchen at Alumni Hall



Landscape Planters Installed at Lawler Hall

Welcome Center, Parking Lot, and Renovations at McKinney Campus



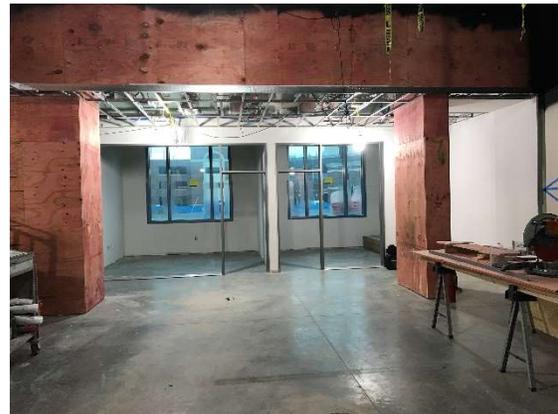
Starbucks Cafe Casework Installed



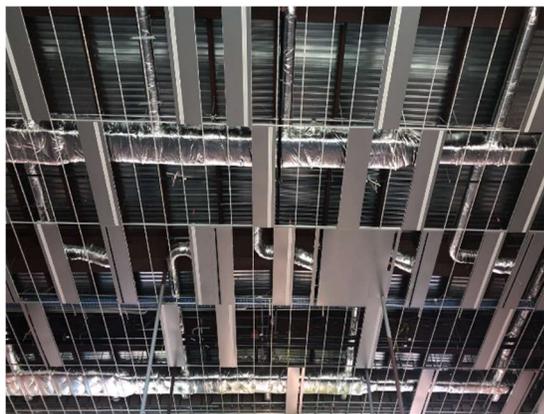
Serving Area at Dining Hall



Window Installation in Welcome Center Atrium



Office Space on 1st Floor of Welcome Center



Install of Ceiling Metal Panels in Atrium of Welcome Center



Parking Lot at Southwest End

INFORMATION ITEM

Innovation Challenge Grant – Fall 2022

Project name: SkillsUSA Pilot for Collin College Workforce Students and Faculty

Project lead: Dr. Brenden Mesch, Academic/Workforce Dean
972-365-1902
bmesch@collin.edu

The primary purpose of this project is to establish a district-wide SkillsUSA chapter at Collin College to showcase students' talent and preparation for workforce careers at regional (SPR23 and SPR24) and national competitions (by SPR24).

The program will create opportunities for students to succeed and showcase the dedication Collin College has to workforce education.

Amount granted: \$15,000.00

Resource:

Dr. Abe Johnson, Senior VP Campus Operations
972-985-3760
ajohnson@collin.edu

Information Item

Mental Health Awareness Month

Since 1949, the Mental Health America (MHA) organization and others across the country have observed May as Mental Health Awareness Month by reaching out to millions of people through the media, local events, and screenings. After the last two years of pandemic living, many people are realizing that stress, isolation, and uncertainty have taken a toll on their well-being.

This year, the theme of MHA’s 2022 Mental Health Awareness Month is "Back to Basics." The goal is to provide foundational knowledge about mental health and mental health conditions and information about what people can do if their mental health is a cause for concern.

Collin College has a robust offering of mental health resources available for our students, faculty, and staff. Throughout the month of May, the College is making a special effort to provide information to the College community to increase awareness regarding how students and employees can obtain support and services. Both Human Resources (for faculty and staff) and Counseling Services (for students) are spearheading these mental health awareness initiatives.

In addition, an information card will be distributed to students and employees that includes contact information and QR codes for key services. The goal is to have this important information readily available in a wallet or in the College ID badge holder in the event of an urgent need.

Employee Information Card

COLLIN COLLEGE STUDENT RESOURCES		
ADVISING AcademicAdvising@Collin.edu	POLICE 972.578.5555	
FINANCIAL AID & VETERAN SERVICES 972.881.5760	COUNSELING 972.881.5126	
CAREER CENTER Career@Collin.edu	ACCESS DISABILITY SERVICES 972.881.5898	
StudentSuccess@Collin.edu		

COLLIN COLLEGE EMPLOYEE SUPPORT	
Full-time Faculty and Staff	Part-time Faculty and Staff
Free 24/7 Mental Health Support and other Benefits at DeerOaksEAP.com or 866.327.2400 HealthSelect (Blue Cross Blue Shield) healthselect.bcbstx.com or 800.252.8039	CougarCare Free 24/7 Telehealth, TalkNow, and Telemental Health
Delivering a brighter future for our students and communities	

Student Information Card

COLLIN COLLEGE STUDENT RESOURCES		COLLIN COLLEGE STUDENT SUPPORT		
 ADVISING AcademicAdvising@Collin.edu	 POLICE 972.578.5555		Tutoring	
 FINANCIAL AID & VETERAN SERVICES 972.881.5760	 COUNSELING 972.881.5126		CougarCare Free 24/7 Telehealth, TalkNow, and Telemental Health	
 CAREER CENTER Career@Collin.edu	 ACCESS DISABILITY SERVICES 972.881.5898			
StudentSuccess@Collin.edu		Delivering a brighter future for our students and communities		

Resource:

Kim Davison, Chief of Staff
 972-985-3781
 kdavison@collin.edu