



# ***BOARD OF TRUSTEES***

***Board Meeting***

***Thursday, February 8, 2024***

***12:30 p.m.***

***Community Room  
Of the  
Emerging Technologies and Workforce Building***

**WEATHERFORD COLLEGE  
BOARD OF TRUSTEES  
February 8, 2024  
12:30 p.m.**

**AGENDA**

A meeting of the Board of Trustees of Weatherford College will be held on Thursday, February 8, 2024 beginning at 12:30 p.m. in the Community Room of the Emerging Technologies and Workforce Building, located at 225 College Park Drive, Weatherford, Texas, to consider and act on the posted agenda:

1. Call to Order, Invocation and Pledge of Allegiance
2. Public Comment for Individuals Not on the Agenda
3. President's Report:
  - a. Recognitions
  - b. Employee Notices
  - c. Spring Enrollment Update
4. Consent Agenda and Financial Reports:
  - a. Approval of Minutes from the January 11, 2024 Board Meeting
  - b. Financial Reports Ending January 31, 2024
  - c. TASB Policy Service Update #46
  - d. Subscription on a Nursing Student Online Review & Preparation Solution #SB-02-24
  - e. Buyboard Cooperative Contract #665-22 Quote from Power Lift on Weight Room Equipment in Durant Hall
5. Consideration and Possible Action: Canyon West Golf Course Discount Policy
6. Consideration and Possible Action: Solicitation of Goods and Services of \$49,999 or Less by Touchstone Golf for Canyon West Golf Course
7. Reports:
  - a. WCWC, Academics, and Student Services Update
  - b. Proposed 2024-25 Tuition and Fees – Dr. Cantrell
  - c. Phlebotomy Pathways – Nina Maniotis
8. Future Agenda Items or Meetings:
  - a. Adoption of 2024-25 Tuition and Fees
  - b. Annual Evaluation and Employment Contract of the College President

9. Announcements

10. Closed Session:

- a. Deliberate Real Property in Accordance with Government Code 551.072
- b. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, in Accordance with Government Code 551.074

11. Consideration and Possible Action: Real Property

12. Consideration and Possible Action: Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee

13. Adjourn



Public Comment for  
Individuals  
Not on the Agenda





## **President's Report**

- Recognitions
- Employee Notices
- Spring Enrollment Update



Weatherford College Board of Trustees  
Consent Agenda

**DATE:** February 8, 2024

**AGENDA ITEM #4.a.**

**SUBJECT:** Minutes from the January 11, 2024 Board Meeting

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**INFORMATION AND DISCUSSION:** None

**RECOMMENDATION:** That the Board of Trustees review and approve the Minutes from the January 11, 2024 Board Meeting as presented.

**ATTACHMENTS:** Minutes from the January 11, 2024 Board Meeting.

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**SUBMITTED BY:** Ryan Heckart, Executive Assistant the President

**WEATHERFORD COLLEGE  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
January 11, 2024**

The Weatherford College Board of Trustees met in regular session at 12:30 p.m., Thursday, January 11, 2024, in the Community Room of the Emerging Technologies and Workforce Building. <b>Board Chair Dan Carney called the meeting to order.</b> Other trustees present were Vice Chair Dowd, Secretary Morris, Mac Smith, Dr. Marlett, G.B. Bailey, and Judy McAnally. Dr. Trev Dixon was absent. Brent Baker gave the invocation and the Pledge of Allegiance was recited.	1	Call to Order, Invocation and Pledge of Allegiance 826-1
There were no participants in public comment.	2	Public Comment 826-2
President Tod Allen Farmer submitted the following recognitions and employee notices:	3	President's Report 826-3
a) Recognitions		
a. Weatherford College Wise County was recently named Large Business of the Year at the annual Wise County Chamber of Commerce Banquet. Congratulations to Dean Kristin McLaughlin, Trustee Dr. Robert Marlett, and the entire WCWC team!		
b. Congratulations to Coach Bob McKinley on a career level accomplishment of 1,000 wins! We will be honoring him at a celebration reception on Thursday, January 18th from 4:30-6:00 p.m. in the Emerging Technologies and Workforce Building.		
c. Dr. Ydoyaga, Dr. Ibe, and many other faculty and staff members planned and executed a successful Connections Week. These were the most comprehensive professional development activities that we have had at WC, and more professional development is currently in the planning stages.		
d. Recognition is in order for our Phi Theta Kappa Honors Society and our Vet Tech Club. Their pet supply drive was highly successful. Much needed pet food and supplies were donated to the Weatherford/Parker County Animal Shelter.		
b) Employee Notices- DMAC Local requires the College President to provide the names of contract employees that have resigned since the last board meeting.		

a. Terence Paddack, Resignation, Instructor, Biology, 12/31/23

c) Spring Enrollment Report

- a. As of Thursday, January 4th, we had 4,165 students registered for the Spring 2024 semester compared to a year-to-date enrollment of 4,033 students last year. With enrollment ongoing, that represents an increase of 132 students or a 3.2 percent enrollment increase.

	4	Consent Agenda 826-4
A recommendation was made that the Board approves the minutes from the December 7, 2023 Board Meeting as presented. <i>Submitted by Ryan Heckart, Executive Assistant to the President.</i>	4.a	Approval of Minutes from the November 9, 2023 Board Meeting
A recommendation was made that the Board approves the financial reports ending December 31, 2023 as presented. <i>Submitted by Dr. Andra Cantrell, Executive Vice President of Financial and Administrative Services.</i>	4.b	Financial Reports Ending December 31, 2023.
A recommendation was made that the Board authorize disposal of obsolete and surplus items as presented. <i>Submitted by Dr. Andra Cantrell, Executive Vice President of Financial and Administrative Services.</i>	4.c	Disposal of Obsolete and Surplus Items through E-waste Recycling and Online Auction
A recommendation was made that the Board approves the amendment to the 2024-2025 Academic Calendar. <i>Submitted by Adam Finley, Executive Dean Enrollment Management and College Registrar.</i>	4.d	Approval of 2024-2025 Academic Calendar Amendments
<b>Dr. Marlett made a motion to approve the consent agenda as recommended in its entirety. G.B. Bailey seconded the motion. The motion was carried unanimously.</b>		Consent Agenda Approved 826-4
The Board of Trustees heard a presentation from Doug Harker of Touchstone Golf, regarding the scope, experience, management principles, and other elements of golf course management that Touchstone Golf is prepared to offer to Weatherford College at Canyon West Golf Course, pending Board approval.	5	Consideration and Possible Action: Update and Approval of Contract Negotiations with Touchstone regarding management services of Canyon West Golf Course 826-5
<b>Mac Smith made a motion to authorize President Tod Allen Farmer to negotiate and execute final documents with Touchstone Golf to be effective February 1, 2024 for golf course management services at Canyon West Golf Course in the amount of \$168,000 for an initial term of twenty-four months with three additional optional twelve-month renewals and approve adding Touchstone Golf</b>		

**employees Doug Harker, Carol McGrail, and Samantha Seastrand to the Weatherford College Golf Account at Prosperity Bank.**

**G.B. Bailey seconded the motion, and the motion carried unanimously.**

The following reports were presented to the Board:

6

Reports  
826-6

- a) WCWC, Academics, and Student Services Update
- b) Presentation of Bus Options, Chief Anthony Bigongiari
- c) Coyote Radio Station Update, Dave Cowley

Brent Baker made the following announcements:

7

Announcements  
826-7

January 13

Women's Basketball – WC vs McLennan  
(Graber Athletic Center, 2:00 p.m.)  
Men's Basketball – WC vs McLennan  
(Graber Athletic Center, 4:00 p.m.)

January 18

Reception Celebrating Coach McKinley's 1,000 Wins  
(Emerging Technologies and Workforce Bldg, 4:30 to 6:00 p.m.)

January 24

Women's Basketball – WC vs Ranger  
(Graber Athletic Center, 5:00 p.m.)  
Men's Basketball – WC vs Ranger  
(Graber Athletic Center, 7:00 p.m.)

January 27

Women's Basketball – WC vs Cisco  
(Graber Athletic Center, 2:00 p.m.)  
Men's Basketball – WC vs CYM Prep  
(Graber Athletic Center, 4:00 p.m.)

January 30

Color Theory, Faculty Jazz and Painting  
(Alkek Fine Arts Theatre, 7:00 p.m.)

February 3

Baseball – WC vs Lamar CC  
(Williams Ballpark, 1:00 p.m.)

February 4

Baseball – WC vs Lamar CC  
(Williams Ballpark, 1:00 p.m.)

January 11, 2024

February 9

Piano Competition Winner's Recital: Carter Johnson  
(Alkek Fine Arts Theatre, 7:00 p.m.)

February 12

Ex Students Luncheon  
(Doss Strain Room, 12:00 p.m.)

<b>Board of Trustees entered into Closed Session at 1:35 p.m.</b> to deliberate real property in accordance with Government Code 551.072, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee in accordance with Government Code 551.074.	8	Closed Session 826-8
<b>The Board of Trustees reconvened in Open Session at 2:10 p.m.</b>		Open Session
No action regarding real estate.	9	Consideration and Possible Action 826-9
No action regarding personnel matters.	10	Consideration and Possible Action 826-10
<b>At 2:12 p.m., Dr. Marlett made the motion to adjourn the meeting. G.B. Bailey seconded and the motion carried unanimously.</b>	11	Adjourn 826-11

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Dan Carney  
Chair, Board of Trustees

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Lela Morris  
Secretary, Board of Trustees



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** February 8, 2024

**AGENDA ITEM #4.b.**

**SUBJECT:** Financial Report Ending January 31, 2024

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**INFORMATION AND DISCUSSION:** Due to the timing of the end of the month, the financial report ending January 31, 2024 is not available at this time. The report will be emailed to the Board prior to the February 8, 2024 Board meeting.

**RECOMMENDATION:** N/A

**ATTACHMENTS:** N/A

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



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** February 8, 2024

**AGENDA ITEM:** #4.c.

**SUBJECT:** TASB Policy Service Update #46

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**INFORMATION AND DISCUSSION:** Weatherford College utilizes the Texas Association of School Boards (TASB) Policy Service for legal and local policies contained in the *Weatherford College Board Policy Manual*. TASB provides ongoing updates for college districts to ensure that the *Manual* is current and reliable. The most recent update by TASB is #46.

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

In addition, TASB recommends updates to “local” policies, which the Board of Trustees may approve as written, or amended, to ensure that the College’s local policies are consistent with recent changes in legislation and legal policies. Below are the Local policies included in Update #46, along with explanatory notes regarding the recommended changes:

Policy Code	Action	Explanatory Note
BBD (Local)	<b>REPLACE</b> policy	<b>Board Members: Orientation and Training</b> Revisions to this local policy address HB 3033, which requires board members to complete Public Information Act Training if the attorney general determines the college failed to comply with the Public Information Act (PIA). The revisions clarify that the existing delegation of the responsibility to take the PIA training to the public information coordinator only applies to the training requirement applicable to board members shortly after they are elected or appointed. Additional recommended changes have been made to conform to TASB style.
BBi (Local)	<b>REPLACE</b> policy	<b>Board Members: Technology Resources and Electronic Communications</b> In the Note, a cross reference to CS, which covers Information Security, has been recommended.
BG (Local)	<b>ADD</b> policy	<b>ADMINISTRATIVE ORGANIZATION</b> This new recommended local policy addresses SB 17, which prohibits a Diversity, Equity, and Inclusion Office at a college, with limited exceptions. The bill takes effect on January 1, 2024.



CFE (Local)	<b>ADD</b> policy	<b>PURCHASING AND ACQUISITION: VENDOR RELATIONS</b> This new recommended local policy addresses SB 17, which prohibits Diversity, Equity, and Inclusion Initiatives at community colleges, with limited exceptions. The language directs the college chief executive officer or designee to develop disciplinary procedures related to a vendor violating the provisions of the bill. The bill takes effect on January 1, 2024.
CGC (Local)	<b>REPLACE</b> policy	<b>SAFETY PROGRAM: EMERGENCY PLANS AND ALERTS</b> Recommended revisions to this local policy address HB 3, which clarifies that a college's Emergency Operations Plan must address any additional requirements established by TxSSC in consultation with TEA and relevant local law enforcement agencies.
CS (Local)	<b>REPLACE</b> policy	<b>INFORMATION SECURITY</b> Recommended revisions to this local policy address SB 1893, which prohibits certain social media applications and services on devices of a college, essentially codifying an earlier order issued by the governor. The bill requires a college to adopt a policy prohibiting the installation or use of Covered Social Media Applications on a government-owned or -leased device, with an exception. In addition, at Security Breach Notification, recommended revisions to this local policy address SB 271, which amends provisions that address the notification a state agency must submit to DIR related to a security incident, as defined by law.
CU (Local)	<b>ADD</b> policy	<b>RESEARCH</b> This new recommended local policy addresses SB 1565, which requires a community college board to establish a policy framework promoting Research Security while mitigating foreign espionage and interference risks. The bill also requires the board to designate a research security officer. The research security officer reflected in the policy was submitted by the college.
DAA (Local)	<b>ADD</b> policy	<b>EMPLOYMENT OBJECTIVES: EQUAL EMPLOYMENT OPPORTUNITY</b> This new recommended local policy addresses SB 17, which prohibits Diversity, Equity, and Inclusion Initiatives for employees of a college, with limited exceptions. The bill takes effect on January 1, 2024.
DEC (Local)	<b>REPLACE</b> policy	<b>COMPENSATION AND BENEFITS: LEAVES AND ABSENCES</b> Recommended revisions to this local policy address HB 1486, which applies existing mental health leave provisions applicable to peace officers to telecommunicators. The language alters existing Mental Health Leave language to now include full-time telecommunicators. In addition, at Line of Duty Illness or Injury Leave, recommended revisions to this local policy address HB 471, which requires colleges to provide police officers and emergency medical services personnel a leave of absence for illness or injury related to the person's line of duty. The specific details in this section reflect choices submitted by the college.

		Additional recommended changes have been made to conform to TASB style.
DH (Local)	<b>REPLACE</b> policy	<b>EMPLOYEE STANDARDS OF CONDUCT</b> At Ethical Standards, the link has been updated, as well as the corresponding footnote.
EBA (Local)	<b>REPLACE</b> policy	<b>ALTERNATE METHODS OF INSTRUCTION: DISTANCE EDUCATION</b> Recommended revisions to this local policy were made to reflect changes in the Administrative Code.
ECC (Local)	<b>REPLACE</b> policy	<b>INSTRUCTIONAL ARRANGEMENTS: COURSE LOAD AND SCHEDULES</b> Recommended revisions to this local policy address HB 8, which prohibits a college from counting toward the drop limit a Course Dropped During a Bachelor's Program that a student ultimately earned or a Dual Credit or Dual Enrollment Course a student dropped before graduating from high school.
FA (Local)	<b>ADD</b> policy	<b>EQUAL EMPLOYMENT OPPORTUNITY</b> This new recommended local policy addresses SB 17, which prohibits Diversity, Equity, and Inclusion Initiatives for students of a college, with limited exceptions. The bill takes effect on January 1, 2024.
FAA (Local)	<b>ADD</b> policy	<b>EQUAL EDUCATIONAL OPPORTUNITY: PREGNANT AND PARENTING STUDENTS</b> This new recommended local policy addresses multiple bills, including: <ul style="list-style-type: none"> <li>• SB 412, which provides enrollment protections and required accommodations for pregnant and parenting students. The bill applies beginning Spring 2024;</li> <li>• SB 459, which requires colleges to provide early registration for pregnant and parenting students if the opportunity is provided to another group of students; and</li> <li>• HB 1361, which requires each college to designate an employee to serve as a liaison for current and incoming students who are parents or guardians of minors.</li> </ul>
FFDA (Local)	<b>REPLACE</b> policy	<b>FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION: SEX AND SEXUAL VIOLENCE</b> In the Note, a cross reference to FAA(LEGAL), which now addresses Pregnant and Parenting Students, has been recommended.
FLB (Local)	<b>REPLACE</b> policy	<b>STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT CONDUCT</b> At Misuse of Technology, a reference at list item #6 to "emails and websites" is recommended to be broadened to "electronic means" to incorporate other forms of technology, such as mobile applications.
GCB (Local)	<b>REPLACE</b> Policy	<b>PUBLIC INFORMATION PROGRAM: REQUESTS FOR INFORMATION</b>

		Recommended revisions to this local policy address HB 3033, which permits a college to designate up to 10 Nonbusiness Days each calendar year for the purpose of complying with the PIA.
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**RECOMMENDATION:** That the Board of Trustees add, revise, and/or delete Local policies as indicated above and as recommended by Cabinet and by TASB Policy Service Update #46.

**ATTACHMENT:** Update #46 Local Policy Comparison Packet

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**SUBMITTED BY:** Paul Williams  
Executive Director, Human Resources



## (LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

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

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

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

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

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529	800.580.1488

BOARD MEMBERS  
ORIENTATION AND TRAINING

BBD  
(LOCAL)

**Orientation**

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

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

**Annual Training Plan**

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

**Cybersecurity  
Training**

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

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

BOARD MEMBERS  
ORIENTATION AND TRAINING

BBD  
(LOCAL)

**Public Information  
Coordinator Act  
Training**

~~The College  
President~~After  
Election or  
After a Violation  
Appointment

The College President or designee shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the Public Information Act (PIA) training specified by Government Code 552.012- to be completed no later than the 90th day after the member takes the oath of office.

A Board member who receives written notice from the attorney general that the member must complete the PIA training described by Section 552.012 following the College District's failure to comply with a PIA requirement shall complete the training within the time-lines described in law.

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**Note:** For employee, student, and community use of College District technology resources, see CR. [For information security, see CS.](#)

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**Technology Resources**

For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.

**Availability of Access**

Access to the College District’s technology resources, including the internet, shall be made available to Board members primarily for official duties and in accordance with administrative regulations.

*Limited Personal Use*

Limited personal use of the College District’s technology resources shall be permitted if the use:

1. Imposes no tangible cost on the College District; and
2. Does not unduly burden the College District’s technology resources.

**Acceptable Use**

A Board member shall be required to acknowledge receipt and understanding of the user agreement governing use of the College District’s technology resources and shall agree in writing to allow monitoring of his or her use. Noncompliance may result in suspension of access or termination of privileges. Violations of law may result in criminal prosecution.

**Monitored Use**

Electronic mail transmissions and other use of the College District’s technology resources by a Board member shall not be considered private. ~~The College President~~ [The College President](#) or designee shall be authorized to monitor the College District’s technology resources at any time to ensure appropriate use.

**Disclaimer of Liability**

The College District shall not be liable for a Board member’s inappropriate use of technology resources, violations of copyright restrictions or other laws, mistakes or negligence, or costs incurred. The College District shall not be responsible for ensuring the availability of the College District’s technology resources or the accuracy, appropriateness, or usability of any information found on the internet.

**Records Retention**

A Board member shall retain electronic records, whether created or maintained using the College District’s technology resources or using personal technology resources, in accordance with the College District’s record management program. [See BBE, CIA, and GCB]

ADMINISTRATIVE ORGANIZATION

BG  
(LOCAL)

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**Note:** For related information on diversity, equity, and inclusion initiatives, see CFE for contractor discipline, DAA for employees, DH for employee discipline, and FA for students.

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**Diversity, Equity,  
and Inclusion Office**

Except as required by federal law, the College District shall not:

1. Establish or maintain a diversity, equity, and inclusion office; or
2. Hire or assign an employee or contract with a third party to perform the duties of a diversity, equity, and inclusion office.

"Diversity, equity, and inclusion office" means an office, division, or other unit of the College District established for the purpose of:

1. Influencing hiring or employment practices at the College District with respect to race, sex, color, or ethnicity, other than through the use of color-blind and sex-neutral hiring processes in accordance with any applicable state and federal antidiscrimination laws;
2. Promoting differential treatment of or providing special benefits to individuals on the basis of race, color, or ethnicity;
3. Promoting policies or procedures designed or implemented in reference to race, color, or ethnicity, other than policies or procedures approved in writing by the College District's general counsel and the Coordinating Board for the sole purpose of ensuring compliance with any applicable court order or state or federal law; or
4. Conducting trainings, programs, or activities designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation, other than trainings, programs, or activities developed by an attorney and approved in writing by the College District's general counsel and the Coordinating Board for the sole purpose of ensuring compliance with any applicable court order or state or federal law.

**Exceptions**

Nothing in this section may be construed to limit or prohibit the College District or a College District employee from, for purposes of applying for a grant or complying with the terms of accreditation by an accrediting agency, submitting to the grantor or accrediting agency a statement that:

1. Highlights the College District's work in supporting first-generation college students, low-income students, or underserved student populations; or



ADMINISTRATIVE ORGANIZATION

BG  
(LOCAL)

2. Certifies compliance with state and federal antidiscrimination laws.

The prohibitions do not apply to:

1. Academic course instruction;
2. Scholarly research or a creative work by College District employees or students;
3. An activity of a student organization registered with or recognized by the College District;
4. Guest speakers or performers on short-term engagements;
5. A policy, practice, procedure, program, or activity to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity;
6. Data collection; or
7. Student recruitment or admissions.

PURCHASING AND ACQUISITION  
VENDOR RELATIONS

CFE  
(LOCAL)

**Diversity, Equity,  
and Inclusion  
Initiatives**

The College President or designee shall develop procedures addressing the discipline, up to and including termination, of a College District contractor who violates Education Code 51.3525(b)(1).  
[See BG, DAA, and FA]

SAFETY PROGRAM  
EMERGENCY PLANS AND ALERTS

CGC  
(LOCAL)

**Emergency  
Operations Plan**

In accordance with state requirements, the College District shall maintain a multihazard emergency operations plan that provides for appropriate employee training; adequate communications technology and infrastructure, including employee access to emergency communication devices; coordination with state and local entities; ~~and~~ implementation of a safety and security audit; ~~and any other requirements established by the Texas School Safety Center (TxSSC).~~

**Emergency  
Response and  
Evacuation  
Procedures**

In accordance with federal law, the College District shall maintain effective emergency response and evacuation procedures that can be implemented on short notice and that will ensure optimum safety for students and personnel.

**Emergency Alert  
System**

In accordance with state requirements, the College District shall maintain an emergency alert system that provides for timely notification to students, faculty, and staff of emergencies affecting the College District or its students and employees.

The College President is responsible for the security of the College District's information resources. The College President or designee shall develop procedures for ensuring the College District's compliance with applicable law.

**Information Security Officer**

The College President or designee shall designate an information security officer (ISO) who is authorized to administer the information security requirements under law. The College President or designee must notify the Department of Information Resources (DIR) of the individual designated to serve as the ISO.

**Information Security Program**

The College President or designee shall annually review and approve an information security program designed in accordance with law by the ISO to address the security of the information and information resources owned, leased, or under the custodianship of the College District against unauthorized or accidental modification, destruction, or disclosure. The program shall include procedures for risk assessment and for information security awareness education for employees when hired and an ongoing program for all users.

The information security program must be submitted biennially for review by an individual designated by the College President and who is independent of the program to determine if the program complies with the mandatory security controls defined by DIR and any controls developed by the College District in accordance with law.

**College District Website and Mobile Application Security**

The College President or designee shall adopt procedures addressing the privacy and security of the College District's website and mobile applications and submit the procedures to DIR for review.

The procedures must require the developer of a website or application for the College District that processes confidential information to submit information regarding the preservation of the confidentiality of the information. The College District must subject the website or application to a vulnerability and penetration test before deployment.

**Covered Social Media Applications**

The College President or designee shall adopt procedures prohibiting the installation or use of a covered application, as defined by law, on a device owned or leased by the College District and requiring the removal of any covered applications from the device.

**Exception**

The procedures shall permit the installation and use of a covered application for purposes of law enforcement and the development and implementation of information security measures. The procedures must address risk mitigation measures during the permitted

	use of the covered application and the documentation of those measures.
<b>Reports</b>	
Information Security Plan	The College District shall submit a biennial information security plan to DIR in accordance with law.
Effectiveness of Policies and Procedures	The ISO shall report annually to the College President on the effectiveness of the College District's information security policies, procedures, and practices in accordance with law and administrative procedures.
Security Incidents	The College District shall assess the significance of a security incident and report urgent incidents to DIR and law enforcement in accordance with law and, if applicable, DIR requirements.
<i>By the College District</i>	
Generally	
Security Breach Notification	Upon discovering or receiving notification of a breach of system security or a security incident, as defined by law, the College District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law.  The College District shall give notice by using one or more of the following methods:  <ol style="list-style-type: none"><li>1. Written notice.</li><li>2. Electronic mail, if the College District has electronic mail addresses for the affected persons.</li><li>3. Conspicuous posting on the College District's website.</li><li>4. Publication through broadcast media.</li></ol>
Monthly Reports	The College District must provide summary reports of security incidents monthly to DIR in accordance with the deadlines, form, and manner specified by law and DIR.
<i>By Vendors and Third Parties</i>	The College District shall include in any vendor or third-party contract the requirement that the vendor or third-party report information security incidents to the College District in accordance with law and administrative procedures.

**Research Security**

The College District shall promote the security of the College District's academic research so as to achieve the highest level of compliance with applicable ethical, legal, regulatory, contractual, and College District standards and requirements for securing and protecting the College District's research portfolios.

**Research Security  
Officer**

The director of infrastructure and information security shall serve as the research security officer (RSO) and shall be responsible for administering the College District's research security program consistent with law, this policy, and associated administrative procedures. The RSO shall maintain classified information, maintain controlled unclassified information, conduct foreign influence reporting, maintain the export control program, and coordinate the National Security Presidential Memorandum 33 (NSPM-33) requirements. The RSO shall also be the point of contact for communication with federal and state agencies on research security matters.

The RSO shall attend the annual academic security and counter exploitation program seminar offered by Texas A&M University.

**Research Security  
Program**

The RSO shall develop, administer, and annually review and approve a research security program designed in accordance with law and applicable standards to address the security of College District research against unauthorized disclosure or foreign interference. The program shall include procedures for risk assessment and mitigation, research security awareness education for employees when hired and periodically thereafter, and advising College District employees and officials on research security practices.

EMPLOYMENT OBJECTIVES  
EQUAL EMPLOYMENT OPPORTUNITY

DAA  
(LOCAL)

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**Note:** For complaints of discrimination, harassment, and retaliation targeting employees on the basis of a protected characteristic, see DIAA and DIAB.

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**Diversity, Equity,  
and Inclusion  
Initiatives**

Except as required by federal law, the College District shall not:

1. Compel, require, induce, or solicit any person to provide a diversity, equity, and inclusion statement or give preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement;
2. Give preference on the basis of race, sex, color, ethnicity, or national origin to a participant in any College District function; or
3. Require as a condition of enrolling at the College District or performing any College District function any person to participate in diversity, equity, and inclusion training that references race, color, ethnicity, gender identity, or sexual orientation, unless it was developed by an attorney and approved in writing by the College District's general counsel and the Coordinating Board for the sole purpose of ensuring compliance with any applicable court order or state or federal law.

**Exceptions**

Nothing in this section may be construed to limit or prohibit the College District or a College District employee from, for purposes of applying for a grant or complying with the terms of accreditation by an accrediting agency, submitting to the grantor or accrediting agency a statement that:

1. Highlights the College District's work in supporting first-generation college students, low-income students, or underserved student populations; or
2. Certifies compliance with state and federal antidiscrimination laws.

The prohibitions do not apply to:

1. Submitting a statement as part of a grant application or to comply with the terms of accreditation that highlights the College District's work in supporting first-generation college students, low-income students, or underserved student populations, or that certifies compliance with state and federal antidiscrimination laws;
2. Academic course instruction;
3. Scholarly research or a creative work by College District employees or students;

EMPLOYMENT OBJECTIVES  
EQUAL EMPLOYMENT OPPORTUNITY

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(LOCAL)

4. An activity of a student organization registered with or recognized by the College District;
5. Guest speakers or performers on short-term engagements;
6. A policy, practice, procedure, program, or activity to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity;
7. Data collection; or
8. Student recruitment or admissions.

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**Note:** For related information on diversity, equity, and inclusion initiatives, see BG for diversity, equity, and inclusion offices, CFE for contractor discipline, DH for employee discipline, and FA for students.

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COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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**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).

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**Leave  
Administration**

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

**Definitions**

The term “immediate family” is defined as:

Immediate Family

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

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

Family Emergency

The term “family emergency” shall be limited to disasters and 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 shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

Academic Year

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

Catastrophic Illness  
or Injury

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

earned by that employee and to lose compensation from the College District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

**Earning Leave**

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

**Deductions**

*Leave Without Pay*

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

*Leave Proration*

*Employed for  
Less Than Full  
Year*

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

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

*Employed for Full  
Year*

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

**Medical Certification**

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

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Sick Leave**

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

Sick leave shall accumulate to a maximum of 480 hours.

Sick leave shall only be used for the following:

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

**Sick Leave Bank**

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

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

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

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

**Appeal**

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Leave for Certain  
Law Enforcement  
and EMS Personnel**

**Mental Health  
Leave ~~for Peace  
Officers~~**

A College District peace officer **or a full-time telecommunicator, as defined by law**, who experiences a traumatic event in the scope of employment shall be granted a maximum of ~~ten~~**10** days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

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

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

**Quarantine Leave  
~~for Peace Officers  
and Emergency  
Medical  
Technicians~~**

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

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

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

**Line of Duty Illness  
or Injury Leave**

**Following a leave of absence with full pay as required by law, the College District shall extend the leave of absence for a police officer's or emergency medical services personnel's line of duty illness or injury in accordance with medical certification and administrative regulations.**

**The extended leave of absence shall not exceed 10 workdays.**

**The extended leave of absence shall be taken with no loss of pay.**

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

In accordance with law, following an extended leave of absence, the police officer or emergency medical services personnel may use accumulated leave.

**Family and Medical Leave**

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

Twelve-Month Period

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

Combined Leave for Spouses

When both spouses are employed by the College District, the College District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The College District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

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

Certification of Leave

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

Fitness-for-Duty Certification

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

**Personal Leave**

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

Personal leave shall be noncumulative.

Request for Personal Leave

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

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

**Vacation Leave**

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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

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

Accrual of earned vacation leave shall occur each pay period.

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

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

Request for  
Vacation Leave

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

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

Special Vacation  
Circumstances

The following special vacation circumstances shall apply:

1. Employees paid by grant funds: In the event a grant is not renewed or a grant employee is terminated toward the end of a grant year, the payment of unused earned vacation leave shall be contingent upon available funds.
2. Maintenance, food services, and dorm personnel vacations: Supervisors shall preschedule employees around Christmas and spring breaks to ensure that work scheduling and tasks

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

may be accomplished without negatively impacting operational requirements and planning.

Payment Upon  
Separation of  
Employment

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

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

**Development Leave**

A faculty member [see definition at DEC(LEGAL) Development Leaves of Absence] may be granted faculty development leave for study, research, writing, field observations, or other suitable purpose.

Eligibility

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

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

Application

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

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



COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

5. Any other information deemed appropriate by the College President.

**Approval Procedure** A development leave committee shall be elected annually from the general faculty membership on a date determined by the College President to be no later than the application deadline. The committee shall be composed of ~~ten~~10 members and shall elect a chair during the first meeting. The chair shall be responsible for scheduling and presiding over each meeting of the committee.

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

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

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

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

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

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

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

**Workers'  
Compensation**



COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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**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.

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

No Paid Leave  
Offset

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

**Court Appearances**

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

**Unpaid Leave of  
Absence**

An employee may apply for a leave of absence without pay or benefits for a duration of no more than one calendar year to pursue academic interests including paid association with another academic institution, a foundation, or a commercial or business entity. An employee granted a leave of absence shall have the expectation of at least a one-year contract at the same level and under the same conditions as that of the contract held at the beginning of the leave at the College District. An employee who decides not to return to the College District at the end of the leave of absence shall give at least 90 days' notice. An employee requesting a leave of absence shall follow the same procedures as one who applies for development leave.

## EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

All College District employees shall perform their duties in accordance with state and federal law, College District policy, and ethical standards.

All College District personnel shall recognize and respect the rights of students, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the College District.

Employees wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

### **Ethical Standards**

The College District holds all employees to the ethical standards expressed in the [Texas Community College Teachers Association Code of Professional Ethics \(PDF\)](#) [Texas Community College Teachers Association Code of Professional Ethics \(PDF\)](#).<sup>1</sup>

### **Violations**

Employees shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as College District employees. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCC, DIAA, and DM series]

### **Electronic Media**

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs (blogs), electronic forums (chat rooms), video-sharing websites, editorial comments posted on the internet, and social network sites. Electronic media also includes all forms of telecommunication, such as landlines, cell phones, and web-based applications.

#### **Record Retention**

An employee shall comply with the College District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CIA and GCB]

#### **Personal Use**

Employees shall be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media violates state or federal law or College District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

### **Safety Requirements**

All employees shall adhere to College District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

### **Tobacco and E-cigarettes**

An employee shall not use tobacco products or e-cigarettes on College District property, in College District vehicles, or at College

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

District-related activities, unless authorized by the College President or designee. [See FLBD]

An employee shall not give or sell tobacco products or e-cigarettes to a person in violation of law.

**Alcohol and Drugs**

A copy of this policy, the purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.

Employees shall be prohibited from using, possessing, controlling, manufacturing, transmitting, distributing, dispensing, selling, or being under the influence of any of the following substances while conducting College District business or while on College District property, in College District vehicles, or at College District-related activities, whether during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any performance-enhancing substance, including steroids.
5. Any designer drug.
6. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.

The transmittal, sale, or attempted sale of what is represented to be any of the above-listed substances shall also be prohibited under this policy.

An employee need not be legally intoxicated to be considered “under the influence” of alcohol.

**Exceptions**

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, controls, sells, transmits, distributes, or dispenses a substance listed above as part of the employee’s job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use;

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian;
4. Cultivates, possesses, transports, or sells hemp as authorized by law; or
5. Possesses, sells, or distributes Dextromethorphan.

Paraphernalia

The use, possession, control, manufacture, transmission, distribution, dispensation, or sale of paraphernalia related to any prohibited substance is prohibited.

Notice

Each employee shall be given a copy of the College District's notice regarding a drug-free workplace. [See DI(EXHIBIT)]

**Arrests, Indictments, Convictions, and Other Adjudications**

An employee shall notify the employee's immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony or any offense involving moral turpitude.

Moral Turpitude

Moral turpitude includes but is not limited to:

1. Dishonesty, fraud, deceit, theft, or misrepresentation;
2. Deliberate violence;
3. Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
4. Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
5. Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if any two or more acts are committed within any 12-month period; or
6. Acts constituting abuse under the Texas Family Code.

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<sup>1</sup> Texas Community College Teachers Association Code of Professional Ethics (PDF): <http://www.tecta.org/wp-content/uploads/2016/01/TCCTA-Ethics.pdf><https://drive.google.com/file/d/1hOLs-YhIWH4ccH7VtAM-wks2GGy9KogIIR/view>

ALTERNATE METHODS OF INSTRUCTION  
DISTANCE EDUCATION

EBA  
(LOCAL)

The College District shall offer distance education courses and programs in accordance with:

- Applicable law;
- Coordinating Board regulations and guidelines, including the Principles of Good Practice for ~~Academic Degree and Certificate Programs and Credit Courses Offered Electronically~~Distance Education;
- ~~Policies~~Principles, policies, and guidelines of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC); and
- College District policies and procedures.

The College President shall develop procedures to implement this policy.

INSTRUCTIONAL ARRANGEMENTS  
COURSE LOAD AND SCHEDULES

ECC  
(LOCAL)

**Work Load**

The normal work load for the fall or spring semester shall be ~~45~~15 semester hours. Work loads in excess of ~~46~~16 semester hours shall require approval by the ~~vice president of academic services~~ vice president of academic services. The maximum work load shall be no more than ~~24~~21 semester hours.

The normal work load for the summer session shall be ~~six semester hours for each six-week term or 12~~six semester hours for each six-week term or 12 semester hours for a full summer semester. Work loads in excess of ~~six~~six semester hours per term or ~~12~~12 semester hours per summer semester shall require approval by the ~~vice president of academic services~~ vice president of academic services. The maximum summer credit hours earned shall be ~~eight~~eight semester hours for one term or ~~46~~16 semester hours for a full summer semester.

**Limitation on  
Number of Dropped  
Courses**

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

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

Exceptions ~~for~~  
*Good Cause*

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

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

INSTRUCTIONAL ARRANGEMENTS  
COURSE LOAD AND SCHEDULES

ECC  
(LOCAL)

7. A change in the student's work schedule that is beyond the student's control and affects the student's ability to satisfactorily complete the course; or
8. A disaster declared by the governor that prevents or limits in-person course attendance for a period determined by the College District, in accordance with law, to significantly affect the student's ability to participate in coursework.

~~Exception for~~  
~~Reenrolled~~  
~~Students~~

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

~~Exception for~~  
~~Course Dropped~~  
~~During a~~  
~~Bachelor's~~  
~~Program~~  
~~Dual Credit or~~  
~~Dual Enrollment~~  
~~Course~~

A course dropped by a student while pursuing a bachelor's degree that the student ultimately earned may not be counted toward the limit on the number of dropped courses.

COVID-19  
Pandemic

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

Procedures

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

**Diversity, Equity,  
and Inclusion  
Initiatives**

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**Note:** For complaints of discrimination, harassment, and retaliation on the basis of a protected characteristic, see FFDA and FFDB.

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Except as required by federal law, the College District shall not:

1. Compel, require, induce, or solicit any person to provide a diversity, equity, and inclusion statement or give preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement;
2. Give preference on the basis of race, sex, color, ethnicity, or national origin to a participant in any College District function; or
3. Require as a condition of enrolling at the College District or performing any College District function any person to participate in diversity, equity, and inclusion training that references race, color, ethnicity, gender identity, or sexual orientation, unless it was developed by an attorney and approved in writing by the College District's general counsel and the Coordinating Board for the sole purpose of ensuring compliance with any applicable court order or state or federal law.

**Exceptions**

The prohibitions do not apply to:

1. Academic course instruction;
2. Scholarly research or a creative work by College District employees or students;
3. An activity of a student organization registered with or recognized by the College District;
4. Guest speakers or performers on short-term engagements;
5. A policy, practice, procedure, program, or activity to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity;
6. Data collection; or
7. Student recruitment or admissions.

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**Note:** For related information on diversity, equity, and inclusion initiatives, see BG for diversity, equity, and inclusion offices, CFE for contractor discipline, DAA for employees, and DH for employee discipline.

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EQUAL EDUCATIONAL OPPORTUNITY  
PREGNANT AND PARENTING STUDENTS

FAA  
(LOCAL)

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**Note:** For complaints of discrimination, harassment, and retaliation on the basis of sex or gender, see FFDA. For all other discrimination, harassment, and retaliation complaints related to this policy, see FFDB.

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**Procedures**

The College President or designee shall develop procedures addressing protections and accommodations, consistent with law, for students who are pregnant or parenting, including procedures addressing early registration and leaves of absence.

**Liaison**

The College President shall designate a pregnant and parenting students liaison for current or incoming students at the institution who are the parents or guardians of children younger than 18 years of age. The liaison shall provide the students information regarding support services and other available resources and serve as the point of contact for a student requesting a protection or accommodation under Education Code 51.982. The liaison's contact information shall be included in the procedures described above.

**Publication**

The procedures and the liaison's contact information shall be published in the student and employee handbooks and posted on the College District's website.

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

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**Statement of  
Nondiscrimination**

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

**Definitions**

*Discrimination*

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

*Sexual Harassment  
By an Employee*

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

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

*By Others*

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

*Sexual Violence*

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

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<i>Dating Violence</i>	<p>“Dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party’s statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.</p>
<i>Domestic Violence</i>	<p>“Domestic violence” means violence committed by:</p> <ul style="list-style-type: none"><li>• A current or former spouse or intimate partner of the victim;</li><li>• A person with whom the victim shares a child in common;</li><li>• A person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;</li><li>• Any other member of the victim’s family as defined by state law;</li><li>• Any other current or former member of the victim’s household as defined by state law;</li><li>• A person in a dating relationship with the victim as defined by state law; or</li><li>• 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.</li></ul>
<i>Stalking</i>	<p>“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person’s safety or the safety of others or suffer substantial emotional distress.</p> <p>For the purposes of this definition:</p> <ol style="list-style-type: none"><li>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.</li><li>2. “Reasonable person” means a reasonable person under similar circumstances and with similar identities to the victim.</li></ol>
<i>Examples</i>	<p>Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; rape; sexual assault as defined by law; sexual battery; sexual</p>

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coercion; and other sexually motivated conduct, communications, or contact.

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

Gender-Based  
Harassment

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

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

*Examples*

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

Prohibited Conduct

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

Complainant

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

Respondent

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

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Confidential  
Employee

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

**Reporting  
Procedures**

Student Report

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

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

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

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

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

*Exception*

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

Employee Report

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

A report against the ~~College President~~College President must also be made directly to the Board. If a report is made directly to the

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	Board, the Board shall appoint an appropriate person to conduct an investigation.
<i>Exceptions</i>	
Disclosure at Event	A person who received the information solely from a disclosure at a sexual harassment, sexual assault, dating violence, or stalking public awareness event sponsored by a postsecondary educational institution or by a student organization affiliated with the institution is not required to report the prohibited conduct unless the person has the authority to institute corrective measures on behalf of the College District.
Employee Subject to Confidentiality Rules	Absent the student's consent, or unless required by law, a confidential employee shall only be required to disclose the type of incident reported and may not disclose information that would violate the student's expectation of privacy. If multiple confidential employees receive information about the same alleged incident, then only one report disclosing the type of incident must be submitted.
Peace Officer	A College District peace officer who received information regarding the incident from a student who chooses to complete a pseudonym form as described by law shall only be required to disclose the type of incident reported and may not disclose the student's name, phone number, address, or other information that may directly or indirectly reveal the student's identity.
Prior Report	A person who has either learned of an incident of prohibited conduct during the course of the College District's review or process, or has confirmed with the person or office overseeing the review or process that the incident has been previously reported, is not required to report the prohibited conduct.
<b>Title IX Coordinator</b>	Reports of discrimination based on sex, including sexual harassment and gender-based harassment, may be directed to the Title IX coordinator. The College District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, and related state and federal laws:  Title IX Coordinator: <del>Adam Finley, Executive Dean of Enrollment Management and Registrar</del> Adam Finley, Executive Dean of Enrollment Management and Registrar  Address: <del>225 College Park Drive, Weatherford, TX 76086</del> 225 College Park Drive, Weatherford, TX 76086  Telephone: <del>(817) 599-8831</del> (817) 598-8831

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Email: ~~Title IX Coordinator email<sup>1</sup>~~ [Title IX Coordinator email<sup>2</sup>](#)

Webpage: ~~Title IX/Sexual Misconduct webpage<sup>3</sup>~~ [Title IX/Sexual Misconduct webpage<sup>4</sup>](#)

**Responsible Employees**

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

**Timely Reporting**

A failure to immediately report prohibited conduct may impair the College District's ability to investigate and address the conduct.

**Consolidate Reports**

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

**Advisor**

Each party to the complaint may be assisted by an advisor of the party's choice who may participate in the proceedings in a manner consistent with College District procedures.

**Conflict of Interest Prohibited**

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

**Training**

A person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law and College District procedures.

**Days**

"Days" shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

**Extension of Timelines**

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

**Investigation of the Report**

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

**Initial Assessment**

Upon receipt or notice of a report, the Title IX coordinator shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the Title IX coordinator shall promptly offer supportive measures to the complainant. The Title IX coordinator shall explain the process for filing a formal com-



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plaint and assess any request not to investigate. If the College District moves forward with the investigation, the Title IX coordinator shall immediately provide notice to the known parties to the complaint.

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

*Request Not to Investigate*

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

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

Formal Complaint

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

Notice to Parties

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

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

Informal Resolution

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



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	available in situations where an employee is alleged to have sexually harassed a student.
Formal Resolution	If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation, except as provided below at Criminal or Regulatory Investigation.
Supportive Measures	If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to address prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive measures include academic accommodations, such as extensions of deadlines or other course-related adjustments and modifications of class schedules; housing and dining modifications; temporary removal from an education program or activity in accordance with law; counseling; health services; campus escort services; mutual restrictions on contact between the parties; and increased security and monitoring of certain areas of the campus.
College District Investigation	<p>The investigation may be conducted by the Title IX coordinator or designee or by a third party designated by the College District, such as an attorney.</p> <p>The investigation may consist of personal interviews with the complainant, the respondent, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p> <p>The parties shall be provided an equal opportunity to present witnesses and evidence and to inspect and review any directly related evidence obtained by the College District so that the parties may meaningfully respond during the investigation process. The parties expected to participate in an investigative interview or other meeting shall be provided written notice in enough time to prepare to participate.</p> <p>At least ten days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.</p>
Criminal or Regulatory Investigation	If a law enforcement or regulatory agency notifies the College District that a criminal or regulatory investigation has been initiated, the College District shall confer with the agency to determine if the

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

**Concluding the Investigation**

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

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

**Notification of the Report**

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

**College District Action**

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

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

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

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within five days following the hearing and submit the determination to the parties simultaneously.

Disciplinary or  
Corrective Action

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

Examples of disciplinary or corrective action may include:

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

*Exception*

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

*Improper  
Conduct*

If the ~~assistant vice president of student services~~ assistant vice president of student services or designee determines that improper conduct occurred that did not rise to the level of prohibited conduct,

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the College District may take disciplinary action in accordance with College District policy and procedures or other corrective action reasonably calculated to address the conduct.

**Dismissal of Complaint**

**Mandatory Dismissal**

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

**Permissive Dismissal**

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

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

**Notice of Dismissal**

Upon dismissal of a complaint, the Title IX coordinator or the ~~assistant vice president of student services~~ assistant vice president of student services or designee shall provide the parties written notice of the dismissal.

**Confidentiality**

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

**Retaliation**

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

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

**Examples**

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

**Failure to Report and False Claims**

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

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<b>Appeal</b>	If the <del>assistant vice president of student services</del> assistant vice president of student services or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the <del>College President</del> College President. A conference shall be scheduled within ten days of the notice of determination in accordance with FMA, beginning at Appeal to College District Administration.
Discipline or Corrective Action	
<i>Students</i>	
Suspension	
Expulsion	<del>If the assistant vice president of student services</del> If the assistant vice president of student services or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence collected during the investigation and hearing to the <del>College President</del> College President to schedule an expulsion hearing before the Board in accordance with FMA.
Other Action	If the <del>assistant vice president of student services</del> assistant vice president of student services or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the <del>assistant vice president of student services</del> assistant vice president of student services or designee shall inform the student that the student may appeal the determination within ten days in accordance with FMA, beginning at Appeal to College District Administration.
<i>Employee</i>	
Suspension Without Pay or Termination of Contract	<del>If the assistant vice president of student services</del> If the assistant vice president of student services or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the <del>assistant vice president of student services</del> assistant vice president of student services or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.
Employees	
Other Action	<del>If the assistant vice president of student services</del> If the assistant vice president of student services or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the <del>assistant vice president of student services</del> assistant vice president of student services or designee shall inform the employee that the employee may appeal the determination within ten days in accordance with DGBA, beginning at Level Three.
Other Appeals	All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]

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Complaints Filed with OCR	A party shall be informed of the party's right to file a complaint with the U.S. Department of Education Office for Civil Rights (OCR).
<b>Records Retention</b>	Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]
<b>Access to Policy, Procedures, and Related Materials</b>	Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to applicants for admission and employment and annually to College District employees, students, and parents or guardians of dual credit students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials and any materials used to train a person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator shall also be prominently published on the College District's website on a dedicated page accessible through a clear link on the homepage, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to a student who makes a report.

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<sup>1</sup> ~~Title IX Coordinator email: <mailto:afinley@wc.edu>~~

<sup>2</sup> Title IX Coordinator email: <mailto:afinley@wc.edu>

<sup>3</sup> ~~Title IX/Sexual Misconduct webpage: <https://wc.edu/current-students/policies-conduct/title-ix/>~~

<sup>4</sup> Title IX/Sexual Misconduct webpage: <https://wc.edu/current-students/policies-conduct/title-ix/>

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**Definitions**

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

**Student**

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

**Premises**

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

**Scholastic Dishonesty**

“Scholastic dishonesty” shall include, but not be limited to, cheating, plagiarism, and collusion.

“Cheating” shall include, but not be limited to:

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

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

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

**Disorderly Conduct**

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

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



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

**Responsibility**

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

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

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



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

**Prohibited Conduct**

Federal, State, and  
Local Law

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

Prohibited Weapons  
and Devices

Possession, distribution, sale, or use of firearms, location-restricted knives, clubs, knuckles, firearm silencers, or other prohibited weapons or devices in violation of law or College District policies and procedures shall be prohibited. [See CHF]

Drugs and Alcohol

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

Debts

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

Disruptions

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

Behavior Targeting  
Others

The following behavior targeting others shall be prohibited:

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

Property

The following behavior regarding property shall be prohibited:

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT CONDUCT

FLB  
(LOCAL)

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

Directives

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

Tobacco and  
E-cigarettes

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

Misuse of  
Technology

The following behavior regarding misuse of technology shall be prohibited:

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

Dishonesty

The following behavior regarding dishonesty shall be prohibited:

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT CONDUCT

FLB  
(LOCAL)

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

Gambling and Other  
Conduct

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

**Discipline**

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

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

**Publication**

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

PUBLIC INFORMATION PROGRAM  
REQUESTS FOR INFORMATION

GCB  
(LOCAL)

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

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

**Nonbusiness Days**

The College President may designate a day on which the College District's administrative offices are closed or operating with minimal staffing as a nonbusiness day for purposes of compliance with the PIA. The College President may designate at most 10 nonbusiness days each calendar year.

**Suspension of  
Public Information  
During a  
Catastrophe**

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

**Charging for  
Personnel Time**

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

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



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** February 8, 2024

**AGENDA ITEM # 4.d.**

**SUBJECT:** Sealed Bid for a Subscription for a Nursing Student Online Review & Preparation Solution for Associate Degree Nursing program students

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**INFORMATION AND DISCUSSION:** The Weatherford College Associate Degree Nursing program is taking steps to improve training and passing rates, effectively producing quality graduates. By initiating this online subscription to practice testing and review materials, it will give the students extra resources to build their knowledge for their required state board exam as well as increase the overall pass rate for Weatherford College. In order to meet this objective, WC has solicited sealed bids. A total of three (3) vendors submitted competitive sealed bids for the requested Subscription for a Nursing Student Online Review & Preparation Solution. Simple Nursing LLC, Assessment Technologies Institute LLC, and UWorld LLC have submitted bids that provide acceptable products that meet the specification. Simple Nursing LLC offers the best value. Funds of \$88,000 have been allocated for 2 years in the currently awarded NIGP grant that the ADN program received for the requested subscriptions.

After evaluation and review of the sealed bids, Dr. Marvella Starlin, ADN Program Director, Mrs. Jeanie Hobbs, Director of Purchasing, and Mrs. Deborah Terrell, Senior Buyer of Purchasing, recommend approval of Simple Nursing LLC on #SB-02-24 for a total of \$88,000.00 with year 1 being \$44,000.00 and year 2 being &\$44,000.00.

**RECOMMENDATION:** The Board of Trustees award sealed bid as presented.

**ATTACHMENTS:** Tabulation on sealed bids for Subscription for a Nursing Student Online Review & Preparation Solution

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

**SEALED BID No. SB-02-24 - Subscription for a Nursing Student Online Review & Preparation Solution**  
**Tabulation Sheet by Vendor**

**ATI - Leawood, KS - Vendor #DT015**

Vendor Number: DT015

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
1	150	EA	1 Year Premium Membership Subscription from approx. February 12, 2024 through February 11, 2025 SimpleNursing , Reference No. Nursing School or approved equivalent.	\$720.000	\$108,000.00		Assessment Technologies Institute LLC Optimal Solution		Product represents testing, remediaton, quizzes, tutorials, videos, simulations and case studies
2	125	EA	1 Year Membership Subscription from approx. February 12, 2024 through February 11, 2025 SimpleNursing , Reference No. NCLEX-RN or approved equivalent.	\$720.000	\$90,000.00		Assessment Technologies Institute LLC Optimal Solution		Product represents RN-NCLEX prep, comprehensive live review, virtual ATI, board vitals
3	150	EA	1 Year Premium Membership Subscription from approx. February 12, 2025 through February 11, 2026 SimpleNursing , Reference No. Nursing School or approved equivalent.	\$720.000	\$108,000.00		Assessment Technologies Institute LLC Optimal Solution		Product represents testing, remediaton, quizzes, tutorials, videos, simulations and case studies
4	125	EA	1 Year Membership Subscription from approx. February 12, 2025 through February 11, 2026 SimpleNursing , Reference No. NCLEX-RN or approved equivalent.	\$720.000	\$90,000.00		Assessment Technologies Institute LLC Optimal Solution		Product represents RN-NCLEX prep, comprehensive live review, virtual ATI, board vitals

**Items Bid On: 4**

**ATI - Leawood, KS    Total: \$396,000.00**

**SimpleNursing LLC - Las Vegas, NV - Vendor #DT016**

Vendor Number: DT016

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
1	150	EA	1 Year Premium Membership Subscription from approx. February 12, 2024 through February 11, 2025 SimpleNursing , Reference No. Nursing School or approved equivalent.	\$135.000	\$20,250.00		Simple Nursing Nursing School		AWARD
2	125	EA	1 Year Membership Subscription from approx. February 12, 2024 through February 11, 2025 SimpleNursing , Reference No. NCLEX-RN or approved equivalent.	\$190.000	\$23,750.00		Simple Nursing NCLEX-RN		AWARD

**SEALED BID No. SB-02-24 - Subscription for a Nursing Student Online Review & Preparation Solution  
Tabulation Sheet by Vendor**

**SimpleNursing LLC - Las Vegas, NV - Vendor #DT016**

Vendor Number: DT016

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
3	150	EA	1 Year Premium Membership Subscription from approx. February 12, 2025 through February 11, 2026 SimpleNursing , Reference No. Nursing School or approved equivalent.	\$135.000	\$20,250.00		Simple Nursing Nursing School		AWARD
4	125	EA	1 Year Membership Subscription from approx. February 12, 2025 through February 11, 2026 SimpleNursing , Reference No. NCLEX-RN or approved equivalent.	\$190.000	\$23,750.00		Simple Nursing NCLEX-RN		AWARD

**Items Bid On: 4**

**SimpleNursing LLC - Las Vegas, NV    Total: \$88,000.00**

**Uworld - Dallas, TX - Vendor #DT017**

Vendor Number: DT017

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
1	150	EA	1 Year Premium Membership Subscription from approx. February 12, 2024 through February 11, 2025 SimpleNursing , Reference No. Nursing School or approved equivalent.	\$409.000	\$61,350.00				Vendor states this item is redundant and not needed and their subscription to NCLEX provides both things in 1 product so we would only need items 2 and 4 for a total of \$122,700.00
2	125	EA	1 Year Membership Subscription from approx. February 12, 2024 through February 11, 2025 SimpleNursing , Reference No. NCLEX-RN or approved equivalent.	\$409.000	\$51,125.00				
3	150	EA	1 Year Premium Membership Subscription from approx. February 12, 2025 through February 11, 2026 SimpleNursing , Reference No. Nursing School or approved equivalent.	\$409.000	\$61,350.00				Vendor states this item is redundant and not needed and their subscription to NCLEX provides both things in 1 product so we would only need items 2 and 4 for a total of \$122,700.00

**SEALED BID No. SB-02-24 - Subscription for a Nursing Student Online Review & Preparation Solution**  
**Tabulation Sheet by Vendor**

**Uworld - Dallas, TX - Vendor #DT017**

Vendor Number: DT017

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
4	125	EA	1 Year Membership Subscription from approx. February 12, 2025 through February 11, 2026 SimpleNursing , Reference No. NCLEX-RN or approved equivalent.	\$409.000	\$51,125.00				
<b>Items Bid On: 4</b>							<b>Uworld - Dallas, TX</b>	<b>Total:</b>	<b>\$224,950.00</b>





**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** February 8, 2024

**AGENDA ITEM #4.e.**

**SUBJECT:** Buyboard Cooperative Contract #665-22 Quote from Power Lift on Weight Room Equipment in Durant Hall

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**INFORMATION AND DISCUSSION:** In order to purchase strength and conditioning equipment for the Vicki and Jerry Durant Hall, a Buyboard Cooperative contract quote was requested from Power Lift, a company who has extensive experience in equipment for top tier athletic strength and conditioning facilities across the nation.

The first-floor weight room will include weight racks and free weights that will allow whole teams to train safely and efficiently, while the second-floor cardio room will consist of treadmills, rowing machines, Peloton bikes and low-resistance strength equipment.

In order to comply with state law requirements for all products and services of \$50,000 or more to be approved by the Board of Trustees, it is being recommended by Mr. Bob McKinley, Athletic Director; Mr. Chris Nelson, Athletic Trainer; Mrs. Jeanie Hobbs, Director of Purchasing and Deborah Terrell, Senior Buyer to purchase this equipment through the Buyboard Cooperative Contract #665-22 for a total cost of \$211,555.23.

**RECOMMENDATION:** That the Board of Trustees award Buyboard Cooperative Contract #665-22 Quote from Power Lift as presented.

**ATTACHMENTS:** Buyboard Contract #665-22 Quote from Power Lift for Weight Room Equipment

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

# POWER LIFT®

Conner Athletic Products, Inc.  
P.O. Box 348  
Jefferson, IA 50129  
800-872-1543; Fax: 515-386-3220  
[www.power-lift.com](http://www.power-lift.com)

## QUOTE - Weatherford College Durant Hall V4 - FINAL

### Weatherford College Durant Hall

Quoted To:	Ship To:	TAX ID: Conner Athletic Products
Chris Nelson	Weatherford College - Durant Hall	BB# 665-22
817.598.8830	225 College Park Drive	
<a href="mailto:cnelson@wc.edu">cnelson@wc.edu</a>	Weatherford, TX 76086	

Sales Representative	Date	Prices Good Thru	Terms	Freight	
Shaun McPherson	1/19/2024	30 Days	Net 30	Best Way	
QTY	PART #	CODE	DESCRIPTION - Facility Renovation	UNIT PRICE	MSRP
					NET AMOUNT

### POWER LIFT

4	39375A	CPWRN-9SB	<b>9' Short Base Combo Power Rack - 52" (downstairs)</b> w/ 2x Dual Chin Bar set @ 9' Vegas Gold w/ 1x Dual chin physioball storage upgrade <b>w/ 2x "Rhino Hook" Bar Catches -UHMW - Gold Side Plate w/Coyote mo</b> <b>w/ Uprights - Holes ALL the WAY</b> w/ 4+3 Bumper Configuration w/ 2x Bar, Band & Chain Storage - Plast-X Dipped w/ NO Spotter Platforms <b>w/ Box KB &amp; Med Ball Tray Storage - Elongated Tray</b> <b>w/ Posts for Cabineer hooks on KB / MB Storage Post</b>	\$10,143.00	\$40,572.00	<b>\$32,094.00</b>
	11698B-UPGRADE	DGCH-PB-UP				
	32540A	RBC-UHMW-UP				
	17559A	UPR-UP9-CPWR				
	38905A-PAIR	KB-EXT-CPWR				
	CWS	CWS				
4	12751A	DGCH-2	w/ Custom Laser Engraved Chin Bar Logo - Coyotes black/white			
4	12751A	BDGCH-2	w/ Custom Laser Engraved Rear Dual Chin Logo - WC Coyote Logo			
		CUST	w/ Custom Rack Side Decal - Weatherford gold/white w/ matte black frame color / Vegas gold Logos / Vegas Gold Chin Bar			

### CUSTOM CONNECTING BRACES & RACK ATTACHMENTS

6	10568B	CBCH-C	<b>Custom Connecting Brace Chin Handle - 10'6" Centers</b> set at 8'6" w/ 3" Spheres / 1.5" Neutrals / 1.25" Neutrals / 1.75" Lat Bar w/ Vegas Gold Frame	\$1,399.00	\$8,394.00	<b>\$5,740.50</b>
		10568B**				
8	39201A	BSCR	<b>Combo Rack Band Attachments</b> Removable / Can be used Lower or Upper	\$289.00	\$2,312.00	<b>\$1,562.00</b>
2	52051A	BRR	<b>Battle Rope Ring</b>	\$149.00	\$298.00	<b>\$201.00</b>
4	50251A	HRA	<b>High Rotation Attachment - w/ Black wrinkle coat</b>	\$289.00	\$1,156.00	<b>\$780.00</b>
8	19505A	RUP	<b>Rotating Utility Pad - w/ Black Upholstery</b>	\$329.00	\$2,632.00	<b>\$1,778.00</b>

### BENCHES

12	60100B	PRO-PDBB	<b>Pro Multi-Angle Dumbbell Bench (8 downstairs + 4 up)</b> w/ Ability to Store Vertically inside or outside Rack w/ 0 - 90 Separate Back and Seat Adjustment w/ Hole to allow HRA (Landmine to attach) w/ Custom Headcover - WC Coyote logo	\$1,699.00	\$20,388.00	<b>\$14,676.00</b>
12	12751A	BENCH-3	w/ Custom Laser Engraved Bench Logos - Coyote Moon logo w/ Vegas Gold frame color / Black Upholstery			

### DB RACKS AND STORAGE

2	33210A	DKMSR	<b>4 Tier DB Rack - holds 20 pair</b> w/ All tiers saddles for DB w/ Matte black frame color & metallic gold PL decals	\$3,429.00	\$6,858.00	<b>\$4,704.00</b>
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### AUXILLARY EQUIPMENT - PULLEYS AND POSTERIOR CHAIN DEVELOPER

2	11904B	PCD	<b>Posterior Chain Developer</b> w/ Matte Black frame / Black Upholstery / Lever Arm - Gold	\$5,059.00	\$10,118.00	<b>\$7,116.00</b>
	13255A	PCD-2	w/ Custom Laser Engraved Logo - WC Coyote Logo w/ Custom Logo on PCD Leg - Weatherford Vertical Gold/white			

### Weatherford College Coyotes (cont.)

#### AUXILLARY EQUIPMENT - PULLEYS AND POSTERIOR CHAIN DEVELOPER

2	63410E	FSCP	<b>Free Standing Combo Pulley</b> <i>w/ seat for lat pull &amp; foot plate for low row</i> <i>w/ Additional Weight Added - 200lb (400lb total)</i> <i>w/ Weight Stack Band Peg</i> <i>w/ matte black frame &amp; WC Coyote Logo on shroud</i>	\$7,116.00	\$14,232.00	<b>\$9,682.00</b>
2	63556C	FSACC	<b>Free Standing Adjustable Cable Column</b> <i>w/ Removable T Bar for Seated Low Rows &amp; T Bar Storage Hole</i> <i>w/ Single Handle - 200lb (2:1 Weight Ratio)</i> <i>w/ D Rings &amp; Xtrax added for portection</i> <i>w/ Additional Weight Added - 200lb (400lb total)</i> <i>w/ Weight Stack Band Peg</i> <i>w/ Matte black frame &amp; WC Coyote Logo on shroud</i>	\$6,167.00	\$12,334.00	<b>\$8,400.00</b>
2	99691		<b>Tricep Rope Attachment</b>	\$49.00	\$98.00	<b>\$66.00</b>
2	99657		<b>Seated Row Chinning Attachment</b>	\$39.00	\$78.00	<b>\$53.00</b>
2	99699		<b>Wide Grip Row "D" Handle &amp; Str. Bar Attachment</b>	\$54.00	\$108.00	<b>\$73.00</b>
2	99764		<b>Triangle V-Handle - tricep handle</b>	\$29.00	\$58.00	<b>\$39.00</b>

#### CUSTOM LASER ENGRAVED BRANDING & LOGO SET-UP FEES

7	LOGOSET-UP		<b>Laser Engraved Logo Set-Up Fees</b> <i>w/ DGCH / RDGCH / CBCH-C / BENCH / PCD / PCD Leg/ RBC/Shroud</i>	<b>\$975.00</b>	\$0.00	<b>\$0.00</b>
1	LOGOSET-UP		<b>Laser Engraved Logo Set-Up Fees - Banner Signs</b> <i>w/ Banner Signs w/black face plate w/ WC Coyote Logo</i>	<b>\$300.00</b>	\$0.00	<b>\$0.00</b>
16	12770A	RBC-1	<b>Custom Laser Engraved Rhino Logo</b> <i>w/ Coyote Moon Logo</i>	<b>\$720.00</b>	\$0.00	<b>\$0.00</b>
8	12751A	DGCH-2	<b>Front Laser Engraved Dual Grip Chin Handle</b> <i>w/ Coyotes Verbiage Logo</i>	<b>\$384.00</b>	\$0.00	<b>\$0.00</b>
8	12751A	BDGCH-2	<b>Rear Laser Engraved Dual Grip Chin Handle</b> <i>w/ WC Coyote Logo</i>	<b>\$504.00</b>	\$0.00	<b>\$0.00</b>
12	12750A	BENCH-2	<b>Bench Side Laser Engraved Logo</b> <i>w/ Coyote Moon Logo</i>	<b>\$840.00</b>	\$0.00	<b>\$0.00</b>
2	13225A	PCD-2	<b>Laser Engraved PCD Side Logo</b> <i>w/ WC Coyote Head</i>	<b>\$136.00</b>	\$0.00	<b>\$0.00</b>

#### CUSTOM ELEVATED 3-D LASER ENGRAVED BRANDING FEES

6	39650A	BAN-DBL-3	<b>Double Sided Banner Sign - on connecting brace</b> <i>w/ Banner 3D Design - double sided (connecting braces 1-2 / 4-5)</i> <i>w/ Double Sided Design + 2 Full Color Logos - Black Face Plate</i> <i>w/ WC Coyote Logo</i>	<b>\$4,134.00</b>	\$0.00	<b>\$0.00</b>
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#### INTEK STRENGTH - Custom (6 Year Warranty)

64	IBCN-45-CC		<b>45lb Armor Olympic Training Bumper - Black</b> <i>w/ 8 per station</i>	\$299.00	\$19,136.00	<b>\$15,022.08</b>
24	IBCN-25-CC		<b>25lb Armor Olympic Training Bumper- Black</b> <i>w/ 3 per station</i>	\$189.00	\$4,536.00	<b>\$3,560.40</b>
16	IBCN-10		<b>10lb Armor Olympic Training Bumper- Black</b> <i>w/ 2 per station</i>	\$109.00	\$1,744.00	<b>\$1,368.96</b>
36	ITUTT-010		<b>10lb Armor Olympic Plate</b> <i>w/ 4 per station / 2 per PCD = 4</i>	\$49.00	\$1,764.00	<b>\$1,384.92</b>
16	ITUTT-005		<b>5lb Armor Olympic Plate</b> <i>w/ 2 per station</i>	\$24.50	\$392.00	<b>\$307.68</b>
16	ITUTT-002.5		<b>2.5lb Armor Olympic Plate</b> <i>w/ 2 per station</i>	\$12.50	\$200.00	<b>\$157.12</b>
4	ITUTT-045		<b>45lb Armor Urethane Olympic Plate - PCD</b> <i>w/ 2 per PCD (4)</i>	\$199.00	\$796.00	<b>\$624.88</b>
4	ITUTT-025		<b>25lb Armor Urethane Olympic Plate - PCD</b> <i>w/ 2 per PCD (4)</i>	\$119.00	\$476.00	<b>\$373.68</b>

Weatherford College Coyotes (cont.)					
Armor Urethane Dumbbells					
2	DBSUTSET005-050	Solid Urethane Dumbbell Set + Logo (5lb - 50lb)	\$4,824.00	\$9,648.00	\$7,573.68
2	DBSUT-PR-017.5	Solid Urethane Dumbbell Pair (17.5lbs) + Logo	\$368.00	\$736.00	\$577.76
2	DBSUT-PR-022.5	Solid Urethane Dumbbell Pair (22.5lbs) + Logo	\$474.00	\$948.00	\$744.18
2	DBSUT-PR-027.5	Solid Urethane Dumbbell Pair (27.5lbs) + Logo	\$534.00	\$1,068.00	\$838.38
2	DBSUT-PR-032.5	Solid Urethane Dumbbell Pair (32.5lbs) + Logo	\$568.00	\$1,136.00	\$891.76
2	DBSUT-PR-037.5	Solid Urethane Dumbbell Pair (37.5lbs) + Logo	\$606.00	\$1,212.00	\$951.42
1	DBSUTSET055-100	Solid Urethane Dumbbell Set + Logo (55lb - 100lb)	\$8,290.00	\$8,290.00	\$6,507.65
Cast Iron Kettlebells - stored on trays at rack					
4	KBC-010	10lb Black Cast Iron Kettlebell - Rubber Base	\$32.00	\$128.00	\$100.48
4	KBC-015	15lb Black Cast Iron Kettlebell - Rubber Base	\$48.00	\$192.00	\$150.72
4	KBC-020	20lb Black Cast Iron Kettlebell - Rubber Base	\$64.00	\$256.00	\$200.96
4	KBC-025	25lb Black Cast Iron Kettlebell - Rubber Base	\$80.00	\$320.00	\$251.20
4	KBC-035	35lb Black Cast Iron Kettlebell - Rubber Base	\$111.00	\$444.00	\$348.54
4	KBC-045	45lb Black Cast Iron Kettlebell - Rubber Base	\$143.00	\$572.00	\$449.04
Custom Bars & Logo Fees					
8	OPBR-HC CUST	7' Hard Chrome Power / OLY Bar - 20kg -Custom End <i>w/ Custom Logo Coyote Moon Logo</i>	\$529.00	\$4,232.00	\$3,322.16
2	SOEZ-CP	Olympic Hard Chrome EZ Curl Bar	\$260.00	\$520.00	\$408.20
1	CLSE	Custom Logo SetUp Fee	\$350.00	\$350.00	\$350.00
160	CUSDBLOGO	Custom Dumbbell Logo (per logo) - WC Coyote Logo	\$15.00	\$2,400.00	\$2,400.00
10	CUSBARLOGO	Custom Barbell Endcap Logo (Both Sides/Bar) - Coyote Moon	\$25.00	\$250.00	\$250.00
POWER BLOCK					
4	505-00120-01	Commercial Pro 50 Set - on stand w/ wheels	\$1,238.00	\$4,952.00	\$4,209.00
POWER SYSTEMS					
4	80113	Versa Ball PRO Stability Ball - 65cm - Black	\$54.50	\$218.00	\$192.00
PERFORM BETTER					
8	1004-01-Regular-Black	Economy Balance Pad	\$44.95	\$359.60	\$315.60
10	1235-01-Pack-Light-Yellow	PB Extreme Mini-Bands (Light) - 10 pack	\$29.95	\$299.50	\$263.50
4	1235-02-Pack-Medium-Green	PB Extreme Mini-Bands (Medium) - 10 pack	\$31.95	\$127.80	\$112.80
4	4072-07	Padded Velcro Ankle Straps (adjustable cable columns)	\$29.95	\$119.80	\$105.80
2	3619-25	The Cat Agility Belt (Keiser Functional Trainer or ACC)	\$54.95	\$109.90	\$96.90
2	4086-Black	First Place 1 1/2" Training Rope - 50' Black	\$164.95	\$329.90	\$289.90
2	4087-Black	First Place 2" Training Rope - 50' Black	\$254.95	\$509.90	\$448.90
20	3429-01	First Place Lightning Rope	\$12.95	\$259.00	\$228.00
4	4035-01	Olympic Combo Hex Bar - Hard Chrome (extra storage) <i>w/ 10" sleeves, 56"L x 25" W / 53lb unloaded</i> <i>w/ two-tier handle (elevated handles)</i>	\$199.95	\$799.80	\$759.80
8	2251-06	Stick Mobility Training Sticks - 6'	\$89.95	\$719.60	\$632.60
2	3813-04	PB Extreme Interval Timer	\$259.95	\$519.90	\$457.90
4	1001-Pro	Bosu Balance Trainer Pro	\$194.95	\$779.80	\$684.80
2	4077-M	4" Leather Weight Lifting Belt - Medium	\$29.95	\$59.90	\$52.90
4	4077-L	4" Leather Weight Lifting Belt - Large	\$29.95	\$119.80	\$105.80
2	4077-XL	4" Leather Weight Lifting Belt - Extra Large	\$29.95	\$59.90	\$52.90
3	3402-Black	PB Extreme Foam Plyo Box Set (3" - 6" -12" 18" - 24") - Black <i>w/ velcro sides &amp; Black Color / Boxes are have #'s</i>	\$1,379.00	\$4,137.00	\$3,640.98
1	4061-01	PB Extreme Fixed Straight Urethane Barbell Set 20-110lb	\$3,195.00	\$3,195.00	\$2,652.00
1	4061-03-Black	PB Extreme Fixed Barbell Rack - Black	\$349.00	\$349.00	\$290.00
Weatherford College Coyotes (cont.)					
DYNAMAX MEDICINE BALLS (stored on trays & CB)					
4	25LB-STANDARD	25lb Standard Medicine Ball - Color TBD + Logo	\$165.00	\$660.00	\$527.00
4	20LB-STANDARD	20lb Standard Medicine Ball - Color TBD + Logo	\$140.00	\$560.00	\$447.00
4	16LB-STANDARD	16lb Standard Medicine Ball - Color TBD + Logo	\$127.00	\$508.00	\$405.00

4	10LB-STANDARD	10lb Standard Medicine Ball - Color TBD + Logo	\$110.00	\$440.00	<b>\$351.00</b>
4	8LB-STANDARD	8lb Standard Medicine Ball- Color TBD + Logo	\$105.00	\$420.00	<b>\$340.00</b>
20	CUSTLOGO	Custom Logos - WC Coyote Head	\$0.00	\$0.00	<b>\$0.00</b>
<b>MARATHON FITNESS</b>					
2	AS-ARE	Assault Fitness AirRunner Elite	\$4,799.00	\$9,598.00	<b>\$9,021.00</b>
2	AS-ARWE	Assault Air Rower Elite	\$1,495.00	\$2,990.00	<b>\$2,811.00</b>
2	PELETON-V1	Peleton Commercial Bike <i>Includes Pair 2lb weights 3 Year Parts and Labor Warranty Sold Separately</i>	\$2,995.00	\$5,990.00	<b>\$5,631.00</b>
2	PELETON-SUBSCRIPTION	3 Year Peleton Subcription (Per Bike)	\$1,584.00	\$3,168.00	<b>\$3,168.00</b>
2	003020BP	Keiser Infinity Functional Trainer Model 3020	\$4,310.00	\$8,620.00	<b>\$8,620.00</b>
1	300824	Keiser Infinity Accesory Package -	\$424.00	\$424.00	<b>\$424.00</b>
1	1021B	Keiser Compressor - 1/4 HP - 60Hz - Small	\$1,700.00	\$1,700.00	<b>\$1,700.00</b>
<b>BOSU</b>					
2	SURGE-40	Bosu Surge 40 - Black/Black	\$99.99	\$199.98	<b>\$199.93</b>
<b>FITNESS ANYWHERE - TRX</b>					
8	TRXCLUB4	TRX Suspension Trainers - Commercial (on connecting brace)	\$239.95	\$1,919.60	<b>\$1,536.60</b>
3	EXSLBL-10	TRX Slam Ball 10lb	\$37.95	\$113.85	<b>\$90.84</b>
3	EXSLBL-15	TRX Slam Ball 15lb	\$42.95	\$128.85	<b>\$102.84</b>
3	EXSLBL-20	TRX Slam Ball 25lb	\$49.95	\$149.85	<b>\$119.85</b>
<b>AVUS</b>					
30	FLEX - BLACK	Lock Jaw Flex Magnetic - Black Aluminum Collar	\$54.95	\$1,648.50	<b>\$1,153.50</b>
<b>SIMPLIFASTER</b>					
1	SHCM	Skyhook Contact Mat	\$1,389.00	\$1,389.00	<b>\$1,389.00</b>
<b>NORTHWEST FITNESS</b>					
40	MICROMINI1/4-ORG	Micro Mini Jump Stretch Flex Band - 1/4" Orange	\$9.50	\$380.00	<b>\$266.00</b>
40	MONSTERMINI1/2-RED	Monster Mini Jump Stretch Flex Band - 1/2" Red	\$17.00	\$680.00	<b>\$476.00</b>
40	FLEX1-PURPLE	Jump Stretch Flex Band - 1" Purple	\$26.00	\$1,040.00	<b>\$728.00</b>
40	FLEX1.75-GREEN	Jump Stretch Flex Band - 1.75" Green	\$32.50	\$1,300.00	<b>\$910.00</b>

**Weatherford College Coyotes (cont.)**

**FREIGHT & INSTALLATION**

1	FRT	<b>Power Lift Freight &amp; Install</b> <i>Power Lift Insured Professionals Transit, Delivery &amp; Installation</i> <i>Coordination of all 3rd party products arrival</i> <i>Debris removal upon request &amp; equipment clean-up prior to departure</i> <i>Certified CSCS Sales Rep on site for set-up, instruction, &amp; safe using</i> <i>Personalized service after the sale for the lifetime of the equipment</i>	\$11,297.00	\$11,297.00	<b>\$11,297.00</b>
1	FRT	<b>Intek Freight + Liftgate</b>	\$1,627.00	\$1,627.00	<b>\$1,627.00</b>
1	FRT	<b>Power Block Freight + Liftgate</b>	\$376.96	\$376.96	<b>\$376.96</b>
1	FRT	<b>Power Systems</b>	\$45.00	\$45.00	<b>\$45.00</b>
1	FRT	<b>Perform Better Freight + Liftgate</b>	\$825.00	\$825.00	<b>\$825.00</b>
1	FRT	<b>Marathon Fitness Delivery + Install</b>	\$4,374.00	\$4,374.00	<b>\$4,374.00</b>
1	FRT	<b>Dynamax Freight + Liftgate</b>	\$409.64	\$409.64	<b>\$409.64</b>
1	FRT	<b>Bosu Shipping</b>	\$42.00	\$42.00	<b>\$42.00</b>
1	FRT	<b>Fitness Anywhere Shipping</b>	\$115.65	\$115.65	<b>\$115.65</b>
1	FRT	<b>Avus Shipping</b>	\$75.00	\$75.00	<b>\$75.00</b>
1	FRT	<b>Simplifaster Shipping</b>	\$179.59	\$179.59	<b>\$179.59</b>
1	FRT	<b>Northwest Fitness Shipping via USPS</b>	\$98.40	\$98.40	<b>\$98.40</b>

**DISCOUNTS**

1	DISC	Less Package Discount	-\$51,344.74	
<b><u>To process this order the following is needed:</u></b> <b>Signed Quotation or Purchase Order</b> <b>School Tax Exempt Number</b> <b>Balance Due Net 10 Days From Shipping Date</b>			<b>Subtotal:</b> \$262,899.97 <b>\$211,555.23</b> <b>DISCOUNT</b> <b>-\$51,344.74</b>	
<b>CURRENT LEAD TIMES ARE 14-16 WEEKS</b> <b>FROM DATE OF ORDER</b>			<b>Deposit:</b> _____ _____	
			<b>Grand Total:</b> <b>\$211,555.23</b> <b>\$211,555.23</b>	

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Tax Exempt Number \_\_\_\_\_





# WEATHERFORD COLLEGE - DURANT HALL

**WEATHERFORD COLLEGE**



**SHAUN MCPHERSON**  
[s.mcpherson@powerliftusa.com](mailto:s.mcpherson@powerliftusa.com)

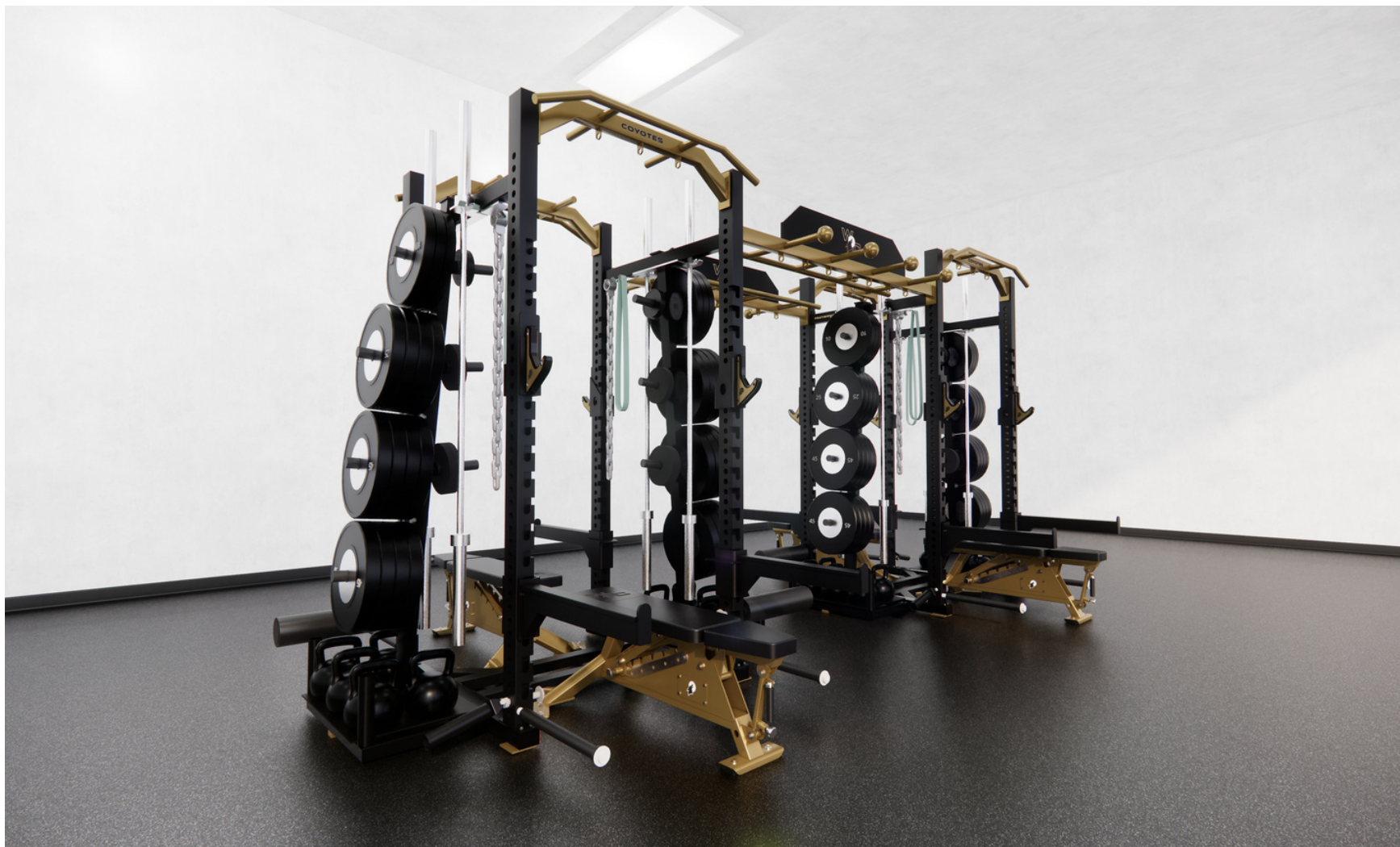


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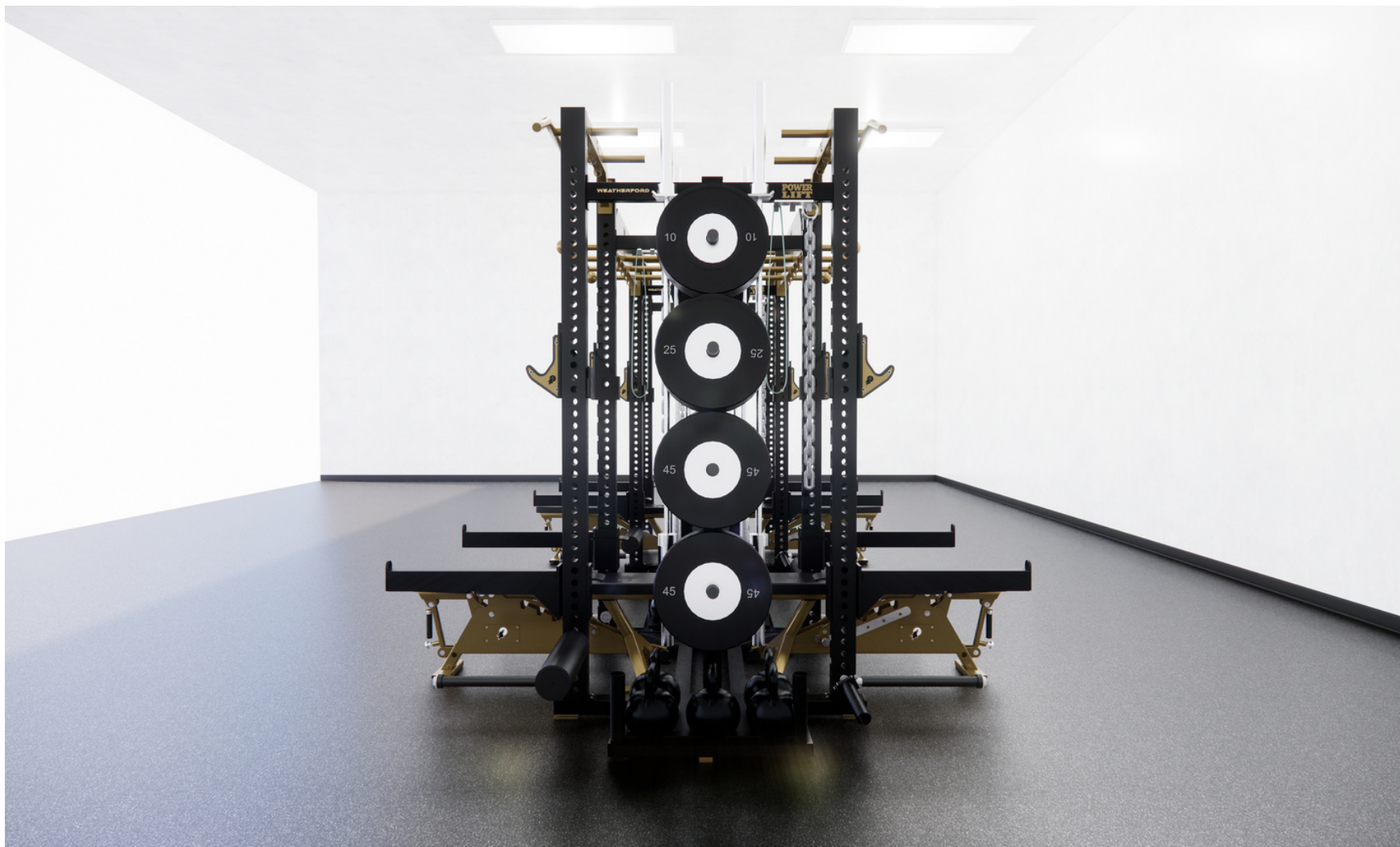




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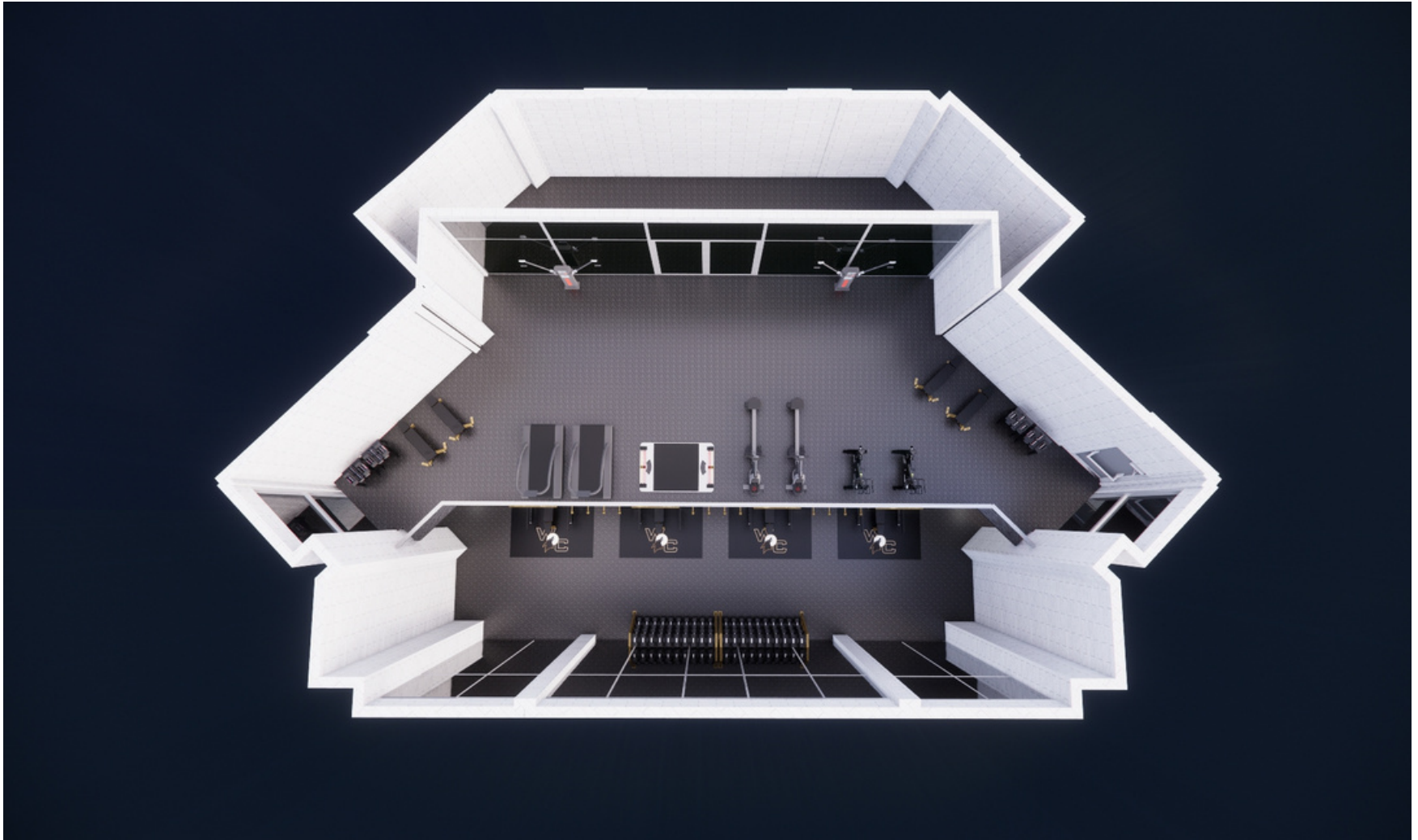


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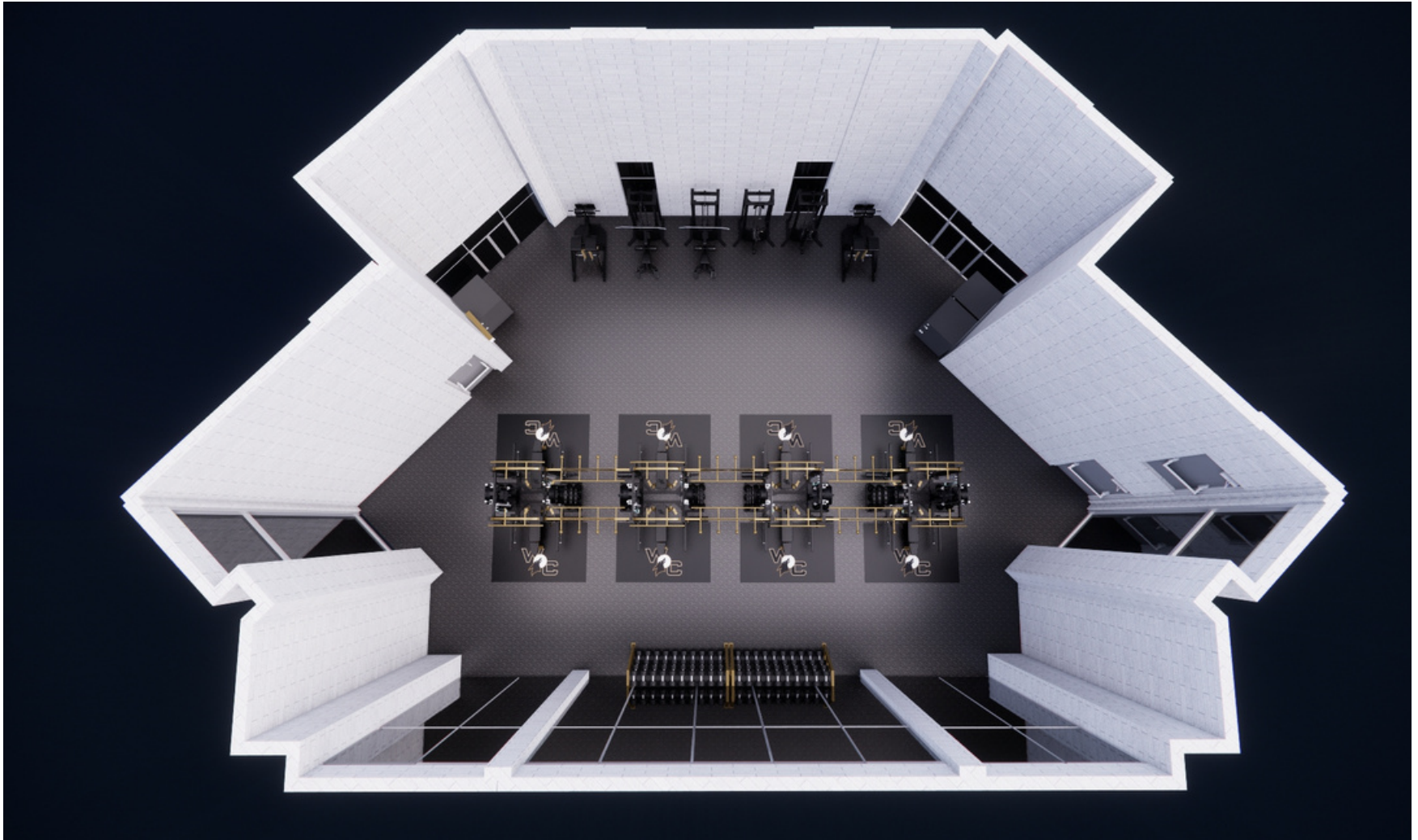




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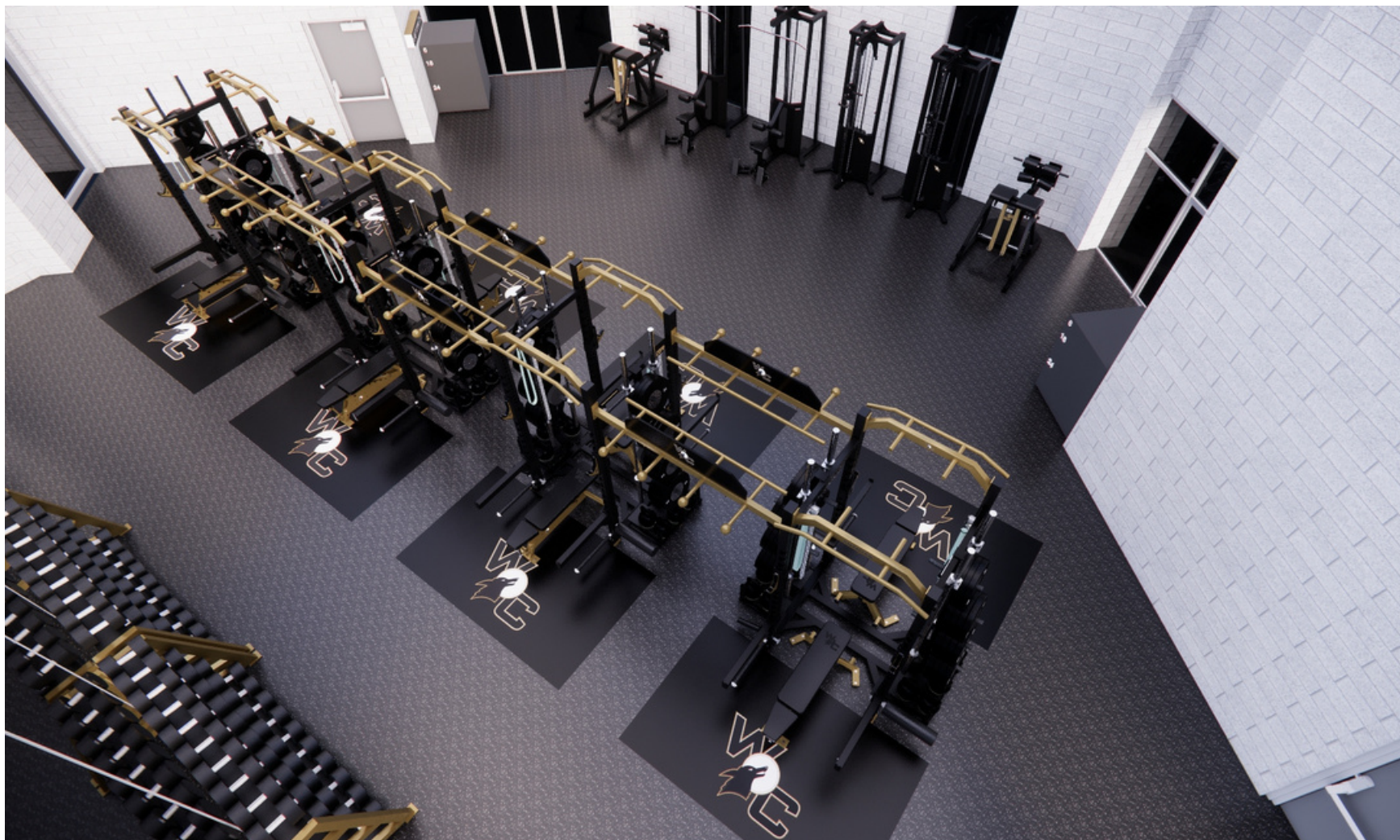


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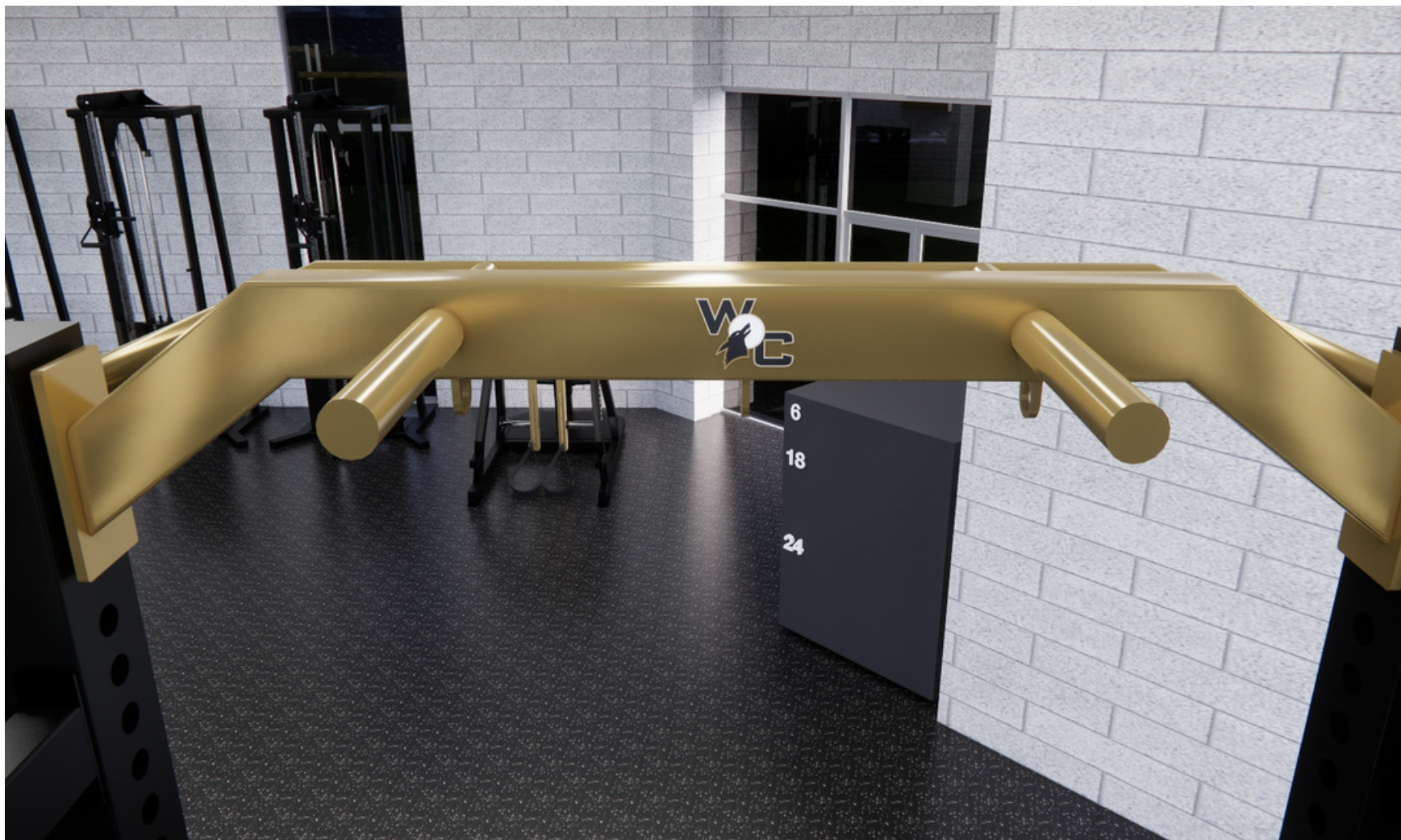




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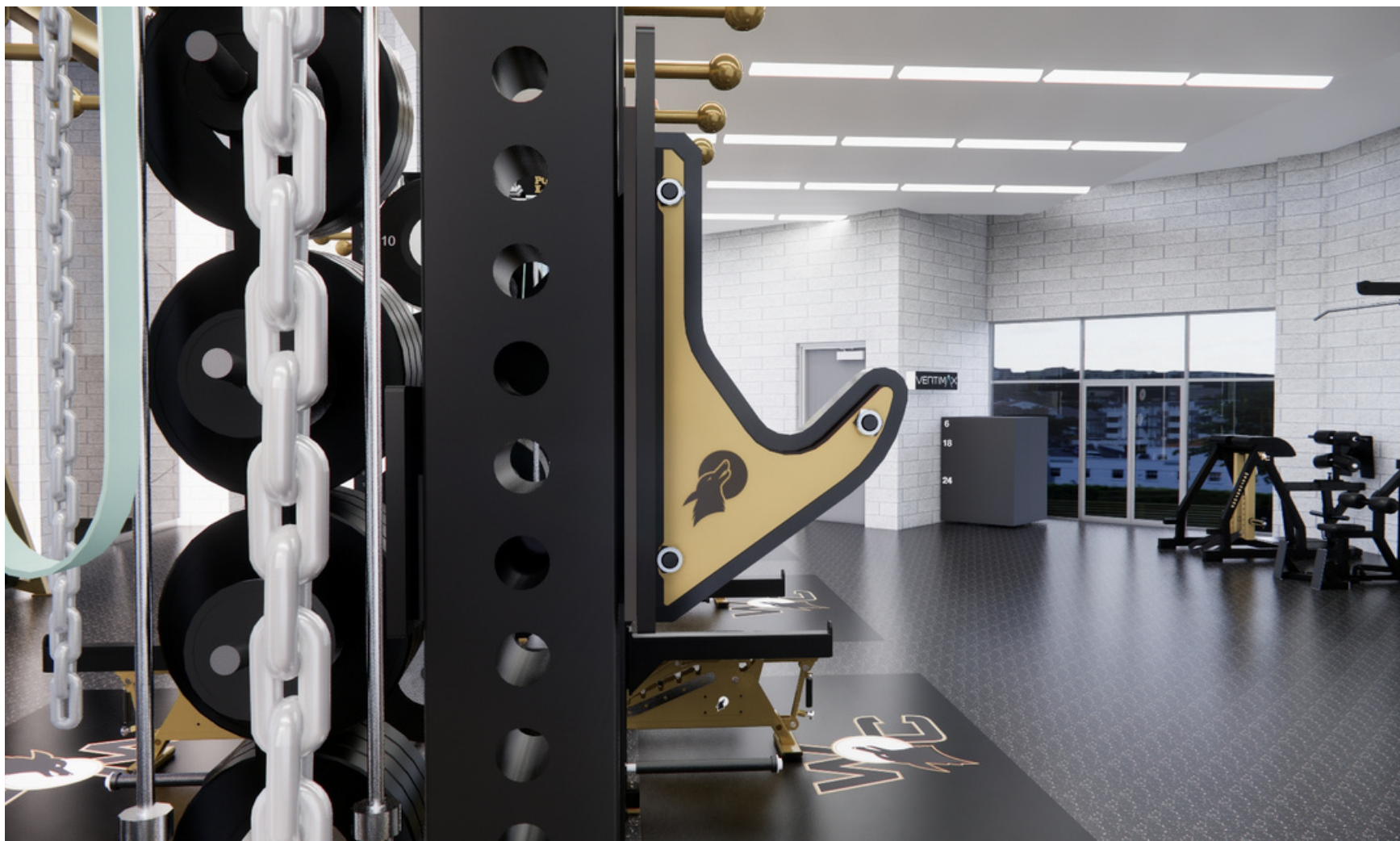


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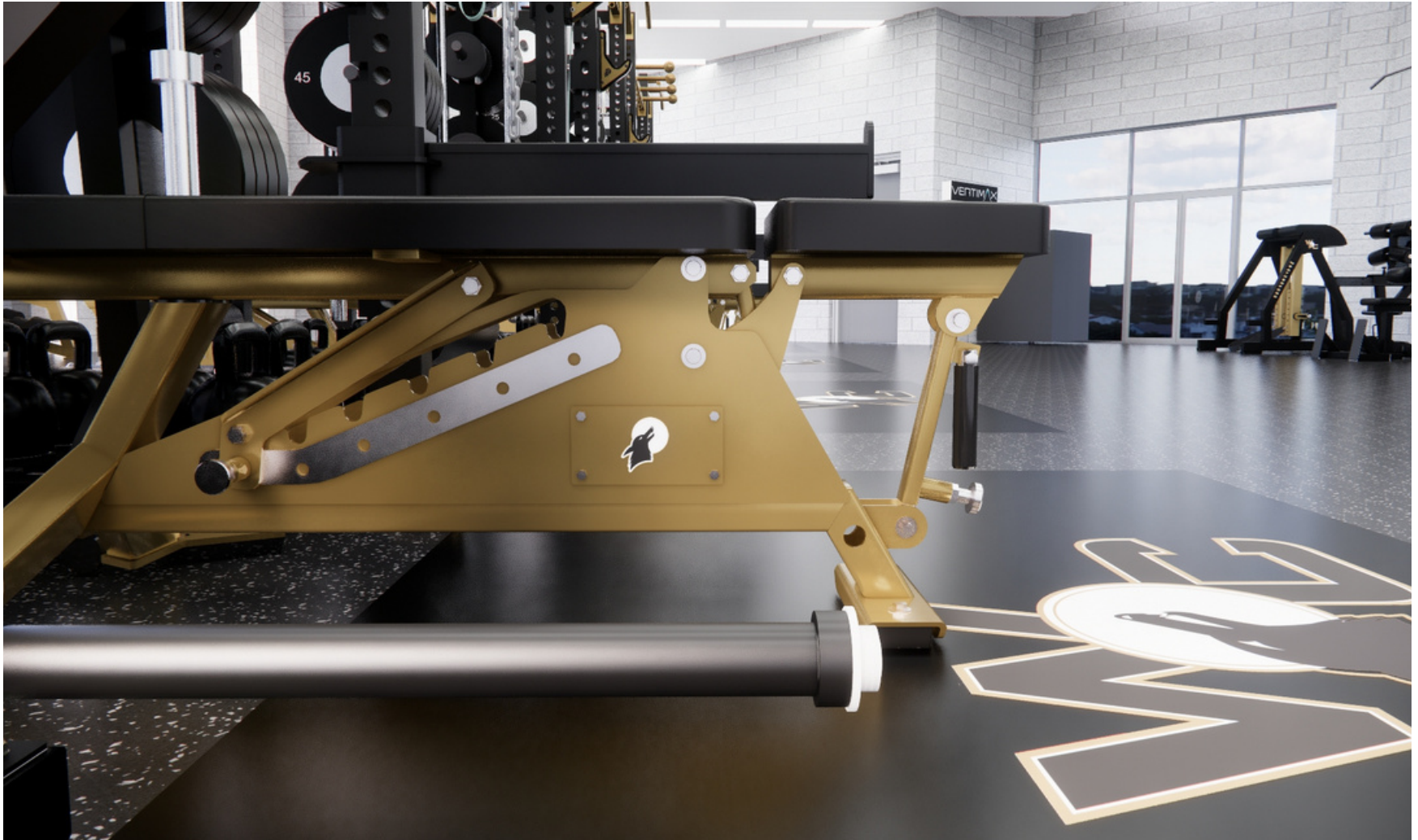




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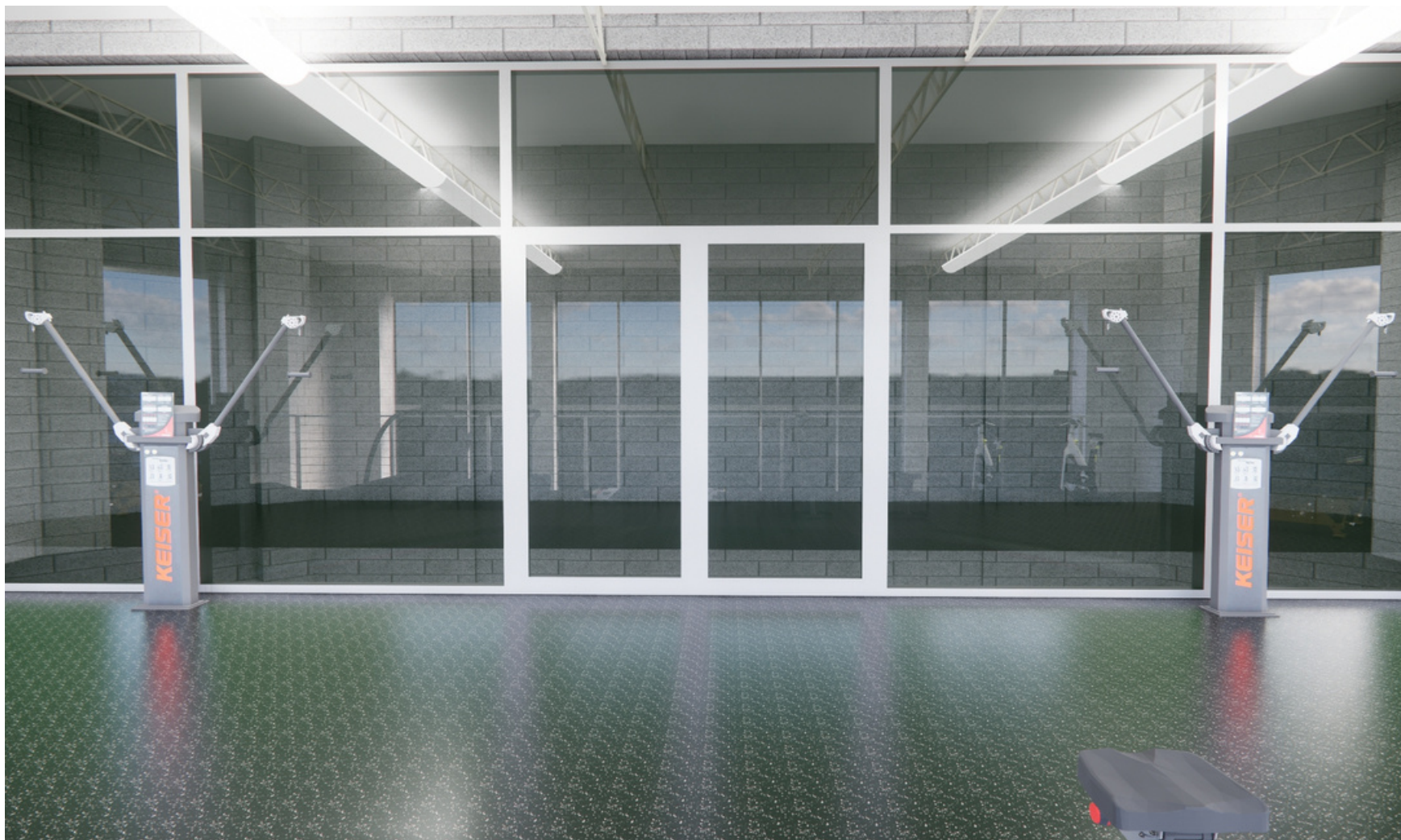


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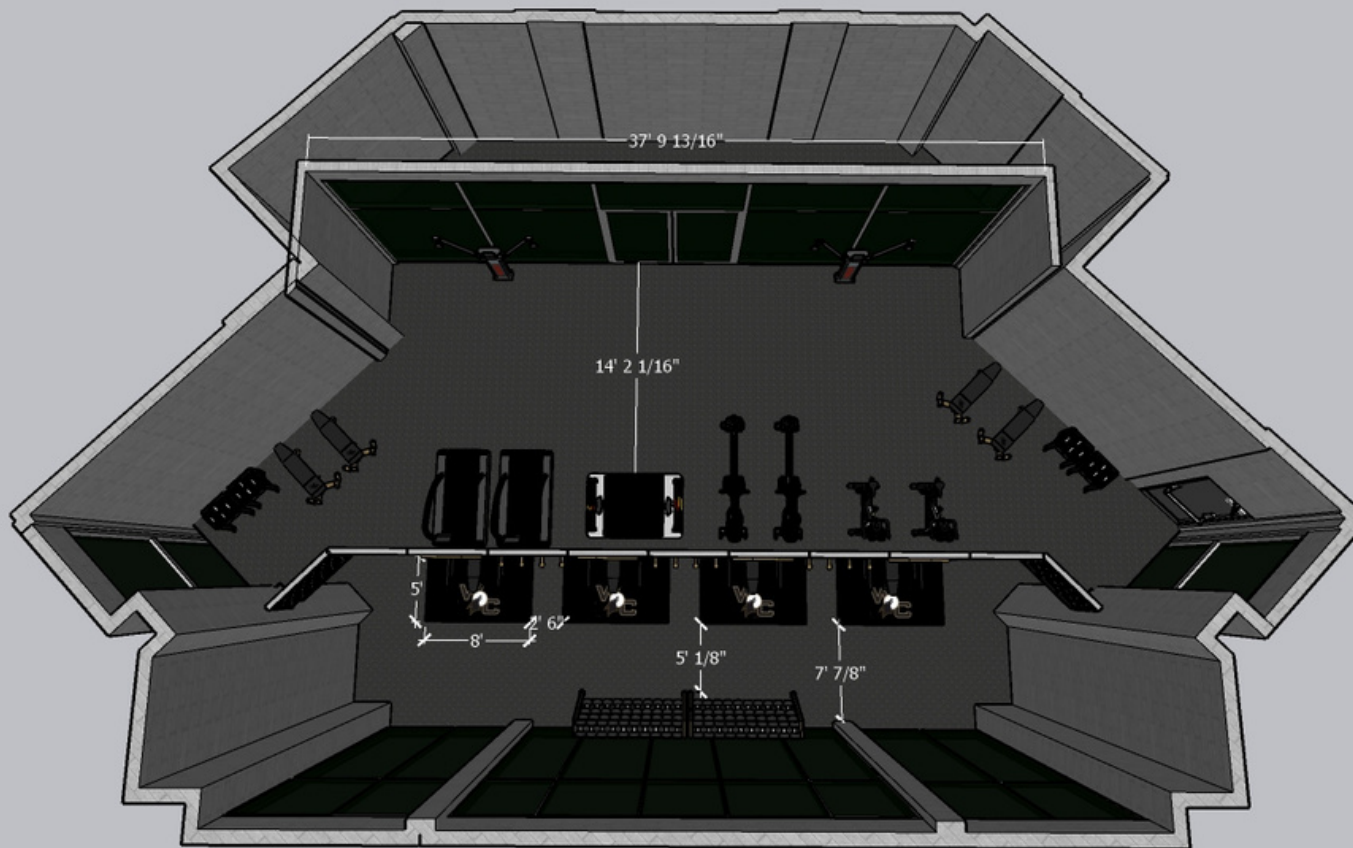




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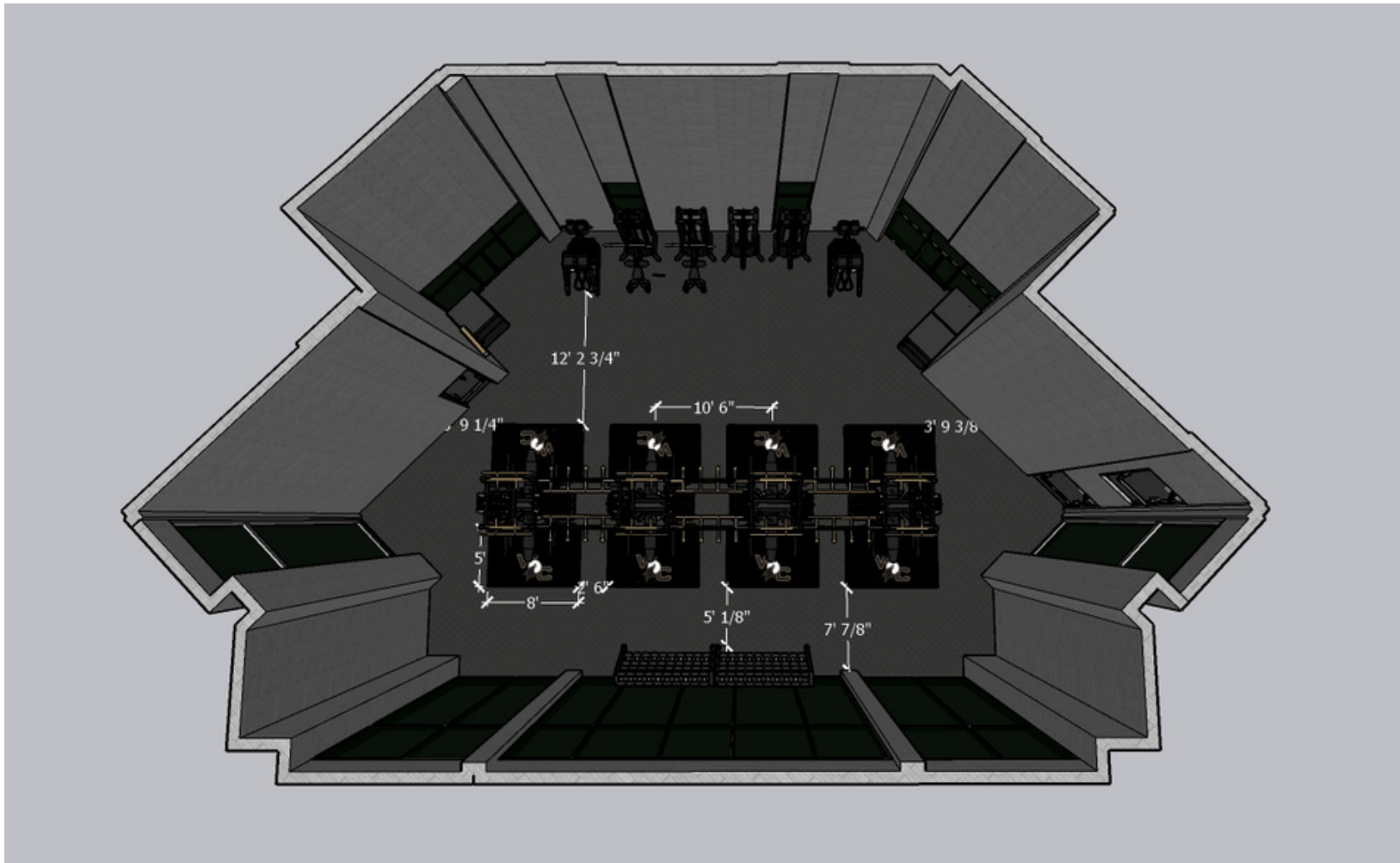
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**Weatherford College Board of Trustees  
Action Item**

**DATE:** February 8, 2024

**AGENDA ITEM # 5**

**SUBJECT:** Consideration and Possible Action: Canyon West Golf Course Discount Policy

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**INFORMATION AND DISCUSSION:** At the January Board meeting, the Board of Trustees approved to authorize President Tod Allen Farmer to negotiate and execute final documents with Touchstone Golf to be effective February 1, 2024 for golf course management services at Canyon West Golf Course in the amount of \$168,000 for an initial term of twenty-four months with three additional optional twelve-month renewals. The Canyon West Golf Course Facility Management Agreement was executed on Wednesday, January 31. Touchstone assumed operations on Thursday, February 1.

On Tuesday, January 23, a committee consisting of Dr. Andra Cantrell, Lisa Simons, Derek Peterson, and Jaci Edwards met to discuss potential Canyon West Golf Course discounts for Weatherford College affiliate groups as requested by President Farmer. The committee also discussed options for the Weatherford College Foundation golf tournament and other foundation and college events per President Farmer's request.

The committee came to the recommendation that discounts on Canyon West Golf Course green fees, membership rates, merchandise, and food and beverage, excluding alcohol, should be offered to Weatherford College faculty, staff, students, the Weatherford College Board of Trustees, and Weatherford College Foundation board members. The committee also recommended that the Weatherford College Foundation Golf Tournament receive priority in date selection and receive a preferred rate, and all other foundation or college events be considered on a case-by-case basis.

Dr. Farmer approved of the final discount language below that was included in the executed contract between Weatherford College and Touchstone. A copy of the executed contract is attached.

"B. TOUCHSTONE will operate the Golf Course Facility in a good, workmanlike and professional manner by:

Recommending and, subject to OWNER's approval, implementing preferred green fee and membership rates, and percentage discounts on merchandise, food, and beverage (excluding alcohol) at the Golf Course Facility for OWNER's faculty, staff, current students, the Weatherford College Board of Trustees, and Weatherford College Foundation board members, together with methods and practices for managing the eligibility for such rates and percentage discounts. In connection therewith, prioritizing the Weatherford College Foundation golf tournament with regard to event date selection. All other



foundation or college events will be considered by and subject to OWNER's approval on a case-by-case basis."

Prior to the board meeting on February 8, you will receive a comparison of the proposed discounted rates for the Canyon West Golf Course with the current discounted rates at the affiliated golf courses of other colleges and universities. The proposed discounted rates at Canyon West Golf Course are not expected to take effect immediately. The goal is to have Touchstone Golf become acquainted with the community, Weatherford College, their new hires, and the operations before making any modifications to prices.

**RECOMMENDATION:** That the Board of Trustees approve the discount policy as written in the Canyon West Golf Course Management Agreement.

**ATTACHMENTS:** Canyon West Golf Course Management Agreement, Comparison Chart for Proposed Discount Rates (expected to be available early next week)

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**SUBMITTED BY:** Jaci Edwards, Director of Special Projects, on behalf of the Canyon West Golf Course Discount Policy Committee.

## GOLF COURSE FACILITY MANAGEMENT AGREEMENT

This Golf Course Facility Management Agreement (the "Agreement") is made this 31st day of January 2024, between Touchstone Golf, LLC ("TOUCHSTONE"), a Delaware limited liability company, and Weatherford College ("OWNER"), a Texas nonprofit corporation.

- A. OWNER owns and desires to promote and provide for the operations management of the 18 -hole Canyon West Golf Course, clubhouse, pro shop, and appurtenances (collectively referred to as the "Golf Course Facility").
- B. TOUCHSTONE is a professional golf course management company with experience and expertise related to golf course management and promotion.
- C. OWNER has requested, and TOUCHSTONE has agreed to provide, the management and other services which are necessary for the operations of the Golf Course Facility in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

### I. BASIC TERMS

A. Basic Terms:

1. Contract Term: The term of this Agreement shall be for two (2) years, beginning on February 1, 2024 and ending on January 31, 2026 (the "Initial Term").
2. Renewal Options: OWNER shall have three (3) consecutive options (each, a "Renewal Option") to extend the Contract Term for a period of twelve (12) months (a "Renewal Term"), commencing after the expiration of the Initial Term (or the expiration of a Renewal Term, as applicable). In order to exercise a Renewal Option, OWNER shall deliver notice of such election to TOUCHSTONE no later than ninety (90) days prior to the commencement of the Renewal Term for which such election is exercised.
3. Base Management Fee: \$7,000 per month.
4. Incentive Management Fee: In addition to the Base Management Fee, TOUCHSTONE shall be paid an incentive management fee (the "Incentive Management Fee") in the amount representing the increase in Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA") from the immediately preceding Incentive Fee Period (herein defined), consistent with the sample calculation shown on Exhibit B attached hereto and incorporated herein. The Incentive Management Fee for each Incentive Fee Period shall equal twenty (20%) of the increase in EBITDA over the EBITDA for the preceding Incentive Fee Period. The incentive management fee period will be as follows:

<u>Period</u>	<u>Incentive Management Fee</u>
2/1/24 – 8/31/24	Up to \$15,000 at the discretion of Owner.
9/1/24 – 8/31/25	20% of the improvement in EBITDA comparing EBITDA from 9/1/24-

8/31/25 to the annualized EBITDA from 2/1/24-8/31/24.

9/1/25-2/1/26      20% of the improvement in EBITDA comparing EBITDA from 9/1/25-2/1/26 to the EBITDA from 9/1/24-2/1/25.

Renewal Term      20% of the improvement in EBITDA for the 1 year extension periods compared to the comparable EBITDA for the prior 12 month period.

EBITDA shall be defined as Net Operating Incomes Before Interest, Taxes, Depreciation and Amortization. For purposes of clarity, an improvement can be represented by a lower negative amount. In the calculation of any Incentive Management, in the baseline period any incentive accrued in such period shall be removed so as to fully account for the improvement in EBITDA without regard to any previous incentive paid. In the event of a sale and the subsequent termination of this Agreement resulting from an Event of Default by TOUCHSTONE, no Incentive Management Fee shall be due.

5. Delivery Date for initial operating budget, business plan and facility improvement plan: March 15, 2024 covering the period of February 1, 2024 through August 31, 2024.

6. Delivery Date for subsequent annual operating budgets, business plans and facility improvement plans (as applicable): On or before March 31 of each year for the following fiscal period. Fiscal period shall be from September 1 to August 31 of any given year.

7. Liquor License: OWNER currently holds a liquor license for the Golf Course Facility (the "Liquor License") issued by the Texas Alcoholic Beverage Commission (the "TABC"). Unless OWNER and TOUCHSTONE mutually agree otherwise, OWNER shall continue to hold the Liquor License and all alcoholic beverages sold at the Golf Course Facility shall be purchased in OWNER'S name from licensed Texas distributors and the Golf Course Facility shall be operated in compliance with the rules and regulations of the TABC, including without limitation disclosure to TABC of the management arrangement between OWNER and TOUCHSTONE pursuant to the terms of this Agreement. Upon OWNER'S request, TOUCHSTONE or its affiliate will process an application for a beer, wine and mixed beverage liquor license for the Golf Course Facility's benefit and upon issuance of such license, TOUCHSTONE and OWNER shall enter into a concession agreement for the service of alcohol at the Golf Course Facility, pursuant to which and from thereafter all alcoholic beverages sold at the Golf Course Facility shall be purchased in TOUCHSTONE'S name from licensed Texas distributors and the Golf Course Facility shall be operated in compliance with the rules and regulations of the TABC. OWNER shall advance TOUCHSTONE, or its affiliate, any costs of obtaining such license which shall be repaid by TOUCHSTONE, or its affiliate, within thirty (30) days following notice and request thereof by OWNER.

8. Donation to Weatherford College Golf Teams: Upon execution of this Agreement, TOUCHSTONE shall donate the sum \$10,000.00 to OWNER for the benefit of its Golf Teams.

9. Addresses for Notices:

IF TO TOUCHSTONE: Mr. Stephen T. Harker  
CEO  
Touchstone Golf, LLC  
1052 Overlook Rd.  
Berkeley, California 94708  
Email: sharker@touchstonegolf.com

and, Mr. Douglas J. Harker  
Executive Vice President  
Touchstone Golf, LLC  
11612 Bee Cave Road, Suite 150  
Austin, Texas 78738  
Email: dharker@touchstonegolf.com

IF TO OWNER: Dr. Tod Allen Farmer  
President  
Weatherford College  
225 College Park Drive  
Weatherford, TX 76086  
Email: tafarmer@wc.edu

Copy to: Dr. Andra R. Cantrell  
Executive Vice President  
Weatherford College  
225 College Park Drive  
Weatherford, TX 76086  
Email: acantrell@wc.edu

## **II. REPRESENTATIONS AND RESPONSIBILITIES**

Each party hereby warrants and represents that it has full authority to enter into this Agreement and to perform its respective obligations hereunder. Each party agrees to reasonably cooperate with the other and its officers, employees, agents and contractors in connection with this Agreement.

## **III. POWERS AND RESPONSIBILITIES OF TOUCHSTONE**

A. OWNER hereby appoints TOUCHSTONE, as an independent contractor and not as an employee of OWNER, to manage the Golf Course Facility and TOUCHSTONE hereby accepts such appointment on the terms and conditions herein contained. Without limiting the generality of the foregoing, TOUCHSTONE shall provide to OWNER the management services more particularly set out in this Section III.

B. TOUCHSTONE will operate the Golf Course Facility in a good, workmanlike and professional manner by:

1. Providing day-to-day management and oversight of operations of the Golf Course Facility;
2. Arranging for the employment of competent management that are trained in the necessary facets of golf course facility management, with sufficient experience in the golf course facility industry to oversee management of the Golf Course Facility;
3. Arranging for the employment of a competent staff and deploying such staff and other resources to insure proper care of the buildings, grounds, and Golf Course Facility;
4. Managing the hiring, training, and termination of all Golf Course Facility management and personnel, including administering all labor relations; provided, however, the hiring of the general manager of the Golf Course Facility, and any other position that the OWNER may select from time to time, shall be subject to the approval of OWNER. All personnel of the Golf Course Facility shall be employees of TOUCHSTONE or its affiliate;
5. Overseeing the accounting process for the Golf Course Facility, including planning and budgeting, daily and monthly sales reporting, producing monthly financial statements, processing all expenses for payment, reviewing monthly cash flow statements, conducting bank account reconciliations, and processing payroll;
6. Preparing and maintaining accurately in all material respects the books, accounts, and records of the operations of the Golf Course Facility and all transactions related to the Golf Course Facility;
7. Overseeing the planning and implementation of all marketing programs, including developing and executing a business plan (including, if applicable to the Golf Course Facility, a lodging/golf package plan, tournament/catering event sales plan, e-marketing, promoting the food and beverage operation, implementing pricing and revenue management techniques, and placing appropriate media/advertising);
8. Arranging for the purchase of such supplies and equipment as is reasonably necessary in order to operate the Golf Course Facility, subject to and in consistent with the calendar year budget;
9. Maintaining the golf course and all of its facilities in a condition consistent with quality levels defined in the calendar year budget, business plan, and facility improvement plan;
10. Ensuring the Golf Course Facility operates in compliance with applicable laws and regulations;
11. Overseeing all other matters reasonably necessary for the efficient performance of the operations in connection with the Golf Course Facility;
12. Implementing Touchstone Golf's national accounts relationships;

13. Implementing the Touchstone Golf Foundation to enhance guest service and community outreach.

14. Creating and managing all programming and activities, including golf learning programs, special events, community activities and the integration of programming and events with OWNER'S non-golf operations.

15. Recommending and, subject to OWNER's approval, implementing preferred green fee and membership rates, and percentage discounts on merchandise, food, and beverage (excluding alcohol) at the Golf Course Facility for OWNER's faculty, staff, current students, the Weatherford College Board of Trustees, and Weatherford College Foundation board members, together with methods and practices for managing the eligibility for such rates and percentage discounts. In connection therewith, prioritizing the Weatherford College Foundation golf tournament with regard to event date selection. All other foundation or college events will be considered by and subject to OWNER's approval on a case-by-case basis.

C. Subject to any provisions to the contrary herein contained, TOUCHSTONE may subcontract the whole or any part of the performance of its obligations and duties herein described to any wholly-owned subsidiary of TOUCHSTONE, or to any other person, firm or corporation approved by OWNER in writing (which approval OWNER may be withhold in its sole and absolute discretion). The subcontracting of the whole or any part of its obligations and duties as aforesaid shall not relieve TOUCHSTONE from liability for the performance of such obligations and duties before or after such contracting.

D. For the term of this Agreement, TOUCHSTONE shall secure and carry policies of insurance, naming as additional insureds OWNER, TOUCHSTONE, and any other party OWNER may reasonably request from time to time. TOUCHSTONE shall obtain the following types and amounts of insurance (the cost of which shall be a Golf Course Facility expense except Employers Liability which shall be a TOUCHSTONE expense):

Type	Amount
1) Workers Compensation	\$1,000,000
2) Employers Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
3) Comprehensive General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
4) Comprehensive Automobile Liability	\$1,000,000
5) Liquor Liability (if applicable)	\$1,000,000 per occurrence/\$2,000,000 aggregate)
6) Umbrella	\$5,000,000

E. Unless otherwise directed by OWNER all contracts and agreements which relate specifically to the Golf Course Facility shall be entered into by and in the name of OWNER. No contract or agreement shall be entered into without OWNER approval unless in accordance with the budget and terminable on 30-days' notice. TOUCHSTONE shall provide OWNER copies of all such contracts and agreements which are binding upon or obligate OWNER within three (3) business days of their execution.

F. TOUCHSTONE shall pay promptly all operating expenses of the Golf Course Facility unless the amounts thereof are in dispute, in which case TOUCHSTONE shall use commercially reasonable efforts to resolve such dispute in a timely manner (provided, however, the resolution of any dispute in excess of \$5,000.00 must be approved in writing by OWNER). In addition, TOUCHSTONE will calculate any moneys or fees due TOUCHSTONE in accordance with this Agreement. TOUCHSTONE is authorized to pay its fees and expenses owing under this Agreement from the bank account utilized to pay operating expenses for the Golf Course Facility. No director or officer of TOUCHSTONE shall have any interest in any concession at the Golf Course Facility nor in any contract for the Golf Course Facility without approval by the OWNER or its designee. OWNER shall designate bank account(s) necessary to fulfill the payment of expenses and shall authorize TOUCHSTONE and Golf Course Facility employees, as necessary, to make deposits and authorize disbursements from such accounts which authorization shall be presumed for individuals named on bank resolutions and/or signature cards. OWNER shall approve the individuals authorized to make such disbursements in writing upon submission of a request for designees by TOUCHSTONE.

G. TOUCHSTONE does not give any general or specific guarantee as to the profitability of the Golf Course Facility, the attendance thereat or the revenues therefrom.

H. Upon expiration of the term of this Agreement, or upon the prior termination of this Agreement, and in any year prior to such expiration or termination, TOUCHSTONE agrees and covenants to cooperate fully with OWNER or OWNER'S designated successor manager (subject to compliance with the restrictions elsewhere in this Agreement) in the smooth and businesslike transfer of the operations of Golf Course Facility including but not limited to assignment of accounts, contracts, policies, licenses, permits and improvements in connection with the Golf Course Facility to OWNER or OWNER'S designees, except such proprietary rights as to which TOUCHSTONE has the sole or exclusive rights, and TOUCHSTONE agrees and covenants to execute all documents required or convenient to accomplish any such transfer in a timely, effective and efficient manner. On the expiration or on the termination of this Agreement for any reason, all Golf Course Facility property and interests therein, including cash, accounts, books, records, contracts, policies, licenses, permits and improvements in the Golf Course Facility property, except proprietary rights as to which TOUCHSTONE has the sole and exclusive rights and property as to which the parties have agreed shall be the property of TOUCHSTONE, will be promptly turned over to OWNER and be the property of OWNER. TOUCHSTONE shall execute and deliver to OWNER all documents necessary to legally effectuate each of the transactions. Unless otherwise agreed in writing by the parties hereto, TOUCHSTONE shall remove its personnel and personal property from the Golf Course Facility upon such expiration or termination. Upon such expiration or termination, TOUCHSTONE shall surrender to OWNER all cash and other assets of the Golf Course Facility. The duties of TOUCHSTONE set forth in this Section are expressly conditioned upon OWNER'S full payment of the Base Management Fee, any Incentive Management Fee and any fee due upon termination as set forth in this Agreement.

I. TOUCHSTONE shall not make, or suffer to be made, any alterations of the Golf Course Facility or any part thereof if the cost of such alteration in the aggregate would be in excess of \$5,000 , unless already included within the then approved budget (either operating or capital) for the Golf Course Facility, without the prior written consent of OWNER. TOUCHSTONE shall keep the Golf Course Facility premises and OWNER'S property in which such premises are



situated free from any liens arising out of any work performed or material furnished to the property, subject only to the right to diligently contest such liens.

J. TOUCHSTONE shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, national origin or non-disqualifying handicap. TOUCHSTONE shall not discriminate because of race, religion, color, ancestry, sex, national origin or non-disqualifying handicap against any person by refusing to furnish such person any service or privilege offered to or enjoyed by the general public, nor shall TOUCHSTONE or its employees publicize the Golf Course Facility in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, national origin or non-disqualifying handicap, nor shall the Golf Course Facility be so used.

#### **IV. MANAGEMENT COMPENSATION**

The following payments and consideration shall be made to TOUCHSTONE for the services to be provided by TOUCHSTONE under this Agreement:

A. The Base Management Fee set forth in Section I to be paid to TOUCHSTONE, with the first payment of the Base Management Fee payable within five (5) days of the execution of this Agreement and thereafter payable in advance on the first (1<sup>st</sup>) day of the each month during the Contract Term.

B. In addition to the Base Management Fee, TOUCHSTONE will receive the Incentive Management Fee described in Section I, payable within fifteen (15) days following delivery of the financial information related to the applicable incentive period and TOUCHSTONE'S calculation of such Incentive Management Fee. OWNER shall have the right to contest such calculation, but shall be required to resolve such calculation within 30 days of notice of such contest and if not resolved within such 30-day time period, OWNER shall submit such dispute to arbitration in accordance with Section XIX hereof.

C. TOUCHSTONE shall be reimbursed for reasonable out-of-pocket expenses, reasonable travel lodging expenses as provided for in the applicable budget or as otherwise approved by OWNER. Such expenses shall be paid from the bank account utilized to pay operating expenses upon presentation of reasonable documentation of such expense.

#### **V. PLANNING AND BUDGETS**

On or before the dates set forth in Section I, TOUCHSTONE and OWNER shall have prepared and received OWNER'S approval of an operating and capital budget for the remaining months of OWNER'S current fiscal year and no later than the dates set out in Section I for the subsequent fiscal years. Until such time that the annual operating budget is complete and approved by OWNER, TOUCHSTONE shall operate the Golf Course Facility under the existing budget framework provided to TOUCHSTONE by OWNER.

#### **VI. RECORDS, ACCOUNTS AND REPORTS**

A. TOUCHSTONE shall maintain books, accounts and records of the operations of the Golf Course Facility and all transactions related to the Golf Course Facility accurate in all material

respects with periodic reporting to the OWNER as may be available utilizing current accounting systems maintained by the Golf Course Facility or its affiliates.

B. TOUCHSTONE shall provide (i) monthly financial statements including a balance sheet, income statement, detailed departmental income statements, statement of cash flows, cash flow projection, bank reconciliation, financial performance commentary, trial balance and general ledger (in excel form) no later than the twentieth (20th) day of each month (ii) sales reports for sales tax, mixed beverage sales tax, and mixed beverage gross receipts tax no later than the tenth (10th) day of each month, (iii) for the final month of OWNER's fiscal year, TOUCHSTONE shall provide a trial balance and general ledger by the 10th calendar day (or if such day is not a business day, the preceding business day) following such month for the entire fiscal year of OWNER, and (iv) other financial data reasonably requested by OWNER readily available from TOUCHSTONE'S accounting systems. TOUCHSTONE is not responsible for the preparation of any state or federal income tax returns of the OWNER for the Golf Course Facility. Any financial reports requested beyond TOUCHSTONE'S standard reporting package will be invoiced at \$150 per hour of work performed.

C. OWNER shall have the right, upon request, to examine all books and records maintained by TOUCHSTONE in connection with this Agreement and to request an audit, at OWNER'S expense (unless such audit identifies an error of three percent (3%) or more in total revenue or the greater of 3% or \$5,000 in net income for such period, in which case TOUCHSTONE shall reimburse OWNER for the cost of such audit).

## **VII. RESPONSIBILITY FOR EXPENSES**

A. Everything done by TOUCHSTONE pursuant to and in the performance of this Agreement and all expenses incurred by it under this Agreement shall be for and on behalf of OWNER. OWNER shall pay and be responsible for all costs and expenses of maintaining, operating and supervising the operation of the Golf Course Facility, provided they are in accordance with the contracts and consistent with the approved budget or within permitted variances provided for elsewhere in this Agreement, to include, but not limited to the following:

1. The salaries, wages, health related benefits, other fringe benefits, workers compensation insurance and expenses of employees;
2. All costs and expenses of any advertising or business promotion;
3. Costs of goods sold, including inventory and supplies necessary to conduct the business of the Golf Course Facility;
4. All expenditures for capital expenditures, repairs and maintenance, equipment and supplies;
5. Premiums for insurance maintained;
6. All expenses of regulatory compliance, permits, etc., it being specifically agreed that (i) legal fees incurred in connection with regulatory compliance for such liquor licenses, food service, etc. are approved, if applicable, and (ii) reasonable and necessary legal fees of attorneys retained

by OWNER or otherwise approved by OWNER in advance, directly related to the operation and protection of the Golf Course Facility and OWNER'S and TOUCHSTONE'S liability are approved;

7. Cost and expenses of utilities;
8. General and administrative and accounting costs, including forms and checks;
9. If included within the budget, consulting fees for certain expertise (e.g., agronomy) needed to address specific needs of the Golf Course Facility or if not included in the budget, if approved by OWNER and
10. Management Fees and reimbursable expenses of TOUCHSTONE as set forth herein.

B. OWNER is responsible for providing sufficient funds to cover the operating expenses for the Golf Course Facility. TOUCHSTONE, acting as authorized independent contractor for OWNER, will deposit all revenues of the Golf Course Facility into an operating account or accounts for the Golf Course Facility and TOUCHSTONE will have authority to draw upon the funds in the account to cover operating expenses. In the event that funds in an account are not sufficient to cover operating expenses, TOUCHSTONE shall promptly advise OWNER of the shortfall or potential shortfall and OWNER shall deposit additional funds into the appropriate account in a timely manner in order to ensure that sufficient funds are available to meet the operational requirements, including the Base Management Fee, of the Golf Course Facility. TOUCHSTONE will have no obligation to contribute funds to the accounts of the Golf Course Facility.

C. TOUCHSTONE may cause the Golf Course Facility to incur any expense (i) that is included in the approved annual operating budget; (ii) that is needed to remedy any emergency situation that, in TOUCHSTONE'S professional judgment, is potentially hazardous, unsafe or damaging to the Golf Course Facility or to persons reasonably expected to be present at the Golf Course Facility (e.g., employees, patrons, authorized visitors) ("Emergency Expenditure"), as more particularly set forth hereinabove; or (iii) as otherwise expressly approved by OWNER. TOUCHSTONE shall not incur any expense that is not consistent with the annual operating budget without the prior written consent of the OWNER, except in the case of an emergency (as elsewhere provided in this Agreement) or as otherwise provided in this Agreement. TOUCHSTONE shall not enter into any contract, even if otherwise authorized hereunder, which binds or purports to bind OWNER or the Golf Course Facility without the prior written approval of OWNER if the term of such contract exceeds the Contract Period unless such contract is terminable on 30-days' notice. Excepting only Emergency Expenditures or expenditures included in the approved budget, TOUCHSTONE shall not incur any single expense, even if otherwise authorized hereunder, which is chargeable to OWNER or to the Golf Course Facility if the amount equals or exceeds five thousand dollars (\$5,000).

D. The annual operating budget may contain a "contingency" line item in an amount not to exceed three percent (3%) of the total annual operating budget. TOUCHSTONE may reallocate portions of the contingency to other items in the annual operating budget. TOUCHSTONE may also reallocate among line items, provided the total expenses to be incurred do not increase. No

other reallocations of line items may be made by TOUCHSTONE without the prior written consent of OWNER. Unbudgeted minor expenditures unforeseen at the time of preparation of the annual operating budget, and reasonably deemed necessary by TOUCHSTONE, may be made without OWNER'S authorization except that unbudgeted expenditures in excess of five percent (5%) of any major subtotaled line item's budget may not be made without OWNER'S written approval in advance. In the event such request is submitted and OWNER does not respond within five (5) business days of receipt of the request, OWNER shall be deemed to have consented to such unbudgeted expenditures.

E. To the extent employees remain employed by an affiliate of OWNER, the Golf Course Facility will also be responsible for reimbursing such affiliate for all costs of such employees, including but not limited to salaries, wages, benefits, taxes, insurance and payroll processing costs, as applicable.

## **VIII. TERMINATION**

A. This Agreement may sooner be terminated:

1. At any time by mutual agreement between TOUCHSTONE and OWNER.
2. Upon written notice by the non-defaulting party following the occurrence of an Event of Default. As used herein, an "Event of Default" means a failure in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Agreement that has continued for a period of fifteen (15) days after written notice thereof by the non-defaulting party, or, in the case such failure cannot with due diligence be cured within fifteen (15) days, the defaulting party has failed to take steps before the end of the fifteen (15) day period to remedy the breach as are proper and diligent in all the circumstances and diligently pursue such cure. Any notice given pursuant to this subsection shall specify the full particulars of the default alleged.
3. In the event of gross negligence or willful misconduct in the operation of the Golf Course Facility by TOUCHSTONE, upon written notice from OWNER.
4. In the event TOUCHSTONE, or any of its employees, commits fraud or any act or omission constituting reckless disregard, willful misconduct or intentional violation of law, upon written notice from OWNER.

## **IX. INDEMNITY**

A. TOUCHSTONE shall indemnify, hold harmless and defend OWNER, its officers, directors, managers, agents and employees, from and against any and all liabilities, penalties, claims, liens, suits, demands or actions for damages, injuries (including death) to persons, property damage (including loss of use), and expenses, including court costs and reasonable attorneys' fees and other reasonable costs (collectively, "Liabilities, Claims and Costs") arising out of, involving, or resulting from any negligent act or omission of TOUCHSTONE, TOUCHSTONE'S willful misconduct, the breach of any representation or warranty by TOUCHSTONE, and any Event of Default by TOUCHSTONE under this Agreement (including acting outside of its authority).

B. Owner shall indemnify, hold harmless and defend TOUCHSTONE, its officers, directors, managers, agents and employees, from and against any and all Liabilities, Claims and Costs arising out of, involving, or resulting from the operation of the Golf Course Facility by TOUCHSTONE in accordance with this Agreement, the breach of any representation or warranty in this Agreement by OWNER, any negligent act or omission of OWNER, and any Event of Default by OWNER under this Agreement.

## **X. REPRESENTATIONS AND WARRANTIES**

A. OWNER represents and warrants to TOUCHSTONE as follows:

1. OWNER is duly organized and validly existing under the laws of the state of its creation and is qualified to do business and is in good standing in the state in which the Golf Course Facility is located, with full power and authority to enter into and execute this Agreement and to consummate the transactions contemplated hereby. OWNER has received all requisite partner or corporate approvals necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and this Agreement constitutes the legal, valid and binding obligation of OWNER, enforceable against OWNER in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting debtors' and creditors' rights generally and general equitable provisions.

2. Except as disclosed in writing to TOUCHSTONE prior to the execution hereof or disclosed on Exhibit A, to OWNER'S knowledge, OWNER has not received written notice from any governmental authority that the existing use, maintenance and operation of the Golf Course Facility or any portion thereof violates any law or ordinance which has not been cured and to OWNER'S knowledge, the Golf Course Facility is currently in compliance with applicable laws and ordinances, including without limitation, applicable liquor license rules and regulations. OWNER has not received any written notice from any mortgagee, insurance company, fire marshal or building inspector requiring or requesting the performance of any work or alterations to the Improvements which has not been performed.

B. TOUCHSTONE represents and warrants to OWNER as follows:

1. TOUCHSTONE is duly organized and validly existing under the laws of the state of its creation as a Delaware limited liability company, and is qualified to do business and is in good standing in the state in which the Golf Course Facility is located, with full power and authority to enter into and execute this Agreement and to consummate the transactions contemplated hereby. TOUCHSTONE has received all requisite partner or corporate approvals necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and this Agreement constitutes the legal, valid and binding obligation of TOUCHSTONE, enforceable against TOUCHSTONE in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting debtors' and creditors' rights generally and general equitable provisions.

## **XI. CONFIDENTIALITY**

A. Each party at all times hereafter shall attempt to preserve the secrecy and confidentiality of all the other party's confidential information as it relates to the operation of the Golf Course Facility, shall not attempt to use or in any way appropriate the same for its own use or benefit and shall not knowingly disclose or knowingly permit to be disclosed to any person (other than employees, agents, attorneys, or representatives of OWNER and TOUCHSTONE) confidential information without the prior written consent of the applicable party, except as required by law. Nothing contained in this Agreement shall obligate either party to transfer to the other party any confidential information at any time, including, upon termination of this Agreement.

B. TOUCHSTONE is permitted to identify its relationship with the Golf Course Facility in its advertising and marketing literature and website, including a photograph of the Golf Course Facility acceptable to OWNER, with a generic reference stating that the Golf Course Facility, is a client (or upon expiration of the Contract Period, was a client) of TOUCHSTONE.

## **XII. FORCE MAJEURE**

A. For the purposes of this Section XII, "force majeure" shall mean an act of God, strike, lockout or other industrial disturbance, act of a public enemy, war blockade, public riot, lightning, fire, storm, earthquake, flood, explosion, governmental restraint, breakage or accidents to equipment and any other cause, whether of the kind specifically enumerated above or otherwise, which shall not reasonably be within the control of the party claiming suspension. Force Majeure does not include any financial incapacity.

B. If TOUCHSTONE or OWNER is unable, wholly or in part, by reason of force majeure (as herein defined) to carry out an obligation under this Agreement, such obligation shall be suspended so far as it is affected by such force majeure during the continuance thereof. The party unable to perform shall give the other party prompt notice of such force majeure with reasonably full particulars thereof and, insofar as is known, the probable extent to which it will be unable to perform or be delayed in performing such obligation. The party unable to perform shall use all possible diligence to remove such force majeure as quickly as reasonably possible. If such force majeure event continues for more than sixty (60) days, either party may elect to terminate this Agreement, effective upon thirty (30) days written notice to the other party.

C. The requirement that any "force majeure" shall be removed with all possible diligence shall not require the settlement by the party unable to perform due to strikes, lockouts or other labor disputes or the meeting of any claims of or demands by any supplier or government entity contrary to the wishes of TOUCHSTONE or OWNER or which may be harmful to OWNER or to TOUCHSTONE.

## **XIII. NO WAIVER**

No delay or failure on the part of any party in exercising any right hereunder shall impair any such right or any remedy of the party so delaying or failing, nor shall it be construed to be a waiver of any continuing breach or default hereunder or any acquiescence therein or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default hereunder be deemed a waiver of any other breach or default theretofore or thereafter occurring.



#### **XIV. AMENDMENTS**

This Agreement can be changed, waived, released or discharged only by written amendment executed by the parties hereto.

#### **XV. SEVERABILITY**

- A. If it is held by a court of competent jurisdiction that:
1. any part of this Agreement is void, voidable, illegal or unenforceable; or
  2. this Agreement would be void, voidable, illegal or unenforceable unless any part of this Agreement were severed from this Agreement;
  3. that part shall be severable from and shall not affect the continued operation of the rest of this Agreement.
- B. The provisions of Section XV(A) shall not apply if the part of the Agreement affected is a substantive part in which event the parties shall in good faith renegotiate the provisions of the part so affected.

#### **XVI. ASSIGNMENT**

- A. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and consented to assigns.
- B. A party shall not assign its rights and shall not be (except as provided herein) released from its obligations in, to, or under, this Agreement without the prior written consent of the other party in each instance.

#### **XVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and such counterparts shall together constitute an agreement.

#### **XVIII. NOTICES**

Any notice, document or other item to be given delivered, furnished or received under this Agreement shall be deemed given, delivered, furnished or received when given in writing and (i) personally delivered, (ii) sent by e-mail, or (iii) upon delivery by a national overnight courier service to the addresses set forth in Section I of this Agreement, as the same may be changed by either party, from time to time, upon written notice to the other party in accordance with the terms hereof.

## **XIX. ARBITRATION**

Any dispute between the parties arising out of this Agreement shall be submitted to arbitration. If either party wishes to commence arbitration, it shall serve written notice to the other party and, within fifteen (15) days after service, the parties shall mutually select a single arbitrator to conduct such arbitration. In the event that the parties fail to agree on a single arbitrator within fifteen (15) days, each party shall select one (1) arbitrator within ten (10) days thereafter, and those two (2) arbitrators shall select a third arbitrator, within ten (10) days after their own selection, to form a panel of three (3) arbitrators. Each arbitrator so selected shall be a retired judge from the county in which the Golf Course Facility is located or a AAA arbitrator in such county. Any decision by the sole arbitrator, or by a majority of the arbitration panel, shall be final and binding upon the parties. Any arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association then in effect. Costs and expenses, including reasonable attorneys' fees, incurred with respect to the arbitration shall be borne by the losing party, unless otherwise determined by the arbitrator or arbitration panel based on a showing of good cause.

## **XX. MISCELLANEOUS**

A. The relationship between OWNER and TOUCHSTONE is that of independent contractors, and except as herein expressly provided, neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other or to bind the other in any manner or thing whatsoever.

B. This Agreement constitutes the entire agreement between the parties as to the management of the Golf Course Facility, and all prior or contemporaneous, oral or written agreements or instruments are merged herein.

C. The remedies provided herein for breach of this Agreement are not exclusive; and, in event of breach, the parties hereto have all the remedies provided by law.

D. This Agreement is not intended and does not create any rights or interest in persons not a party hereto.

E. Except as otherwise expressly stated herein to the contrary, in those circumstances provided herein in which approval by a party is required, such approval shall not be unreasonably withheld, conditioned or delayed.

F. The singular includes the plural and words importing one gender include the other gender.

G. The headings in this Agreement are for convenience only and shall not affect its interpretation.

## **XXI. APPLICABLE LAW**

This Agreement is subject to the law of the state in which the Golf Course Facility is located, and the parties submit to the jurisdiction of the courts of that State.

*[space left intentionally blank; signature page and exhibits follow]*

IN WITNESS WHEREOF, the parties, have signed this agreement on the date first hereinbefore written.

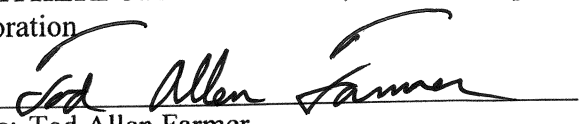
**TOUCHSTONE GOLF, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: Douglas J. Harker

Title: Executive Vice President

**WEATHERFORD COLLEGE**, a Texas nonprofit corporation

By: \_\_\_\_\_

Name: Tod Allen Farmer

Title: President

**GOLF COURSE FACILITY MANAGEMENT AGREEMENT  
LIST OF EXHIBITS**

- |           |  |
|-----------|--|
| Exhibit A | Known Litigation and Other Matters Related to the Golf Course Facility |
| Exhibit B | Sample Incentive Management Fee Calculation                            |



**EXHIBIT A**  
**KNOWN LITIGATION AND OTHER MATTERS**  
**RELATED TO THE GOLF COURSE FACILITY**

1. None.

## EXHIBIT B

### SAMPLE INCENTIVE MANAGEMENT FEE CALCULATION

<b><u>Incentive Calculation</u></b>		
Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA")	Current Period	-50,000
Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA")	Prior Period	-150,000
<b>Improvement</b>		<b>\$100,000</b>
Incentive Percentage	20%	
<b>Incentive to Touchstone Golf</b>		<b>\$20,000</b>
<i>Not actual numbers, example only.</i>		
Note: For purposes of the annual calculation, any incentive fee paid in the prior period shall be excluded to determine the actual full improvement in EBITDA.		



**Weatherford College Board of Trustees  
Action Item**

**DATE:** February 8, 2024

**AGENDA ITEM #6**

**SUBJECT:** Consideration and Possible Action: Solicitation of Goods and Services of \$49,999 or Less by Touchstone Golf for Canyon West Golf Course

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**INFORMATION AND DISCUSSION:** Effective February 1, 2024, Touchstone Golf began management services at Canyon West Golf Course. Per the Golf Course Facility Management Agreement between Weatherford College and Touchstone Golf, III Powers and Responsibilities of Touchstone, B. 8. states "Arranging for the purchase of such supplies and equipment as is reasonably necessary in order to operate the Golf Course Facility."

The current Weatherford College Purchasing Policy 16.3 Quotations for Purchases more Than \$10,000 But Less Than \$50,000, requires WC Purchasing Department personnel to secure three written quotations for anticipated campus-wide collective purchases for a 12-month period for related categories. In order for Touchstone Golf to purchase goods and services of \$49,999 or less for the Canyon West Golf Course as our management company, it is being recommended to allow Touchstone to secure these solicitations. All solicitations for goods and services, as well as construction, of \$50,000 or more will be solicited in accordance of Texas state laws by WC Purchasing Department personnel.

**RECOMMENDATION:** That the Board of Trustees approve solicitation of goods and services of \$49,999 or less by Touchstone Golf for Canyon West Golf Course as presented.

**ATTACHMENTS:** None

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



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** February 8, 2024

**AGENDA ITEM# 7.a.**

**SUBJECT:** Wise County, Academics, and Student Services Update

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**INFORMATION AND DISCUSSION:**

Program Updates:

**Wise County:**

- 60 Pearson tests, 8 GED tests, 5 TEAS, 10 TSI tests, 3 Accuplacer tests and 5 WCWC tests were administered at the WCWC testing center in January.
- The WCWC Director of Student Services has attended three evening dual credit informational meetings at local high schools and the remaining meetings are scheduled over the next few weeks.
- The WCWC Director of Student Services had over 90 student appointments in January. She worked with Wise County high schools for dual credit assisting with rosters and registering last minute students.
- 20 new LVN to RN ADN students started the program in January.
- WCWC spring 2024 enrollment saw an increase of 17% as compared to spring of 2023.
- The WCWC Workforce Manager has begun visiting each Wise County high school to recruit during lunch periods. She also serves on CTE advisory boards and has recently attended three area advisory meetings.
- The 4<sup>th</sup> annual Wise County Weld Off hosted by the WCWC Workforce is scheduled for May 10<sup>th</sup>. This year it will also include a build off in the parking lot. All Wise County high schools are invited to bring a team of four students.
- The WCWC Director of Student Services is also busy with recruitment activities. She has visited four of the area high schools during lunch periods and the remaining school visits are scheduled over the next month.
- WCWC is co-hosting a Wise County counselor's meeting on March 6<sup>th</sup>. Region 11 and Cook's Children will be offering informational sessions to the counselors.
- WCWC student services joined forces with the Financial Aid office to host a FAFSA Help Session from 3:00 pm to 8:00 pm February 1<sup>st</sup> for any interested community members.

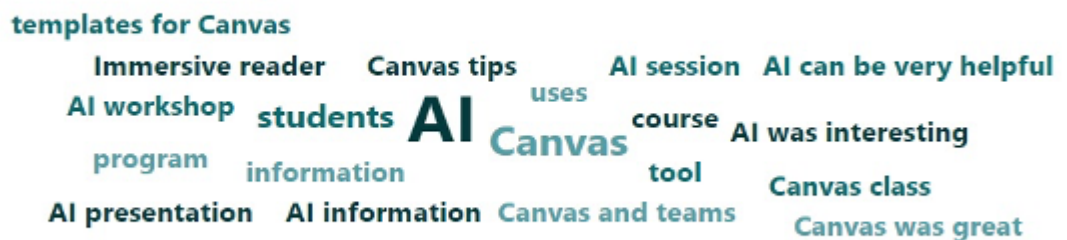


- WCWC workforce education just had 10 students complete the beginning HVAC program and an intermediate class will begin in March along with another beginning class.
- WCWC is hosting a TEAS workshop on February 9th

### Academics:

- The Education Department convened a meeting with Texas Wesleyan to align our Bachelor's to Master's program and to articulate our AAT to their Bachelor's degree in Education with a focus on advanced courses in Accounting, Agriculture, Art, Business, Drama, English, Science, History, Music, Psychology, and Social Sciences. This partnership will also create residency opportunities for our partnering ISDs across all five counties. A special thank you to Shannon Stoker, Leslie Hancock and Sarah Lock.
- On Friday, February 2<sup>nd</sup>, Scott Williams presented at the TCCTA on The Online Classroom.
- On March 1<sup>st</sup>, the 22<sup>nd</sup> Annual Math Contest will be hosted at Weatherford College. Andrew Ha is leading the initiative with Dr. Jeff Hood as the guest speaker at 11:00am in the Alkek.
- Department Chairs Shannon Stoker and Tasha Brown are leading an English as a Second Language task force to enhance programming to serve our ESL and international students.
- Academics and Student Services jointly hosted a meeting for area high school counselors on Friday, February 2<sup>nd</sup>, to promote WC programs and share information about admissions, financial aid, dual credit, new student orientation, housing, and college life.
- The Spring 2024 Connections Week was successful with 16 different sessions to select to enhance professional development opportunities at Weatherford College. The survey of the week received 75 responses (55 faculty, 14 staff, 1 adjunct faculty member and 5 administrators), with strong attendance at the sessions.
- Here is what participants found to be the most helpful:

20 respondents (34%) answered AI for this question.







- Recommendations for future workshops included:

12 respondents (24%) answered AI for this question.



- 64 out of 71 (or 90%) responded overall satisfaction of the sessions as 4 or 5 on a Likert scale of 1 to 5 with 5 being high satisfied. Thank you to the faculty, staff, and students for leading the sessions and everyone's feedback.
- Congratulations to the Paramedic Program. 100% of those who completed in December passed the registry, with eleven of fourteen (78%) employed.
- Representatives from the College community met on January 19, 2024, to review institutional performance data and develop the WC Comprehensive Local Needs Assessment. The CLNA is foundational to the Perkins Basic Grant. The College will receive an additional \$50,181 in Perkins reallocated funds.
- The Workforce Education Department was awarded \$75,950 in Texas Reskilling and Upskilling Through Education (TRUE) Grant funds to support student success and expansion of the College's Health Professions programs. These funds were awarded in a consortia grant led by Grayson College.
- The Workforce Education Department received a stand-alone award of \$250,000 TRUE Grant dollars to support student success and expansion of the College's high-tech and industrial programs, including Robotics and Automation. The stand-alone grant will fund the creation of the Certified Industry Technician Program.
- Fredrick Sanders will be presenting at the TMEA conference on Using Sprio I r as a Creative Digital Hub. The session swill focus on Sprio's ability to interface with MIDI technology.
- The Chandor Gardens Foundation leaders asked Dr. Song and Mr. Sanders to perform for the inaugural concert for the Foundation at the Gardens on March 9<sup>th</sup> from 7-9pm.
- Mr. Sanders, Dean Durrett, Mr. Kinsley and Dr. Ydoyaga visited Back Lot Studios on February 1<sup>st</sup> to evaluate the space and design of a television and film studio with a similar foot print to the Kingsley building studio.
- Carter Johnson, winner of the 2023 Weatherford College International Piano Competition and a doctoral student at Yale University, will host a master class at 5 p.m. Friday, Feb. 9, followed by a concert at 7 p.m. in the Alkek Fine Arts Center. Admission is free.

- Save the date for Spring 2024 Fine Arts Events:

# FINE ARTS SPRING 2024

## JANUARY

COLOR THEORY: COMBINING  
MUSIC & ART  
TUES. JAN. 30, 7 P.M.

## FEBRUARY

WCIPC WINNER'S RECITAL:  
CARTER JOHNSON  
FRI. FEB. 9, 7 P.M.

MARDI GRAS  
TUES. FEB. 13, 6-9 P.M.

WC JAZZ ORCHESTRA  
FAMILY TIES  
THURS. FEB. 22, 7 P.M.

"LITTLE WOMEN"  
THURS. FEB. 29, 7 P.M.

## MARCH

"LITTLE WOMEN"  
FRI. MAR. 1 & SAT. MAR. 2, 7 P.M.

SOLO PIANO CONCERT:  
FREDRICK SANDERS & STUDENTS  
TUES. MAR. 5, 7 P.M.

"INTO THE WOODS"  
FRI. MAR. 15, 7 P.M. | SAT. MAR. 16, 3 & 7 P.M.  
| SUN. MAR. 17, 3 P.M.

SONGWRITERS SHOWCASE  
THURS. MAR. 21, 7 P.M.

PIANO DUO AZUL CONCERT  
FRI. MAR. 22, 7 P.M.

FLUTE FESTIVAL & CONCERT  
SAT. MAR. 23, 8 A.M. | 5 P.M.

## APRIL

IT'S ALL ABOUT THE MUSIC  
THURS. APR. 4, 7 P.M.

HYEYOUNG SONG'S BEETHOVEN  
PIANO SONATA CYCLE - CONCERT IV  
FRI. APR. 5, 7 P.M.

"BAD AUDITIONS BY BAD ACTORS"  
BY IAN MCWETHY  
THURS. APR. 11, FRI. APR. 12, SAT. APR. 13, 7 P.M.

WCJO "TRIBUTE TO JAZZ  
COMPOSERS"  
THURS. APR. 18, 7 P.M.

WCIPC FINAL ROUND & AWARD  
CEREMONY  
SAT. APR. 20, 9 A.M. | 3 P.M.

WCJO STUDENT RECITAL  
MON. APR. 22, 7 P.M.

ACTING 2 CLASS PROJECTS  
WED. APR. 24 & THURS. APR. 25, 7 P.M.

COLLEGE CHOIR CONCERT  
FRI. APR. 26, 7 P.M.

## MAY

BI-ANNUAL STUDENT  
ART EXHIBITION  
THURS. MAY 2, 5:30-7 P.M.

OPERA WORKSHOP  
FRI. MAY 3, 7 P.M.

PIANO STUDENT RECITAL  
MON. MAY 6, 4 P.M.

VOICE STUDENT RECITAL  
TUES. MAY 7, 5 P.M.



### **Student Services:**

- During the spring enrollment cycle (November-January) Admission advised 1,740 students (average wait time of sixteen minutes and an average advising session of fourteen minutes) and had more than 2,200 total visits.
- The final number of students earning credentials and diplomas in December was 315.
- The college currently has seventy-eight international students (28 of them are student-athletes).
- The Testing Center is continuing to see an increase in the usage of the Testing Center in comparison to the previous January. Notably a 15% increase in TSI testing and a 39% increase in Pearson Vue testing. They are continuing to administer exams, particularly TCOLE exams, to the area previously served by the Midwestern University Testing Center prior to its recent closure.
- Disability Services is supporting 219 students with special needs this semester.
- On February 2, the college hosted an informational meeting with counselors from forty-one local high schools.
- During January, Student Ambassadors conducted fifty-six individual student tours and group tours from three schools totaling 136 students.
- Student Life had seventeen events in January.
- Student Support Services (part of TRIO) have been busy in the month of January:
  - Orientation Session – They kicked off the semester with a successful orientation session facilitated by the TRIO Staff attended by 43 students that were eager to learn about the resources and support available to them on campus. WC staff members provided vital information about student support services, academic support, and opportunities for personal growth.
  - Campus Tour at Tarleton State University – TRIO Staff took 20 students to Tarleton State University for a campus tour. The tour provided our students with valuable insights into campus life, facilities, and academic programs available at the university. It was an excellent opportunity for them to envision themselves as part of the larger university community.
  - Workshop: Starting the Semester OFF Right – the workshop was aimed at equipping our students with essential strategies for academic success and personal well-being. The feedback from participants was overwhelmingly positive, and has set a strong foundation for their academic journey this semester.
- The Talent Search portion of TRIO in January:
  - Conducted twenty-four school visits and provided services to more than 200 students.
  - Successfully recruited twenty-six new students into the Talent Search program.



- Assisted fifty-two students with completing their financial aid applications.
- Had thirty students attend an all-day TSI Bootcamp in Jacksboro, which they did on a Saturday.
- Financial Aid completed and submitted the important IPEDS Report.
- The Office of Student Development has been providing backpacks and warm clothing to students in need, particularly newly arrived international students.
- The Coyote Care Center is very busy:
  - The Coyote Counseling Center in the month of January had sixty-four in-person or Zoom contacts, fifty contacts by email or phone, and six walk-ins. Their weekly caseload is currently twenty-five.
  - The Coyote Clinic in January saw a 30% increase in visits (52) compared to January 2023. Most people that came in were complaining of respiratory symptoms and in general were “quite miserable.” Eight patients tested positive for flu, two for strep, and one for COVID.



## Weatherford College Board of Trustees Report

**DATE:** February 8, 2024

**AGENDA ITEM #6.b.**

**SUBJECT:** Proposed 2024-25 Tuition and Fees

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**INFORMATION AND DISCUSSION:** Based upon the recommendation of the Tuition and Fees Advisory Committee, the administration is considering changes in tuition and fees for the 2024-25 academic year for adoption in March before registration starts in April. In past years, the Tuition and Fees Advisory Committee would analyze the current year's tuition and fee rates along with dormitory/board rates, considering other factors such as:

- Anticipated budget expenditures for the next year's budget;
- State Appropriations on a biennial basis;
- Tuition and fee revenue supplements; and
- Other major revenue sources such as property taxes.

The preliminary fee schedule has been developed for academic and workforce classes taught on campus and online for our regular students taught during the regular semesters as well as workforce and continuing education, miscellaneous courses, and course fee changes.

The following considerations for the tuition and fee rates have been recommended and are listed below for the 2024-25 academic year:

- Tuition rates for in-district, non-dual credit students to increase by \$8.00 per semester credit hour or 7%. Tuition for out-of-district students to increase by \$18.00 per semester credit hour or 9%. Tuition for out-of-district WCWC students to increase by \$12.00 per semester credit hour or 8%. Out-of-state rates to increase by \$26.00 per semester credit hour or 9%.
- The Technology Fee to increase by \$5.00 per credit hour to \$15.00.
- A new Online Course Fee of \$10.00 per credit hour.
- Workforce Continuing Education tuition rates to increase from a maximum of \$100.00 per hour per course to \$200.00 per hour per course.
- A new NHA CPT exam proctor fee of \$25.00.
- The TEAS Test fee to increase by \$15.00 to \$100.00.
- The International Processing Fee to increase from \$50.00 to \$75.00.
- The housing cost for the new Durant Hall to be \$2,590.00 per room for a 1- and 2-bedroom unit and \$2,365.00 per room for a 4-bedroom unit. The housing cost for Coyote Village will remain the same at \$2,485.00 per room for a 1- and 2- bedroom unit and \$2,260.00 for a 4-bedroom unit.





- The nightly rate for student residents staying during breaks as well as summer guests and groups to increase by \$5.00 to \$30.00 per night.
- The dorm deposit to increase by \$50.00 to \$300.00 per room.
- Assessment fees to be reduced from \$85.00 to \$45.00 on FIRS.1301.
- A new incidental fee to be added on FIRS.1301 for required text fee of \$277.00.
- Assessment fees of \$45.00 are being added to FIRS.1313 and FIRS.1323.
- The training center lease fee of \$100.00 is being removed from FIRS.1433 and added to FIRS.1301.
- Insurance fees to increase from \$13.00 to \$15.00 on the following courses: RNSG.1161, RNSG.2360, RNSG.2362 and RNSG.2363.
- Assessment fee of \$460.00 is being removed from RNSG.1324.
- Assessment fees are being reduced from \$400.00 to \$282.00 on the following courses: RNSG.1430 and RNSG.1538
- Assessment fees are being increased from \$400.00 to \$563.00 on the following courses: RNSG.1533 and RNSG.2539.
- Supply fees are being reduced from \$300.00 to \$100.00 on the following courses: WLDG.1200, WLDG.1202, WLDG.1204, WLDG.1206, WLDG.1307, WLDG.1313, WLDG.1317, WLDG.1327 and WLDG.1435.
- Supply fees of \$100.00 are being added to the following courses: WLDG.1353, WLDG.1428, WLDG.2406 and WLDG.2432.
- A new incidental fee is being added to OSH.1301 for the OSHA-30 card fee.
- Assessment fees of \$25.00 are being added to the following courses: CETT.1407, ELMT.1301, INMT.1305, RBTC.1305, INTC.1341, INTC.1357 and ELMT.1305.

What has not been recommended at this time due to HB8 rules are rates for dual credit courses. This information will be presented to you after further projections can be made prior to the March Board meeting.

A final tuition and fees recommendation, including dual enrollment rates, will be made to the Board of Trustees in March after further consideration and review of the dual credit course tuition and fees can be made. The cabinet, assisted by Dr. Sarah Lock, Associate Dean of Dual Credit and E-Learning, will continue to analyze information until we feel comfortable that the tuition and fees recommended are sustainable.

**ATTACHMENTS:** Schedule of Proposed Tuition, Miscellaneous Charges & Course Fee Changes for Fiscal Year 2024-2025.

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

Weatherford College						
Tuition & Fees, Miscellaneous Charges & Course Fee Changes						
Fiscal Year 2024-2025						
(Changes in Red)						
			2024-2025	2023-2024	Difference	% Change
<b>Tuition &amp; Fees</b>						
	In District	per credit hour	\$125.00	\$117.00	\$8.00	7%
	Out of District	per credit hour	\$220.00	\$202.00	\$18.00	9%
	Out of District -Wise	per credit hour	\$162.00	\$150.00	\$12.00	8%
	Out of State	per credit hour	\$312.00	\$286.00	\$26.00	9%
	Technology Fee	per credit hour	\$15.00	\$10.00	\$5.00	50%
	Online Course Fee	per credit hour	\$10.00	\$0.00	\$10.00	100%
	Institutional Enrichment Fee <i>(waived for dual credit)</i>	per credit hour	\$25.00	\$25.00	\$0.00	0%
<b>Tuition Differential</b>						
	Associate Degree Nursing	per credit hour	\$100.00	\$100.00	\$0.00	0%
	RN-to-BSN	per credit hour	\$100.00	\$100.00	\$0.00	0%
	Occupational Therapy Assistant	per credit hour	\$60.00	\$60.00	\$0.00	0%
	Physical Therapist Assistant	per credit hour	\$60.00	\$60.00	\$0.00	0%
	Radiologic Technology	per credit hour	\$60.00	\$60.00	\$0.00	0%
	Respiratory Care	per credit hour	\$40.00	\$40.00	\$0.00	0%
	Diagnostic Medical Sonography	per credit hour	\$60.00	\$60.00	\$0.00	0%
	Vocational Nursing	per credit hour	\$40.00	\$40.00	\$0.00	0%
	Phlebotomy Technology	per credit hour	\$20.00	\$20.00	\$0.00	0%
	Cosmetology	per credit hour	\$20.00	\$20.00	\$0.00	0%
	Welding Technology	per credit hour	\$20.00	\$20.00	\$0.00	0%
<b>Workforce Continuing Education</b>						
	Contract Training Tuition	per hour	\$0 - \$750.00	\$0 - \$750.00	\$0.00	0%
	Per Course Tuition	per hour	\$0 - \$200.00	\$0 - \$100.00	\$100.00	100%
<b>Miscellaneous Charges</b>						
	Inclusive Access Textbook Charge (Day One Access)				Varies by course and publisher	
<b>Testing Center</b>						
	Accuplacer Test (formerly Compass Test)		\$25.00	\$25.00	\$0.00	0%
	ADN-A&P and Microbiology Test		\$30.00	\$30.00	\$0.00	0%
	CLEP Test		\$15.00	\$15.00	\$0.00	0%
	Community Service Proctor Fee		\$25.00	\$25.00	\$0.00	0%
	HESI A2 Testing Fee		\$60.00	\$60.00	\$0.00	0%
	NHA CPT Exam Proctor Fee		\$25.00	\$0.00	\$25.00	100%
	TCFP Test (formerly State Fire Certification Test)		\$25.00	\$25.00	\$0.00	0%
	TCOLE Test (formerly TCLEOSE Test)		\$25.00	\$25.00	\$0.00	0%
	TEAS Test		\$100.00	\$85.00	\$15.00	18%
	TSI Assessment Test		\$25.00	\$25.00	\$0.00	0%
<b>Other Miscellaneous Non-Instructional and Incidental Fees</b>						
	Return Payment Service Charge		\$25.00	\$25.00	\$0.00	0%
	TouchNet Payment Plan Charge		\$25.00	\$25.00	\$0.00	0%
	Student Print/Copier charge					
	B&W per page		\$0.10	\$0.10	\$0.00	0%
	Color per page		\$0.15	\$0.15	\$0.00	0%
	Fax Charges (per fax, unlimited pages)		\$2.00	\$2.00	\$0.00	0%
	Three-Peat Fee (per semester hour)		\$50.00	\$50.00	\$0.00	0%
	Coyote Card Replacement (per replacement)		\$10.00	\$10.00	\$0.00	0%

			2024-2025	2023-2024	Difference	% Change
<b>Student Services</b>						
	Application Fee		\$5.00	\$5.00	\$0.00	0%
	Transcript Fee		\$5.00	\$5.00	\$0.00	0%
	International Processing Fee		\$75.00	\$50.00	\$25.00	50%
<b>Learning Resource Center</b>						
	Library - Overdue Item	per day	\$0.25	\$0.25	\$0.00	0%
	Maximum		\$15.00	\$15.00	\$0.00	0%
	Library - Lost Item Processing Fee		\$20.00	\$20.00	\$0.00	0%
	Library - Lost Item Replacement Fee	Current market price		\$0.00	Varies	Varies
<b>Campus Police</b>						
	Parking Permits					
	Fall		\$30.00	\$30.00	\$0.00	0%
	Spring		\$30.00	\$30.00	\$0.00	0%
	Summer		\$30.00	\$30.00	\$0.00	0%
	Replacement/Additional Parking Permit		\$10.00	\$10.00	\$0.00	0%
	Parking Fines (per offense)					
	Failure to display registration permit		\$15.00	\$15.00	\$0.00	0%
	Parking in a no park zone		\$15.00	\$15.00	\$0.00	0%
	Parking in a faculty/staff only		\$25.00	\$25.00	\$0.00	0%
	Parking in a handicap space		\$50.00	\$50.00	\$0.00	0%
	Parking in a crosswalk/fire lane		\$25.00	\$25.00	\$0.00	0%
	Parking in a 15-minute zone		\$15.00	\$15.00	\$0.00	0%
	Not parking wholly within lines		\$15.00	\$15.00	\$0.00	0%
	Other		\$15.00	\$15.00	\$0.00	0%
<b>Room and Board Charges</b>						
	Per Semester Charges:					
	1&2 bedroom (per room)	Coyote Village	\$2,485.00	\$2,485.00	\$0.00	0%
	4 bedroom (per room)	Coyote Village	\$2,260.00	\$2,260.00	\$0.00	0%
	1&2 bedroom (per room)	Durant Hall	\$2,590.00	\$0.00	\$2,590.00	100%
	4 bedroom (per room)	Durant Hall	\$2,365.00	\$0.00	\$2,365.00	100%
	10 meal plan (including sales tax)		\$1,410.00	\$1,410.00	\$0.00	0%
	19 meal plan (including sales tax)		\$1,625.00	\$1,625.00	\$0.00	0%
	Non Semester Charges:					
	Nightly Rate-Student Residents Staying During Breaks		\$30.00	\$25.00	\$5.00	20%
	Nightly Rate-Summer Guests and Groups		\$30.00	\$25.00	\$5.00	20%
	Housing - Lost Slide Key		\$50.00	\$50.00	\$0.00	0%
	Housing - Lost Bedroom Key		\$100.00	\$100.00	\$0.00	0%
	Lease Termination Fee		\$1,000.00	\$1,000.00	\$0.00	0%
	Dorm Deposit		\$300.00	\$250.00	\$50.00	20%

Course Fee Changes					
Course ID	Assessment Fee	Incidental Fee	Lab Fee	Explanation	
FIRS.1301		\$277.00		Required Text Fee	
FIRS.1301	\$45.00			Fire Science Test Fee (reduce from \$85 currently charged)	
FIRS.1301		\$100.00		Training Center Lease Fee	
FIRS.1313	\$45.00			Fire Science Test Fee	
FIRS.1323	\$45.00			Fire Science Test Fee	
FIRS.1433		\$0.00		Remove \$100 Training Center Lease Fee (move to FIRS.1301)	
RNSG.1161		\$15.00		Change in Insurance Fee (increase from \$13 to \$15)	
RNSG.2360		\$15.00		Change in Insurance Fee (increase from \$13 to \$15)	
RNSG.2362		\$15.00		Change in Insurance Fee (increase from \$13 to \$15)	
RNSG.2363		\$15.00		Change in Insurance Fee (increase from \$13 to \$15)	
RNSG.1324	\$0.00			Remove \$460 Testing Fee	
RNSG.1430	\$282.00			Change in Testing Fee (reduce from \$400)	
RNSG.1533	\$563.00			Change in Testing Fee (reduce from \$400)	
RNSG.1538	\$282.00			Change in Testing Fee (reduce from \$400)	
RNSG.2539	\$563.00			Change in Testing Fee (reduce from \$400)	
WLDG.1200		\$100.00		Change in Supply Fee (reduce from \$300)	
WLDG.1202		\$100.00		Change in Supply Fee (reduce from \$300)	
WLDG.1204		\$100.00		Change in Supply Fee (reduce from \$300)	
WLDG.1206		\$100.00		Change in Supply Fee (reduce from \$300)	
WLDG.1302		\$100.00		New Supply Fee	
WLDG.1306		\$100.00		New Supply Fee	
WLDG.1307		\$100.00		Change in Supply Fee (reduce from \$300)	
WLDG.1313		\$100.00		Change in Supply Fee (reduce from \$300)	
WLDG.1317		\$100.00		Change in Supply Fee (reduce from \$300)	
WLDG.1327		\$100.00		Change in Supply Fee (reduce from \$300)	
WLDG.1353		\$100.00		New Supply Fee	
WLDG.1428		\$100.00		New Supply Fee	
WLDG.1435		\$100.00		Change in Supply Fee (reduce from \$300)	
WLDG.2406		\$100.00		New Supply Fee	
WLDG.2432		\$100.00		New Supply Fee	
OSHT.1301		\$10.00		OSHA-30 Card Fee	

Course ID		Assessment Fee	Incidental Fee		Explanation
	CETT.1407	\$25.00			Industry-Recognized NIMS Test
	ELMT.1301	\$25.00			Industry-Recognized NIMS Test
	INMT.1305	\$25.00			Industry-Recognized Test
	RBTC.1305	\$25.00			Industry-Recognized Universal Robotics Test
	INTC.1341	\$25.00			Industry-Recognized NIMS Test
	INTC.1357	\$25.00			Industry-Recognized NIMS Test
	ELMT.1305	\$25.00			Industry-Recognized NIMS Test





**Weatherford College Board of Trustees  
Report**

**DATE:** February 8, 2024

**AGENDA ITEM #7.c.**

**SUBJECT:** Weatherford College Phlebotomy Pathways

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**INFORMATION AND DISCUSSION:** Nina Maniotis will showcase Weatherford College's Phlebotomy Program and highlight some graduate success stories.

**ATTACHMENTS:** None

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**SUBMITTED BY:** Nina Maniotis, Instructor and Director, Phlebotomy



## Future Agenda Items or Meetings:

- Adoption of 2024-25 Tuition and Fees
- Annual Evaluation and Employment Contract of the College President



## **Upcoming Events**

February 9	WC International Piano Competition Winner's Recital (Alkek Fine Arts Center, 7:00 p.m.)
February 10	Softball – WC vs. Northeast Texas (Stuart Field, 1 p.m. doubleheader)
February 12	Monthly Ex-Students Meeting (Strain Community Room, Noon)
February 13	Mardi Gras Festival (Alkek Fine Arts Center, 6:00 to 9:00 p.m.)
February 16-17	Baseball – WC vs. Frank Phillips (Williams Ballpark, 3:00 p.m. Friday, Sat. Noon doubleheader)
February 16-17	Softball – “Coyote Chillout” (Stuart Field, see <a href="http://wcathletics.com">wcathletics.com</a> for schedule)
February 17	Basketball – WC vs Collin (Graber Athletic Center, 2:00 p.m. women, 4:00 men)
February 21	Basketball – WC vs Grayson (Graber Athletic Center, 5:00 p.m. women, 7:00 men)
February 22	WC Jazz Orchestra – “Family Ties” (Alkek Fine Arts Center, 7:00 p.m.)

February 23-24	Baseball – WC vs. Odessa (Williams Ballpark, 5:00 p.m. Friday, Sat. Noon doubleheader)
February 23-24	Softball – “Coyote Chillout” (Stuart Field, See <a href="http://wcathletics.com">wcathletics.com</a> for schedule)
February 28	Softball – WC vs McLennan (Stuart Field, 1:00 p.m. doubleheader)
February 29	Jack Harvey Academy of Exemplary Teachers (Emerging Tech. and Workforce Bldg, Community Room, 10:00 a.m.)
February 29 – March 2	“Little Women” (Alkek Fine Arts Center, 7:00 p.m.)
March 1-2	Baseball – WC vs. New Mexico Military (Williams Ballpark, doubleheaders at 1:00 p.m., both days)
March 2	Basketball – WC vs Southwestern Christian (Graber Athletic Center, 2:00 p.m. women, 4:00 men)
March 5	Solo Piano Concert: Fredrick Sanders & Students (Alkek Fine Arts Center, 7:00 p.m.)
March 6	Basketball – WC vs Hill College (Graber Athletic Center, 5:00 p.m. women, 7:00 men)



**Weatherford College Board of Trustees  
Closed Session**

**DATE:** February 8, 2024

**AGENDA ITEM #10.a.**

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

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

**RECOMMENDATION:** None.

**ATTACHMENT:** None.

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**SUBMITTED BY:** Dan Carney, Chair of the Board of Trustees





**Weatherford College Board of Trustees  
Closed Session**

**DATE:** February 8, 2024

**AGENDA ITEM #10.b.**

**SUBJECT:** Deliberation of Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee in accordance with Government Code 551.074.

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

**RECOMMENDATION:** None at this time.

**ATTACHMENT:** None.

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**SUBMITTED BY:** Dan Carney, Chair of the Board of Trustees



**Weatherford College Board of Trustees**

**DATE:** February 8, 2024

**AGENDA ITEM #11**

**SUBJECT:** Consideration and Possible Action: Real Property

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

**RECOMMENDATION:** None.

**ATTACHMENT:** None.

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**SUBMITTED BY:** Dan Carney, Chair of the Board of Trustees



**Weatherford College Board of Trustees**

**DATE:** February 8, 2024

**AGENDA ITEM #12**

**SUBJECT:** Consideration and Possible Action: Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee in accordance with Government Code 551.074.

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

**RECOMMENDATION:** None at this time.

**ATTACHMENT:** None.

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**SUBMITTED BY:** Dan Carney, Chair of the Board of Trustees



Adjourn