PUBLIC NOTICE OF MEETING
AMARILLO COLLEGE BOARD OF REGENTS
AGENDA FOR REGULAR MEETING
August 25, 2026
6:00 p.m.

The Regular Meeting of the Board of Regents of the Amarillo Junior College District will be held beginning at 6:00 p.m. on Tuesday, August 25, 2026, in the Palo Duro Room, College Union Building, 2nd floor, on the Washington Street Campus, 2201 S. Washington Street, Amarillo, Texas 79109.

Live Stream Link https://info.actx.edu/BOR

The subjects to be discussed, considered, or upon which any formal action may be taken are as follows:

If during the course of the meeting, any discussion of any item on the agenda or any other permitted matter(s) should be held in closed meeting, the Board will convene in such closed meeting in accordance with the applicable section of the Texas Government Code, Title 5, Chapter 551 et seq.

Agenda for the Amarillo College Board of Regents Regular Meeting on Tuesday, August 25, 2026

Mission:
Transforming our community and economy through learning, innovation, and achievement.

The Regular Meeting of the Board of Regents of the Amarillo Junior College District will be held beginning at 6:00 PM on Tuesday, August 25, 2026, in the Washington Street Campus, College Union Building, 2nd Floor, Palo Duro Room, 2201 S. Washington St., Amarillo, TX 79109.

The subjects to be discussed, considered, or upon which any formal action may be taken are as follows:

1. **CALL TO ORDER**
2. **WELCOME**
3. **PLEDGE OF ALLEGIANCE**
4. **PRAYER**
5. **PUBLIC COMMENTS**
6. **SGA REPORT** - Ms. Jessica Magana
7. **REGENT'S REPORTS, COMMITTEES, AND COMMENTS REGARDING AC AFFILIATES**
   Executive Committee - report by Barrett-Chair, Fortunato, Carlisle, Hughes
   AC Foundation - report by Fortunato, Woodburn
   Amarillo Museum of Art (AMoA) - report by Fortunato
   Panhandle PBS - report by Thomas, Woodburn
   Tax Increment Reinvestment Zone 1 (TIRZ 1) - report by Woodburn
   Tax Increment Reinvestment Zone 2 (TIRZ 2) - report by Skinner
   Tax Increment Reinvestment Zone 3 (TIRZ 3) - report by Proffer
   Standing Policies & Procedures Committee - report by Carlisle-Chair, Fortunato, Hughes, Turner
   Finance Committee (AC Investment, Potential Lease & Sales Opportunities) - report by Mize-Chair, Barrett, Fortunato, Proffer
   Legislative Affairs Committee - report by Hughes-Chair, Carlisle, Thomas, Woodburn
   Community College Association of Texas Trustees (CCATT) - report by Thomas
   Nominating Committee - report by Woodburn-Chair, Fortunato, Proffer, Thomas
   Hereford Campus & Moore County Campus Reports - Pesina, Turner
8. **INTRODUCTION OF MR. RAMON SUAREZ** - Dr. Jamelle Conner
   This item is placed on the agenda so that President Dr. Jamelle Conner can introduce the new Vice President of Administrative Services.

   This item is for discussion only. No action is required.
9. **PRESIDENT'S REPORT** - Dr. Jamelle Conner
   This item is placed on the agenda so that the College President may provide updates on recent presidential activities, community engagements, and other newsworthy items.

This item is for discussion only. No action is required.

10. **MINUTES**
Minutes of the regular meeting on June 30, 2026, the special meeting and budget workshop on July 28, 2026, and special meeting on August 11, 2026, have been provided to the Board of Regents.

After discussion, the Board of Regents may wish to approve these minutes.

11. **CONSENT AGENDA**

A. APPOINTMENTS

The Faculty appointments for approval by the Board are attached at page 10.

B. BUDGET AMENDMENTS

The Budget Amendments for approval by the Board are attached at page 11.

C. ITEM OVER $50,000 - $99,999 AND RENEWALS

REQUEST FOR THE APPROVAL AND ANNUAL RENEWAL OF MAINTENANCE AND SUPPORT FOR ELLUCIAN SMART PLAN AND SMART PLAN INSIGHTS SOFTWARE

- **Subject:** Consideration of annual renewal for maintenance and support for Ellucian Smart Plan and Smart Plan Insights software from 10/1/2026 through 9/30/2027. This is annual renewal for a system already embedded in college operations. Renewal is the most cost-effective option avoiding the higher costs and disruption associated with replacement.
- **Proposed Action:** Approve the purchase for annual renewal of maintenance and support of Ellucian Smart Plan and Smart Plan Insights software.
- **Vendor:** Ellucian
- **Funding Source:** Technology Replacement Equipment Contingency Fund
- **Amount:** $136,725.00

REQUEST FOR THE APPROVAL AND ANNUAL RENEWAL OF MAINTENANCE AND SUPPORT FOR ELLUCIAN SYSTEM SOFTWARE CONTRACT

- **Subject:** Consideration of annual renewal for maintenance and support for Ellucian system software contract from 9/1/2026 through 8/31/2027. This is an annual renewal for a system already embedded in college operations for current contract that is year 3 of 5 and will end 8/31/2028. Renewal is the most cost-effective option, avoiding the higher costs and disruption associated with replacement.
- **Proposed Action:** Approve the purchase for renewal of maintenance and support for Ellucian software.
- **Vendor**: Ellucian Company, LLC
- **Funding Source:** Technology Replacement Equipment Contingency Fund
- **Amount:** $878,630.00

REQUEST FOR THE APPROVAL AND ANNUAL RENEWAL OF MAINTENANCE AND SUPPORT FOR NEOGOV SYSTEM SOFTWARE CONTRACT

- **Subject:** Consideration for annual renewal of maintenance and support of NeoGov system software contract from 10/23/2026 through 10/22/2027. This is an annual renewal of a system already embedded in college operations for current contract signed June 2026. Renewal is the most cost-effective option, avoiding the higher costs and disruption associated with replacement.
- **Proposed Action:** Approve the purchase for renewal of maintenance and support of NeoGov software.
- **Vendor:** NeoGov
- **Funding Source:** Technology Replacement Equipment Contingency Fund
- **Amount:** $51,975.87

REQUEST FOR THE APPROVAL AND ANNUAL RENEWAL OF MAINTENANCE AND SUPPORT FOR ANTHOLOGY/BLACKBOARD SYSTEM SOFTWARE CONTRACT

- **Subject:** Consideration for annual renewal of maintenance and support for Anthology/Blackboard system software contract from 9/16/2026 through 9/15/2027. This is an annual renewal for a system already embedded in college operations for current contract that is year 2 of 5 and will end 9/15/2030. Renewal is the most cost-effective option, avoiding the higher costs and disruption associated with replacement.
- **Proposed Action:** Approve the purchase for renewal of maintenance and support of Anthology/Blackboard software.
- **Vendor:** Anthology/Blackboard
- **Funding Source:** Technology Replacement Equipment Contingency Fund
- **Amount:** $450,359.00

REQUEST FOR THE APPROVAL AND ANNUAL RENEWAL OF MAINTENANCE AND SUPPORT FOR SOFTDOCS SOFTWARE CONTRACT

- **Subject:** Consideration of annual renewal for maintenance and support of SoftDocs software contract from 9/1/2026 through 8/31/2027. This is an annual renewal for a system already embedded in college operations for annual contract. Renewal is the most cost-effective option, avoiding the higher costs and disruption associated with replacement.
- **Proposed Action:** Approve the purchase of renewal of maintenance and support for SoftDocs software.
- **Vendor:** SoftDocs
- **Funding Source:** Technology Replacement Equipment Contingency Fund
- **Amount:** $68,225.93

REQUEST FOR THE APPROVAL AND ANNUAL RENEWAL OF MAINTENANCE AND SUPPORT FOR TOUCHNET SUBSCRIPTION SERVICE

- **Subject:** Consideration of annual renewal for maintenance and support for TouchNet subscription software from 9/1/2026 through 8/31/2027. This is an annual renewal for a

system already embedded in college operations. Renewal is the most cost-effective option avoiding the higher costs and disruption associated with replacement.
- **Proposed Action:** Approve the purchase for annual renewal of maintenance and support for TouchNet subscription software.
- **Vendor:** TouchNet Information Systems
- **Funding Source:** Technology Replacement Equipment Contingency Fund
- **Amount:** $78,282.00

REQUEST FOR THE APPROVAL AND ANNUAL RENEWAL OF MAINTENANCE AND SUPPORT FOR MANAGE ENGINE ENDPOINT CENTRAL SECURITY EDITION SUBSCRIPTION

- **Subject:** Consideration for annual renewal of maintenance and support for SHI Government Solutions ManageEngine Endpoint Central Security Edition Subscription from 9/19/2026 through 9/17/2027. This is an annual renewal for a system already embedded in college operations. Annual renewal is the most cost-effective option, avoiding the higher costs and disruption associated with replacement.
- **Proposed Action:** Approve the purchase for renewal of maintenance and support of SHI Government ManageEngine Endpoint Central Security Edition software.
- **Vendor:** SHI Government Solutions
- **Funding Source:** Technology Replacement Equipment Contingency Fund
- **Amount:** $78,091.20

REQUEST FOR THE APPROVAL OF THE PURCHASE OF XR PROMAX 3D WITH CEPH/CALM IMAGING UNIT

- **Subject:** Consideration and approval of the purchase of XR Pro Max 3D with Ceph/Calm Imaging Unit
- **Proposed Action:** Approve the purchase of a XR Promax 3D with Ceph/Calm Imaging Unit.
- **Vendor:** Henry Schein, Inc.
- **Funding Source:** HSI STEM GRANT
- **Amount:** $98,412.92

REQUEST FOR THE APPROVAL OF PAYMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

- **Subject:** Consideration of payment for Architectural and Engineering services for A-7 Ware Student Commons renovation of 4th floor bond project.
- **Proposed Action:** Approve the payment for Architectural and Engineering services for A-7 Ware Student Commons renovation of 4th floor bond project.
- **Vendor:** Sims + Architects Inc.
- **Funding Source:** Alterations and Improvements Ware Project.
- **Amount:** $66,061.82

REQUEST FOR THE APPROVAL AND ANNUAL RENEWAL OF MAINTENANCE AND SUPPORT FOR CARAHSOFT SERVICENOW SOFTWARE

- **Subject:** Consideration of annual renewal for maintenance and support of Carahsoft ServiceNow software from 10/1/2026 through 9/30/2027. This is an annual renewal for a system already embedded in college operations. Renewal is the most cost-effective option avoiding the higher costs and disruption associated with replacement.
- **Proposed Action:** Approve the purchase for annual renewal of maintenance and support for Carahsoft ServiceNow software.
- **Vendor:** Carahsoft Technology Corporation
- **Funding Source:** Technology Replacement Equipment Contingency Fund.
- **Amount:** $56,137.68

REQUEST FOR THE APPROVAL TO PURCHASE MECHANICAL SUPPLIES AND COMPREHENSIVE WORK FOR THE 2026-2027 BUDGET YEAR

- **Subject:** Consider the purchase of various mechanical supplies and comprehensive work for the 2026-2027 budget year.
- **Proposed Action:** Approve the purchase of various mechanical supplies and comprehensive work.
- **Vendors:** Johnson Controls
- **Funding Source:** Building Maintenance Budget 2026-2027
- **Amount:** $60,000

REQUEST FOR THE APPROVAL TO PURCHASE CUSTODIAL SUPPLIES FOR THE 2026-2027 BUDGET YEAR

- **Subject:** Consideration and approval to purchase custodial supplies in an amount not to exceed $135,000 for the 2026-2027 budget year.
- **Proposed Action:** Approval to purchase of custodial supplies
- **Vendors:** Empire Paper Company and Mayfield Paper Company
- **Funding Sources:** Custodial supplies budget 2026-2027
- **Amount:** $40,000 to Empire Paper Company and $95,000 to Mayfield Paper Company

After discussion, the Board of Regents may wish to approve the Consent Agenda.

12. **INNOVATION OUTPOST UPDATE -** Ms. Denese Skinner, Mr. David Terry, and Mr. Kevin Cheek
This item is placed on the agenda to update the Board of Regents on the Innovation Outpost's vision to be the preeminent workforce acceleration engine in the Texas Panhandle.

This item is for discussion only. No action is required.

13. **PROPOSED EXPANSION OF TIRZ 2 -** Mr. Drew Brassfield
This item is on the agenda in order for the Board of Regents to receive a proposal to expand East Gateway Tax Increment Zone #2 by adding approximately 2,092 acres to it. A representative from the City of Amarillo will be in attendance to explain the proposal.

This item is for discussion only. No action will be taken.

14. **APPROVAL OF MISSION, VISION, VALUES, AND STRATEGIC GOALS** - Dr. Jamelle Conner
This item is placed on the agenda so that the Board of Regents may review for possible approval the proposed mission, vision, values, and strategic goals for Every Dream 2031.

After discussion, the Board of Regents may wish to approve the mission, vision, values, and strategic goals for Every Dream 2031.

15. **PUBLIC HEARING ON THE PROPOSED TAX RATE FOR 2026** - Dr. Jamelle Conner
In accordance with provisions of Section 26.06 of the Texas Tax Code, a notice of a public hearing regarding the proposed tax rate for 2026 was published in the newspaper on August 17, 2026.

At this time any person and/or persons wishing to come before the Board of Regents regarding the proposed tax rate for 2026 for the Amarillo Junior College District is given the opportunity to be heard.

16. **APPROVAL OF THE TAX RATE FOR 2026** - Dr. Jamelle Conner
In accordance with the provisions of Section 26.06 of the Texas Tax Code, Amarillo Junior College District published a legal notice stating that the no-new-revenue tax rate for 2025 for the Amarillo Junior College District is $0.21717 per $100 of assessed value.

Adoption of the following resolution will set the 2026 Tax Rate at $0.24670 for operations.

R E S O L U T I O N

WHEREAS, the Chair of the Board of Regents of the Amarillo Junior College District has caused to be formulated and adopted a budget for Amarillo College in the Amarillo Junior College District for the fiscal year beginning September 1, 2026, and ending August 31, 2027, the tax year 2026, now, therefore,

BE IT RESOLVED THAT:

1. An ad valorem tax of, and at the rate of six thousand eight hundred thirty thousandths' cents ($0.06830) on the one-hundred-dollar ($100) value thereof, estimated in lawful currency of the United States of America, be levied to pay interest on and provide a sinking fund for Amarillo College in the Amarillo Junior College District for bonds issued
July 2, 2015, September 1, 2016, September 12, 2019, February 15, 2020, March 23, 2021, and April 7, 2022.

2. An ad valorem tax of, and at the rate of seventeen thousand eight hundred forty hundred thousandths cents ($0.17840) on the one-hundred-dollar ($100) value thereof, estimated in lawful currency of the United States of America, be levied to pay for the support and maintenance of Amarillo College in the Amarillo Junior College District for the fiscal year 2026-2027, the tax year 2026.

BE IT ORDERED by the Board of Regents of the Amarillo Junior College District that there is hereby levied for the tax year 2026 on all real property situated in, and all business personal property owned within the limits of said district on the first day of January 2026 same being the current year, except so much thereof as may be exempt by the Constitution and Laws of the State of Texas, or of the United States of America, a total of twenty-four thousand six hundred seventy thousandths cents ($0.24670) on the one-hundred dollar ($100) value thereof, estimated in lawful currency of the United States of America for support and maintenance, payment of current interest, and a sinking fund for the retirement of bonds of Amarillo College in the Amarillo Junior College District for the fiscal year 2026-2027. "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE." "THE TAX RATE WILL EFFECTIVELY BE RAISED BY 13.59% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $12.94."

After discussion, the Board of Regents may wish to approve the tax rate.

17. **PUBLIC HEARING ON THE BUDGET FOR 2026-2027 FISCAL YEAR** - Dr. Jamelle Connner
At this time any person and/or persons wishing to come before the Board of Regents regarding the 2026-2027 budget for Amarillo College in the Amarillo Junior College District is given the opportunity to be heard.

18. **ADOPTION OF THE BUDGET FOR 2026-2027 FISCAL YEAR** - Dr. Jamelle Conner

R E S O L U T I O N

WHEREAS, the legal requirements of the laws of the State of Texas and the regulations of the Texas Higher Education Coordinating Board regarding this document have been met;

NOW, THEREFORE, BE IT RESOLVED that the said proposed budget for the 2026-2027 fiscal year is hereby designated as the official budget for Amarillo College in the Amarillo Junior College District for the 20026-2027 fiscal year.

BE IT FURTHER RESOLVED that Mr. Jay Barrett, Chair of the Board of Regents of the Amarillo Junior College District, be directed to file copies of this official budget with the county clerks of Potter and Randall counties of Texas, and with the Texas Higher Education Coordinating Board for distribution to the Governor's Budget and Planning Office, the Legislative Budget Board, and the Legislative Reference Library.

After discussion, the Board of Regents may wish to approve the proposed budget.

19. **FINANCIAL REPORTS** - Ms. Tiffani Crosley
This item is placed on the agenda so that the board may review the financial statements for May 31, 2026, and June 30, 2026, as well as the Monthly Financial Report, which are attached.

After discussion, the Board of Regents may wish to approve the Financial Reports.

20. **APPROVAL AND ADOPTION OF UPDATES TO POLICIES DIAA, DIAB, FFDA, AND FFDB OF THE BOARD OF REGENTS POLICY MANUAL** - Mrs. Anette Carlisle
This item is placed on the agenda so the regents may review and approve the Title IX Coordinator contact information for the following policies:

DIAA - Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence (Employees)
DIAB - Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics (Employees)
FFDA - Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence (Students)
FFDB - Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics (Students)
A redlined version of each policy will be included in Boardbook for the regents to review.

After discussion, the Board of Regents may wish to approve and adopt the updated Board of Regents Policies DIAA, DIAB, FFDA, and FFDB as described in the materials attached.

21. **APPROVAL OF INTERLOCAL AGREEMENT WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)** - Mr. Bob Austin
This item is placed on the agenda in order for the Board of Regents to consider approval of an Interlocal Agreement between Amarillo College and The Texas Commission on Environmental Quality (TCEQ) regarding testing services. The Agreement is included in the materials provided.

After discussion, the Board of Regents may wish to approve the agreement.

22. **CONSIDERATION AND APPROVAL OF RENEWING THE LINE OF CREDIT WITH AMARILLO NATIONAL BANK** - Mr. Mark White
This item was placed on the agenda in order for the Board of Regents to consider renewing the existing $5,000,000 revolving line of credit with Amarillo National Bank for an additional one-year term beginning October 1, 2026.

After discussion, the Board of Regents may wish to approve the renewal.

23. **PRESIDENT'S PERFORMANCE INCENTIVE**
This item is placed on the agenda in order for the Board of Regents to discuss the President's performance incentive, approved at the regular meeting on May 19, 2026.

After discussion, the Board of Regents may wish to approve payment of this incentive.

24. **ADJOURNMENT**

NOTE: The Board of Regents will have dinner at 5:15 p.m. in the College Union Building, 2nd Floor, Room 208. The regular meeting will start at 6:00 p.m. in the Palo Duro Room.

Agenda for the Amarillo College Board of Regents Regular Meeting on Tuesday, August 25, 2026

If during the course of the meeting, any discussion of any item on the agenda or any other permitted matter(s) should be held in closed meeting, the Board will convene in such closed meeting in accordance with the applicable section of the Texas Government Code, Title 5, Chapter 551 et seq.

FACULTY APPOINTMENTS
August 25, 2026

Jones, Kelly – Program Director – Physical Therapy Assistant

Effective Date:	6/29/26
Salary:	$105,791.18
Qualifications:	Doctorate
Experience:	29 years of industry experience
Replacement for:	Sue Vandagriff

Webb, Lesley – Faculty – Program Coordinator – Child Development

Effective Date:	8/1/2026
Salary:	$58,686.79
Qualifications:	Master's Degree
Experience:	32 years of industry experience
Replacement for:	Trena Rider

Key-Domme, Emily – Faculty – English

Effective Date:	8/1/2026
Salary:	$55,000.00
Qualifications:	Master's Degree
Experience:	10 years of industry experience
Replacement for:	Deon Hope

AMARILLO COLLEGE
BUDGET AMENDMENTS
August 25, 2026

1. **TxDOT Contract CE – transfer of funds to cover the expense of fuel, training manuals, drug screens, fingerprinting and driving records.**

Increase Truck Driving Academic – Supplies Pool	$5,000.00
Increase Heavy Equipment Training – Supplies Pool	$13,000.00
Increase TEXDOT Contract CE – Supplies Pool	$4,200.00
Decrease TEXDOT Contract CE – Other Pool	($22,200.00)

2. **President's Office – transfer of funds to pay Broaddus Planning for Master Plan Services.**

Increase Strategic Plan – Other Pool	$65,000.00
Decrease General Contingency – Dept. Contingency Pool	($65,000.00)

3. **Building Maintenance – transfer of funds to cover the expense of HVAC parts and materials for all campus locations.**

Increase Building Maintenance – Supplies Pool	$25,699.00
Decrease Building Maintenance – Capital Equipment Pool	($5,699.00)
Decrease Vehicles-Plant – Capital Equipment Pool	($20,000.00)

AMARILLO COLLEGE • BOARD OF REGENTS BRIEFING

Innovation Outpost

The Reset: From Listening to Launching

Presented by **Denese Skinner**, VP Strategic Initiatives · **Kevin Cheek**, Executive Director, Workforce Training & Development

Coaching partner: **David Terry**, TITL Capital Partners · EOS / Traction Methodology

August 2026

Built on Q1 2026 employer listening sessions · 24 sessions · 21+ employers & stakeholders

TODAY

What we want you to walk out with

PURPOSE

The Innovation Outpost has been reset around what employers actually need. We are no longer building from a vision in search of a customer. We are building from 32 listening sessions and a clear plan to execute against — using the EOS / Traction framework

WHAT WE'RE ASKING OF THE REGENTS

- Endorse the direction so we can finish building it.
- Awareness of the framework so future ideas are routed through it.
- Visibility into measurement so we can report progress consistently.

AGENDA · ~15 MINUTES

1 **Coach & framework**
Why EOS, why now

2 **What we've done & heard**
Q1 listening sessions

3 **Rethinking the IO**
Vision, focus, values, people

4 **The plan**
3-year, 1-year, measurement

5 **How we'll communicate**
Cadence with stakeholders

Why we brought in a coach, and why EOS

THE COACH

David Terry

TITL Capital Partners

Engaged in Q1 & Q2 2026 to coach Kevin and Denese through an EOS-based reset of the IO.

Brings deep operating experience, prior Amarillo College / Enterprise Center context.

WHY EOS / TRACTION

A simple operating system for running the IO with discipline.

Vision

One page everyone agrees on — where we're going, why, and how we'll get there.

Traction

Quarterly Rocks (priorities), weekly Scorecard (numbers), and a meeting rhythm that drives execution.

People

The right people in the right seats with clear accountabilities.

Issues

Identify, discuss, solve — instead of letting issues fester or get re-litigated.

From January 2026 to today

32+	36+	7	15	26
Listening sessions	Employers & stakeholders	Themes synthesized	Q2 Rocks set	Issues identified

TIMELINE OF WORK

January – February	**Frame the reset**	David engaged. Kevin and Denese set the listening mandate: listen first, then build.
February – March	**Listen**	24 employer and stakeholder sessions across manufacturing, food processing, energy, construction, banking, education, and workforce.
March	**VTO meeting**	Synthesized 7 themes. Adopted Core Values, Core Focus, 3-Year Picture, 1-Year Plan, Q2 Rocks, and Scorecard.
April – August	**Run the model**	L10 cadence in motion. Rocks tracked weekly. Scorecard now live.

Seven themes from 32 conversations

1. **Speed is critical**

   Weeks, not months. CDL takes 16 weeks at AC; vendors do it in 3 days.

2. **Co-create with industry**

   Employers want to shape curriculum, not consume a catalog.

3. **Solutions, not programs**

   Operator academies. Painters in weeks. Industry-specific PLC. Targeted, not generic.

4. **The system needs a navigator**

   $24M in TWC SDF exists statewide — and is hard to access. IO can be the connector.

5. **Skills AND mindset**

   Every single employer named soft skills. Conflict resolution. Professionalism. Ownership.

6. **80% now, 20% next**

   AI is coming, but employers need people who show up and do the job today.

7. **IO needs visibility & identity**

   "I couldn't point to tangible results." — Eddie Bradley

PART 3

Rethinking the IO

Vision · Core Focus · Core Values · People & Accountability

From a vision in search of a customer
to a customer-driven workforce engine.

What the IO is — and what it isn't

BEFORE

A concept center looking for a customer

- Future-focused innovation framing
- Build it and they will come
- Fragmented vision across leaders
- Limited employer feedback loop
- Stakeholders couldn't point to results

NOW

The Panhandle's workforce acceleration engine

- Employer-aligned, co-designed training
- Short-cycle: weeks, not semesters
- Now skills + Next skills + Mindset skills
- Connector across employers, agencies, and AC
- Measurable employer outcomes — and we own them

Why we exist and what we do best

OUR PURPOSE

To accelerate the connection between Panhandle employers and a work-ready, career-committed workforce.

OUR NICHE

Employer-aligned workforce acceleration:

short-cycle, co-designed training that produces upskilled, day-one-ready talent — with both technical competency and professional durability.

NOW

Immediate workforce application

NEXT

Emerging tools & digital fluency

MINDSET

Durability & leadership

How we operate — every day, every decision

1	**Employer First**	Every program, partnership, and decision starts with employer need. We listen before we build.
2	**Speed to Impact**	We measure success in weeks, not semesters. Rapid response is our competitive advantage.
3	**Own the Outcome**	We don't train and walk away. The loop isn't closed until the employer says it worked.
4	**Build Careers, Not Just Skills**	Technical training is the floor. Professionalism, leadership, and career identity sit on top.
5	**Relentless Collaboration**	We are the connective tissue — linking employers, workers, agencies, and AC divisions.

Right people, right seats

VISIONARY

Denese Skinner

VP Strategic Initiatives · Culture, AC-level advocacy, AEDC steward, brand ambassador, strategic partnerships.

INTEGRATOR · IO DIRECTOR

Kevin Cheek

Executive Director, Workforce Training & Development · Day-to-day operations, L10, Scorecard, Rocks, P&L, employer relationships, AEDC reporting.

CORE TEAM · CURRENT SEATS

Employer Liaison / Business Development	Program Coordinators	Marketing & Outreach	Grant Coordinator
Leslie Shelton (owner) Jeff Wallick, Kevin Cheek, Denese Skinner (contributors)	Kevin Cheek (owner) Keri Shelburne (contributor)	Christy Galvan w/ M&C (owner) Denese Skinner (contributor)	Kevin Cheek (owner) Jeff Wallick, Leslie Shelton (contributors)

DECISION · **AVP hire deferred.** Denese (Visionary) and Kevin (Integrator) run the IO together. The public face of the IO is a *we deal* — revisited in one year.

PART 4

The Plan

3-Year Vision · 1-Year Goals · Measurement · Communication

How we move from listening to launching, from concept to completers.

By September 2029

The Innovation Outpost is the preeminent workforce acceleration engine in the Texas Panhandle — the first call employers make when they need to build up the workforce they already have.

$1.0M+	25+	6,000	5+	60%+
Annual revenue	Employer partners	Annual completers	Sector sprints running	Employer return rate

OPERATIONAL PICTURE

- Sector sprints across Civil Construction, Manufacturing, Energy/Utilities, Food Processing, Professionalism, AI, Leadership
- Full-time IO team of 8–10 · employer co-branding on signature programs · power-skills embedded everywhere
- AEDC points to us as proof. TWC points to us as a model. Employers point to us as the partner who delivered.

By September 2027 — proving the model

PROGRAMS & EMPLOYERS

- Launch up to 3 employer-backed sector sprints
- Formalize 8–10 employer partnership agreements
- Embed power-skills into every program
- Launch applied AI training track (2+ cohorts)

REVENUE & SUSTAINABILITY

- $738K+ in overall revenue
- Net revenue visibility by program (dashboard)
- Diversified mix: SDF + safety + contract + AI + rentals

OUTCOMES & FEEDBACK

- 90%+ employer satisfaction post-training
- 30-day employer follow-up on every cohort
- Track completer advancement (cert, promotion, role change)

POSITIONING & SYSTEMS

- Rebuild community visibility & brand
- IO as AC's integrator for employer relations
- Pathway-to-academics bridge documented
- Kevin as AC single point of contact for SDF
- Employer Advisory Council formed (with system partners)

REVENUE · Prior-year actual $536K → run rate $646K → **1-year target $738K** · SDF, Texas Mutual, DOE/Pantex, contract training, AI, rentals.

How we know whether the engine is running

Five weekly numbers. Reviewed every Tuesday. The earliest signal of whether we're on track.

#	MEASURABLE	WEEKLY GOAL	WHY IT MATTERS
1	**Employer engagements**	3+ / week	*Pipeline health*
2	**Training seats filled**	92 / week	*Revenue & impact*
3	**Revenue by program**	$14,260 / wk	*Financial sustainability*
4	**Speed — responsiveness**	48 hours	*Relevance*
5	**Completers (cumulative)**	~83 / week	*Volume & outcome tracking*

PLUS · ANNUAL & 3-YEAR MEASURABLES

90%+	**50% → 60%**	**3 → 5+**	**$738K → $1.0M+**	**6 → 25+**
Employer satisfaction	Employer return rate	Sector sprints	Annual revenue	Employer partners

Cadence with stakeholders

INTERNAL · HOW THE IO RUNS

Thursday	15-min team stand-up — what are you working on, what do you need
Monday	Kevin prepares scorecard; sends to Denese & David
Tuesday	Team scorecard walk-through
Weekly	L10 — scorecard, rocks, headlines, IDS
Quarterly	Rock review, next-quarter Rock setting
Annually	VTO refresh, 3-year picture revisited

EXTERNAL · HOW WE REPORT

Cabinet	Quarterly progress brief — Rocks, scorecard, employer wins
AEDC	Mid-year + annual report, reframed around upskilling impact
TWC / WFS	Ongoing partnership; SDF consortium activity
Adv. Council	Bi-annual meetings; ad-hoc curriculum input
Stakeholders	Eddie, Andreas, Alex, etc. — quarterly touchpoints

THE FILTER · Ideas don't go on the VTO until they survive customer demand · core competency · resource reality

CLOSING

What we're asking of the Board of Regents

1

Endorse the direction

Confirm the IO is repositioned around employer-aligned workforce acceleration first — then future-focused innovation. Same purpose, sharper niche.

2

Route ideas through the framework

Future ideas for the IO (entrepreneur training, new programs, partnerships) come through listening → VTO → filter process.

3

Hold us to the scorecard

Five weekly numbers. Quarterly progress reports to Cabinet. Annual VTO refresh. We measure what we manage.

The Innovation Outpost is where Amarillo's workforce learns how to work today — and how to adapt tomorrow.

THANK YOU

The Innovation Outpost is where Amarillo’s workforce learns how to work *TODAY* and how to adapt *TOMORROW*.

Denese Skinner
VP Strategic Initiatives · Visionary

Kevin Cheek
Executive Director, Workforce Training & Development · Integrator

David Terry, TITL Capital Partners
Coaching partner

Every Dream 2031
Mission, Vision, Values, and Strategic Goals

Mission

Amarillo College is committed to transforming lives through learning, creating opportunities for student success, and nurturing prosperity for the Texas Panhandle.

Vision

Amarillo College: Every learner succeeds. Innovation thrives. Communities flourish.

Values

INTEGRITY: We earn trust through our actions.

Integrity means doing what is right, even when it is difficult. We act with honesty, transparency, and consistency in every interaction. We keep our commitments, own our decisions, and build confidence in one another through our words and actions. By modeling integrity, we prepare our students to lead with character and purpose.

CURIOSITY: We embrace learning without limits.

Curiosity fuels discovery, innovation, and growth. We ask questions, seek understanding, and remain open to new ideas and perspectives. We challenge ourselves to learn continuously, improve boldly, and adapt to meet the needs of our students and communities. We inspire our students to approach life with the same passion for learning and exploration.

ACCOUNTABILITY: We take ownership of our impact.

Accountability means holding ourselves and one another to high standards because our students, colleagues, and communities depend on us. We deliver on our commitments, measure our results, and continuously strive for excellence. We encourage our students to take responsibility for their learning, growth, and contributions to the world around them.

RELEVANCE: We deliver instruction that matters.

Relevance means connecting education to opportunity, purpose, and real-world impact. We design experiences that prepare students for meaningful careers, engaged citizenship, and lifelong success. We continually adapt to meet the evolving needs of our region while helping students understand the difference they can make in their communities and beyond.

ENGAGEMENT: We create belonging through connection.

Engagement means showing up with purpose, listening with respect, and contributing to something greater than ourselves. We foster relationships that strengthen learning, collaboration, and community. By creating environments where people feel valued, supported, and empowered, we invite every student and employee to play an active role in our shared success.

Strategic Goals

1. Empower All Students to Achieve Their Purpose (Student Success & Completion)
Create a transformative student experience where every learner has the support, opportunities, and resources needed to achieve their educational, career, and life goals. Eliminate barriers, foster belonging, strengthen engagement, and champion success from enrollment through completion and beyond.

> **1.1 Increase Student Graduate Rate:** Achieve a first-time-in-college 3-year student graduation rate of 41% (Baseline: Fall 2022 FTIC 31%)
>
> **1.2 Increase Student Persistence:** Achieve a first-time-in-college student fall-to-fall retention rate of 71% (Baseline: Fall 2024 FTIC 61%)
>
> **1.3 Increase Transfer Success:** Achieve a first-time-in-college 3-year student transfer rate of 22% (Baseline: Fall 2022 FTIC 17%)
>
> **1.4 Expand Student Access and Success Through the Badger Bound Dual Credit Program:** Increase the number of Badger Bound eligible students to 1,100 and increase the number of Badger Bound eligible students who matriculate to Amarillo College to 600. (Baseline: Matriculation AY 2023 eligible 661 and Matriculated 170)

2. Build the Workforce that Powers Our Region's Future (Workforce & Career Alignment)
Partner with industry and community leaders to develop talent, expand opportunity, and prepare students for meaningful careers. Create innovative, market-responsive pathways that connect education to employment and strengthen the economic vitality of our communities.

> **2.1 Increase Workforce Credential Production:** Increase the number of graduates from workforce programs with an annual median wage at or above a living wage one year after graduation by 10% (692) (Baseline: AY 2024 CTE Graduates and Living Wage 629)
>
> **2.2 Expand Work-Based Learning Opportunities:** Increase student participation in internships, clinicals, co-ops, practicums and earn-and-learn experiences by 10% (1,571) (Baseline: AY 2024 Participation 1,428)
>
> **2.3 Strengthen Industry Partnerships:** Achieve 90% employer satisfaction with the quality of Amarillo College graduates, curriculum, KSAs, and opportunities for employer-student engagement.

2.4 Grow Innovation Through the Innovation Outpost: Position the Innovation Outpost as a regional hub for innovation by engaging at least 6,000 students, employees, entrepreneurs, and community members annually in innovation, technology, workforce, and entrepreneurial programming with more than a 60% employer return rate.

2.5 Launch Bachelor's Degree Programs: Develop and secure approval for at least one applied bachelor's degree program aligned with regional workforce needs and enroll the first student cohort.

3. Promote Teaching and Learning Excellence
Inspire excellence across the College by embracing evidence-based practices, continuous innovation, and professional growth. Empower faculty and staff to create engaging learning experiences that maximize student achievement, workforce readiness, and transfer success.

3.1 Strengthen Career and Transfer Readiness: Embed authentic assignments and assessments in all programs to connect classroom learning with career competencies and/or support transfer success.

3.2 Expand the Scholars Program Across Academic Disciplines: Expand the Scholars Program beyond STEM disciplines by launching Scholars tracks in at least 2 additional academic programs.

3.3 Lead in Artificial Intelligence Innovation: Implement AI-enhanced teaching, learning, and operational tools across the College, with 100% of faculty receiving foundational AI training and at least 50% incorporating AI-supported practices into the classroom.

4. Steward Resources to Sustain and Expand Our Impact

Strengthen the college’s future through responsible stewardship, strategic investment, operational excellence, and effective compliance practices that promote accountability, manage risk, and uphold institutional integrity. Align resources, policies, and decision-making with our mission, values, and regulatory responsibilities to expand access, deepen partnerships, and ensure long-term sustainability and transformational impact for students and our communities.

4.1. Ensure A Strong Financial Future: Strengthen the planning, oversight, and optimization of the College’s primary revenue streams - including tuition, fees, state appropriations, grants, and other recurring revenues - to support sustainable operations, maintain positive operating margins and healthy reserves, exercise responsible expense management, and advance institutional priorities.

4.2 Improve Operational Efficiency: Identify and then redesign, streamline, and/or automate all necessary high-impact administrative processes to reduce cycle times, improve service, and enhance employee productivity.

4.3 Strategic Workforce Alignment and Talent Optimization: Identify and align the College's workforce and organizational design to advance strategic priorities by ensuring talent and expertise are deployed where they can have the greatest impact on student success, institutional effectiveness, and long-term sustainability.

4.4 Facilities Alignment and Utilization Management: Complete a comprehensive assessment of 100% of college-owned facilities to maximize space utilization, improve operational efficiency, and support evolving institutional needs. Implement space optimization and consolidation strategies that enhance the value and effectiveness of campus facilities, repurposing or transitioning underutilized space to better support strategic priorities.

4.5 Enhance Institutional Effectiveness and Data-Informed Decision-Making: Implement performance dashboards and continuous improvement processes across all divisions, with 100% of departments quarterly reviewing and reporting progress on strategic metrics.

5.0 A Century of Impact, A Future of Possibility: Celebrate a century of impact while inspiring transformational investment that advances student success, strengthens Amarillo College's legacy of excellence, and shapes a bold vision for the next 100 years.

5.1 Deliver a Signature Centennial Celebration: Plan and execute a year-long centennial celebration that engages students, employees, alumni, donors, and community partners through a series of high-impact events and experiences.

5.2 Complete a Transformative Centennial Comprehensive Campaign: Explore, design, and then launch a comprehensive campaign to secure philanthropic investments that advance the College's strategic priorities and long-term sustainability.

5.3 Strengthen Alumni and Community Engagement: Deepen lifelong connections with alumni and strengthen Amarillo College's role as a community anchor institution by increasing active alumni engagement through events, volunteerism, mentorship, and giving.

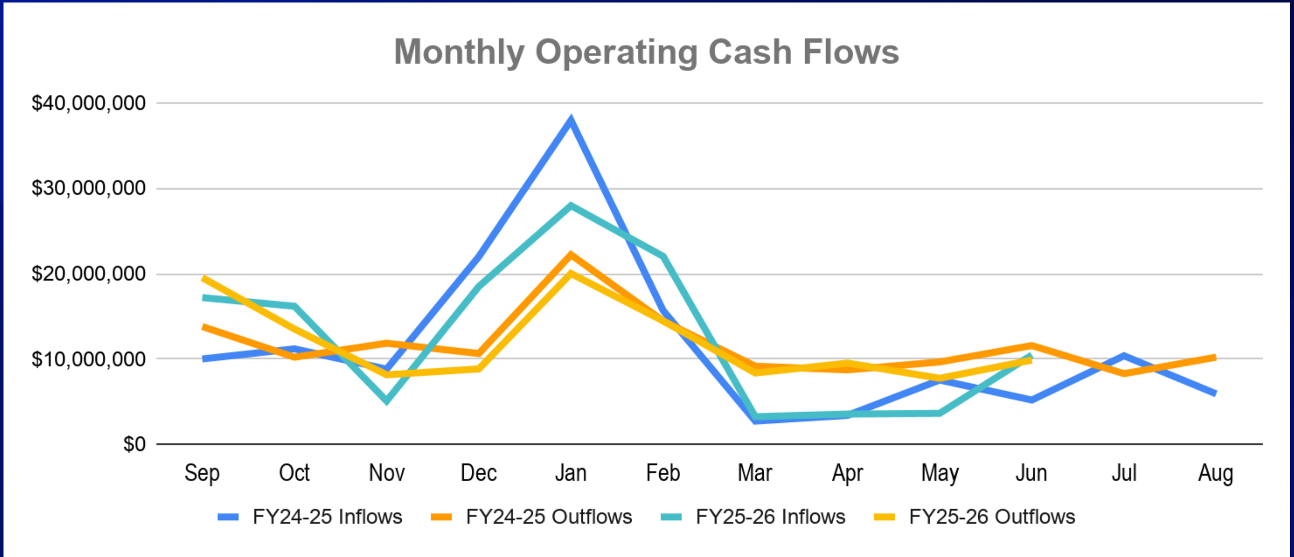
MONTHLY FINANCIAL REPORT

Actuals thru June 30, 2026
Board of Regents Meeting
August 25, 2026

FY25/26 Operating Budget to Actual Variance Analysis

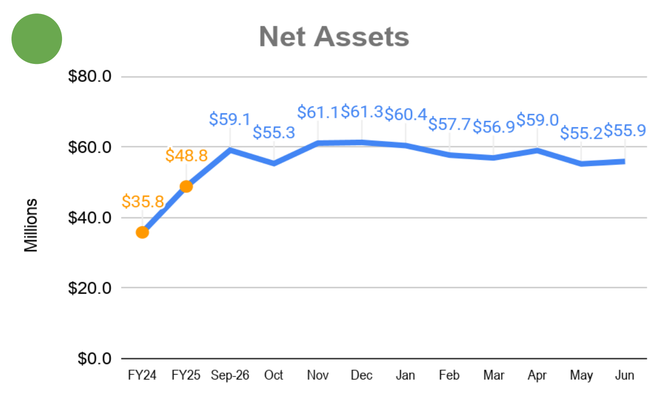
through Jun. '26	FY 24-25 Original Budget	Actual	FY 25-26 Original Budget	Actual YTD	YOY Change	%
Revenue						
State Appropriations	17,503,359	14,700,028	19,268,663	16,343,770	1,643,742	11%
Tuition and Fees	26,712,115	21,188,813	26,686,044	22,239,011	1,050,198	5%
Tax Revenue	34,472,217	24,667,055	36,041,926	29,239,290	4,572,235	19%
Rental Income	3,344,940	2,760,454	3,404,042	2,861,503	101,049	4%
Sales	3,957,550	2,552,122	4,186,300	2,662,031	109,909	4%
Investment Income	900,000	762,963	926,000	668,348	(94,615)	-12%
Misc Income	1,380,275	7,254,666	3,486,894	4,677,350	(2,577,316)	-36%
Grant Revenue		35,621,926		29,965,650	(5,656,276)	-16%
Revenue Sum	88,270,456	109,508,027	93,999,869	108,656,953	(851,074)	-1%
Expense						
Personnel	64,462,025	52,457,539	66,096,840	55,244,723	2,787,184	5%
Supplies	2,889,912	4,349,895	3,200,496	3,389,665	(960,230)	-22%
Travel	995,722	960,536	955,316	749,380	(211,156)	-22%
Capital Equipment	2,601,055	8,430,252	2,570,662	1,646,406	(6,783,846)	-80%
Other Dept Expenses	17,321,742	53,886,470	21,176,555	41,520,702	(12,365,768)	-23%
Expense Sum	88,270,456	120,084,692	93,999,869	102,550,876	(17,533,816)	-15%
Grand Total	–	(10,576,665)	–	6,106,077	16,682,742	-158%

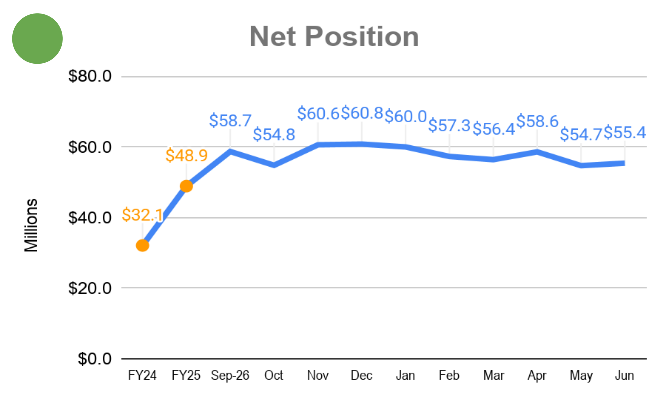
Operating Cash Flows

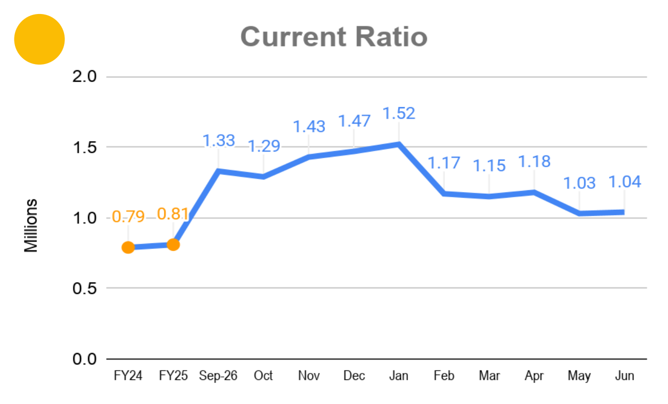


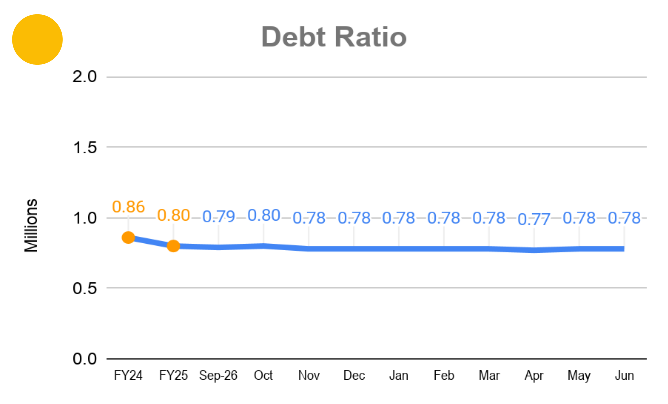
as of 06/30/26	Local Maint + Payroll	KACV-TV	AFEB	Aux Ent	Acad Scholar	Bond Int & Sink	Bond Proceeds	AC Foundation
ANB	1,459,794	–	7,105	–	–	231	857	219,570
Texpool	14,394,475	1,923,915	–	677,720	247,441	1,121,199	82,682	–
Cash	15,854,269	1,923,915	7,105	677,720	247,441	1,121,430	83,539	219,570
CDARS	–	1,104,613	–	1,491,471	–	–	–	–
Total	15,854,269	3,028,528	7,105	2,169,191	247,441	1,121,430	83,539	219,570

FY25/26 Financial Metrics









Metric	Looking For	Explanation
Net Assets	Growing over time	"Owns" minus "Owes"
Net Position	Growing over time	Overall financial health after subtracting what is owed from what is owned
Current Ratio	1.0 is able to just cover upcoming bills 1.5-2.0	Ability to pay in the short term
Debt Ratio	0.50 although higher ratios normal with recent capital projects	How much of what is owned is financed by debt

QUESTIONS

AMARILLO COLLEGE
INTERNAL UNAUDITED STATEMENT OF NET POSITION
FISCAL YEAR 2026 THROUGH MAY 2026

	Apr-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26
ASSETS										
CURRENT ASSETS										
Cash & Equivalents	$ 21,179,787	$ 4,214,712	$ 8,899,802	$ 5,157,668	$ 16,135,314	$ 24,354,844	$ 30,073,594	$ 25,501,742	$ 20,985,826	$ 15,242,332
Short-Term Investments	$ 3,822,387	$ 1,429,154	$ 1,429,154	$ 1,429,154	$ 1,491,471	$ 1,491,471	$ 1,491,471	$ 1,491,471	$ 1,491,471	$ 1,491,471
Receivables	$ 4,432,465	$ 53,325,495	$ 41,741,561	$ 47,880,278	$ 29,558,033	$ 10,882,623	$ 2,098,235	$ 2,195,440	$ 9,256,460	$ 10,245,022
Inventory	$ 1,733,404	$ 835,093	$ 1,602,884	$ 1,798,431	$ 2,230,890	$ 1,575,626	$ 1,614,778	$ 1,890,979	$ 1,632,007	$ 1,655,036
Prepaid Expenses and Other Assets	$ (49,841)	$ 326,003	$ 326,003	$ 102,662	$ 35,566	$ 35,566	$ 35,566	$ 35,566	$ 30,142	$ 30,142
Total Current Assets	$ 31,118,203	$ 60,130,457	$ 53,999,405	$ 56,368,194	$ 49,451,275	$ 38,340,130	$ 35,313,645	$ 31,115,199	$ 33,395,907	$ 28,664,002
NON CURRENT ASSETS										
Restricted Cash and Cash Equivalents	$ 805,552	$ 2,295,449	$ 2,398,083	$ 2,755,083	$ 7,944,130	$ 11,530,653	$ 2,958,794	$ 3,071,224	$ 3,241,455	$ 3,217,194
Restricted Investments	$ 8,118,487	$ 7,623,034	$ 7,705,893	$ 7,752,976	$ 7,807,397	$ 7,946,496	$ 8,040,232	$ 8,040,995	$ 8,181,118	$ 8,393,109
Endowments	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000
Long Term Grant Receivable	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction in Progress	$ 4,261,220	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property & Equipment	$ 189,203,990	$ 213,822,426	$ 213,245,699	$ 213,239,670	$ 211,894,708	$ 211,301,239	$ 210,765,690	$ 210,915,502	$ 209,738,552	$ 209,261,749
Total Non Current Assets	$ 204,889,249	$ 226,240,908	$ 225,849,675	$ 226,247,729	$ 230,146,235	$ 233,278,388	$ 224,264,716	$ 224,527,720	$ 223,661,124	$ 223,372,051
TOTAL ASSETS	**$ 236,007,451**	**$ 286,371,365**	**$ 279,849,080**	**$ 282,615,923**	**$ 279,597,509**	**$ 271,618,518**	**$ 259,578,361**	**$ 255,642,919**	**$ 257,057,031**	**$ 252,036,054**
DEFERRED OUTFLOWS OF RESOURCES										
Deferred Outflows on Net Pension Liability	$ 9,461,950	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302
Deferred Outflows related to OPEB	$ 10,032,344	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657
Deferred Charge on Refunding	$ 840,144	$ 602,440	$ 602,440	$ 602,440	$ 602,440	$ 602,440	$ 602,440	$ 602,440	$ 602,440	$ 602,440
TOTAL DEFERRED OUTFLOWS	$ 20,334,438	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399
LIABILITIES AND NET POSITION										
CURRENT LIABILITIES										
Payables	$ 1,652,418	$ 720,304	$ 2,217,190	$ 2,662,314	$ 3,234,915	$ 4,125,238	$ 3,711,908	$ 3,591,575	$ 3,799,427	$ 4,725,467
Accrued Compensable Absences - Current	$ 613,660	$ 585,183	$ 585,183	$ 585,183	$ 585,183	$ 585,183	$ 585,183	$ 585,183	$ 585,183	$ 585,183
Funds Held for Others	$ 158,217	$ 435,224	$ 245,391	$ 390,354	$ 413,325	$ (2,815,223)	$ 277,665	$ 254,931	$ 304,670	$ 226,186
Unearned Revenues	$ 13,719,518	$ 32,713,880	$ 29,824,479	$ 27,107,151	$ 24,197,384	$ 21,285,900	$ 18,374,466	$ 15,457,982	$ 16,604,994	$ 15,588,824
Bonds Payable - Current Portion	$ 8,430,000	$ 8,430,000	$ 8,430,000	$ 8,430,000	$ 8,430,000	$ 8,430,000	$ 8,730,000	$ 8,735,000	$ 8,735,000	$ 8,735,000
Notes Payable - Current Portion	$ 36,033	$ 36,033	$ 36,033	$ 36,033	$ 36,033	$ -	$ -	$ -	$ -	$ -
Capital Lease Payable	$ 222,149	$ 285,807	$ 285,807	$ 285,807	$ 285,807	$ 285,807	$ 285,807	$ 285,807	$ 285,807	$ 285,807
Retainage Payable	$ 3,733,515	$ 1,933,000	$ 1,797,093	$ 1,735,892	$ 1,735,892	$ 823,742	$ 823,742	$ 776,834	$ 776,834	$ 679,502
Other Liabilities	$ 5,109,109	$ 7,746	$ 7,746	$ 7,746	$ 7,746	$ 7,746	$ 7,746	$ 7,746	$ 7,746	$ 7,746
Total Current Liabilities	$ 33,674,619	$ 45,147,177	$ 43,428,921	$ 41,240,480	$ 38,926,285	$ 32,728,394	$ 32,796,518	$ 29,695,059	$ 31,099,661	$ 30,833,716
NON CURRENT LIABILITIES										
Accrued Compensable Absences - Long Term	$ 931,675	$ 936,127	$ 936,127	$ 936,127	$ 936,127	$ 936,127	$ 936,127	$ 936,127	$ 936,127	$ 936,127
Deposits Payable	$ 212,749	$ 217,150	$ 216,750	$ 216,450	$ 217,425	$ 219,290	$ 218,040	$ 219,280	$ 221,780	$ 217,380
Bonds Payable	$ 86,270,000	$ 86,270,000	$ 86,270,000	$ 86,270,000	$ 86,270,000	$ 86,270,000	$ 77,815,000	$ 77,535,000	$ 77,535,000	$ 77,535,000
Notes Payable	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114
Capital Lease Payable - LT	$ 413,575	$ 421,011	$ 421,011	$ 421,011	$ 421,011	$ 421,011	$ 421,011	$ 421,011	$ 421,011	$ 421,011
Unamortized Debt Premium	$ 12,769,798	$ 19,567,074	$ 18,646,478	$ 17,780,151	$ 16,853,525	$ 15,926,900	$ 15,000,274	$ 14,073,648	$ 13,147,023	$ 12,220,397
Net Pension Liability	$ 22,962,471	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446
Net OPEB Liability	$ 51,908,803	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355
Total Non Current Liabilities	$ 175,727,186	$ 182,089,277	$ 181,168,281	$ 180,301,654	$ 179,376,003	$ 178,451,243	$ 169,068,367	$ 167,862,981	$ 166,938,856	$ 166,007,830
TOTAL LIABILITIES	**$ 209,401,805**	**$ 227,236,454**	**$ 224,597,202**	**$ 221,542,134**	**$ 218,302,289**	**$ 211,179,637**	**$ 201,864,885**	**$ 197,558,040**	**$ 198,038,516**	**$ 196,841,546**

AMARILLO COLLEGE
INTERNAL UNAUDITED STATEMENT OF NET POSITION
FISCAL YEAR 2026 THROUGH MAY 2026

	Apr-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26
Deferred Inflows										
Deferred Inflows of Resources	$ 1,542,160	$ 815,177	$ 815,177	$ 815,177	$ 815,177	$ 815,177	$ 815,177	$ 815,177	$ 815,177	$ 815,177
Deferred Inflows related to OPEB	$ 18,489,361	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734
TOTAL DEFERRED INFLOWS	$ 20,031,521	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911
NET POSITION										
Capital Assets										
Net Investment in Capital Assets	$ 174,405,794	$ 198,842,992	$ 198,266,551	$ 198,278,401	$ 196,937,885	$ 196,344,366	$ 203,952,732	$ 204,379,092	$ 203,204,212	$ 202,726,492
Restricted										
Non Expendable: Endowment - True	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000
Expendable: Capital Projects	$ (93,810,834)	$ (94,034,398)	$ (94,034,115)	$ (96,107,895)	$ (96,107,605)	$ (96,107,352)	$ (96,107,116)	$ (96,106,845)	$ (96,106,588)	$ (96,106,329)
Expendable: Debt Service	$ 48,755	$ 3,520,484	$ 4,448,358	$ 5,380,483	$ 6,312,678	$ 7,239,779	$ (1,731,209)	$ (781,047)	$ 143,115	$ 1,075,337
Other, Primary Donor Restrictions	$ 14,132,891	$ 10,540,516	$ 9,574,001	$ 12,106,419	$ 12,962,600	$ 12,839,688	$ 12,910,349	$ 12,642,889	$ 12,522,270	$ 11,089,747
Unrestricted										
Unrestricted	$ (70,368,043)	$ (62,683,194)	$ (65,951,429)	$ (61,532,130)	$ (61,758,849)	$ (62,062,342)	$ (64,259,792)	$ (64,997,722)	$ (63,693,006)	$ (66,539,252)
TOTAL NET POSITION	**$ 26,908,563**	**$ 58,686,399**	**$ 54,803,366**	**$ 60,625,277**	**$ 60,846,709**	**$ 60,754,140**	**$ 57,264,964**	**$ 57,636,367**	**$ 58,570,003**	**$ 54,745,996**

AMARILLO COLLEGE
INTERNAL UNAUDITED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FISCAL YEAR 2026 THROUGH MAY 2026

	Fiscal 2025 YTD	2025	2026	2026	2026	2026	2026	2026	2026	2026	2026	2026
	May-25	YE Aug Prelim	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Fiscal 2026 YTD
OPERATING REVENUES												
Tuition and Fees	$ 21,240,756	$ 12,046,925	$ 9,985,264	$ 305,429	$ 5,650,272	$ 1,929,369	$ 796,772	$ 304,711	$ 147,554	$ 2,383,869	$ 793,377	**$ 22,296,618**
Federal Grants and Contracts	$ 2,376,555	$ 5,189,832	$ -	$ 143,143	$ 208,287	$ 353,845	$ 153,752	$ 311,339	$ 427,571	$ 205,429	$ 307,936	**$ 1,818,052**
State Grants and Contracts	$ 4,297,445	$ 4,238,059	$ 942,890	$ 248,966	$ 236,630	$ 295,464	$ 2,253	$ 934,233	$ 161,765	$ 186,603	$ 32,882	**$ 3,041,686**
Local Grants and Contracts	$ 1,827,980	$ 2,208,556	$ 1,006	$ 213,676	$ 442,294	$ 220,334	$ 217,984	$ 219,695	$ 224,817	$ 223,683	$ 220,339	**$ 1,983,830**
Nongovernmental grants and contracts	$ 2,630,967	$ 2,484,637	$ 421,121	$ 74,528	$ 42,944	$ 517,410	$ 126,691	$ 198,599	$ 51,146	$ 79,174	$ 37,581	**$ 1,549,195**
Sales and Services of Educational Activities	$ 265,112	$ 401,907	$ 31,308	$ 30,497	$ 25,875	$ 27,316	$ 35,621	$ 35,551	$ 31,729	$ 44,380	$ 45,968	**$ 308,244**
Auxiliary Enterprises (net of discounts)	$ 5,240,348	$ 6,606,368	$ 553,170	$ 566,912	$ 418,497	$ 382,817	$ 1,442,991	$ 446,950	$ 523,129	$ 441,438	$ 504,724	**$ 5,280,629**
Other Operating Revenues	$ 2,457,529	$ 2,355,768	$ 448,056	$ 143,386	$ 306,574	$ 430,066	$ 58,296	$ 109,866	$ 70,461	$ 108,732	$ 115,211	**$ 1,790,649**
Total Operating Revenues	**$ 40,183,298**	**$ 35,532,053**	**$ 12,382,816**	**$ 1,726,538**	**$ 7,331,374**	**$ 4,156,621**	**$ 2,834,360**	**$ 2,560,944**	**$ 1,638,172**	**$ 3,673,308**	**$ 1,764,769**	**$ 38,068,902**
NON OPERATING REVENUES												
State Appropriations	$ 13,241,415	$ 21,645,430	$ 1,622,289	$ 1,622,289	$ 1,622,289	$ 1,622,289	$ 1,622,289	$ 1,622,289	$ 1,743,169	$ 1,622,289	$ 1,622,289	**$ 14,721,481**
Taxes for maintenance and operations	$ 19,907,265	$ 30,050,896	$ 3,948	$ 2,696,157	$ 5,383,231	$ 2,706,335	$ 2,668,750	$ 2,162,153	$ 2,719,470	$ 2,698,429	$ 2,700,569	**$ 23,739,042**
Taxes for general obligation bonds	$ 7,236,284	$ 10,845,827	$ 1,360	$ 927,713	$ 1,852,027	$ 928,622	$ 911,727	$ 933,187	$ 935,266	$ 921,531	$ 929,124	**$ 8,340,558**
Federal revenue, non-operating	$ 13,632,962	$ 25,292,727	$ (1,600)	$ (99,384)	$ 659,805	$ 197,967	$ 9,881,493	$ 26,781	$ 40,364	$ 211,495	$ 1,519,355	**$ 12,729,527**
Gifts	$ 6,359,202	$ 6,398,892	$ 493,670	$ 6,650	$ 21,386	$ 88,561	$ 93,071	$ 118,734	$ 114,148	$ 219,266	$ 6,243	**$ 1,161,729**
Investment Income	$ 1,172,575	$ 1,882,472	$ 215,360	$ 113,659	$ 80,825	$ 71,523	$ 217,330	$ 191,030	$ 89,480	$ 214,907	$ 276,538	**$ 1,470,652**
Interest on Capital Debt	$ (1,796,247)	$ (3,008,255)	$ 132,638	$ -	$ -	$ -	$ (2,250)	$ (1,761,158)	$ 1,912	$ -	$ -	**$ (1,628,857)**
Loss on Disposal of Fixed Assets	$ 9,651	$ (111,155)	$ (727)	$ 286	$ 11,849	$ (45,214)	$ (50)	$ (310)	$ 1,548	$ 2,070	$ (103,569)	**$ (134,116)**
Misc. Income	$ 12,469	$ 12,469	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Other State Revenue	$ 57,310	$ 302,192	$ -	$ 253,856	$ -	$ -	$ 74,841	$ -	$ -	$ 297,425	$ 297,340	**$ 923,462**
Total Non Operating Revenues	**$ 59,986,280**	**$ 93,311,494**	**$ 2,466,938**	**$ 5,521,225**	**$ 9,631,413**	**$ 5,570,083**	**$ 15,467,202**	**$ 3,292,708**	**$ 5,645,358**	**$ 6,187,411**	**$ 7,541,140**	**$ 61,323,478**
Extraordinary Item (Insurance Proceeds)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Prior Period Adjustment	$ (38,920)	$ 6,869,493	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	**$ -**
TOTAL REVENUE	**$ 100,130,657**	**$ 135,713,041**	**$ 14,849,754**	**$ 7,247,763**	**$ 16,962,787**	**$ 9,726,704**	**$ 18,301,562**	**$ 5,853,652**	**$ 7,283,530**	**$ 9,860,720**	**$ 9,305,908**	**$ 99,392,380**
OPERATING EXPENSES												
Cost of Sales	$ 1,817,202	$ 2,983,792	$ 1,238,234	$ (703,430)	$ (188,773)	$ 215,929	$ 773,575	$ 57,038	$ (27,949)	$ 321,515	$ 115,622	**$ 1,801,762**
Salary, Wages & Benefits												
Administrators	$ 4,650,526	$ 6,484,735	$ 186,675	$ 682,041	$ 517,332	$ 517,366	$ 1,534,986	$ 500,679	$ 491,852	$ 506,545	$ 683,997	**$ 5,621,474**
Classified	$ 17,258,938	$ 24,184,771	$ 879,184	$ 2,803,257	$ 1,891,017	$ 1,853,231	$ 1,781,696	$ 1,862,634	$ 1,870,215	$ 1,799,109	$ 2,586,251	**$ 17,326,595**
Faculty	$ 14,596,136	$ 21,351,624	$ 713,918	$ 2,573,317	$ 1,939,455	$ 1,649,457	$ 1,180,596	$ 1,592,979	$ 1,812,284	$ 1,679,212	$ 2,304,175	**$ 15,445,392**
Student Salary	$ 804,518	$ 1,070,607	$ 72,917	$ 173,969	$ 129,146	$ 119,867	$ 30,258	$ 109,557	$ 130,180	$ 104,957	$ 173,746	**$ 1,044,596**
Temporary (Contract) Labor	$ 402,122	$ 532,640	$ 38,020	$ 17,522	$ 6,792	$ 20,649	$ 9,065	$ 7,436	$ 8,285	$ 13,941	$ 30,795	**$ 152,505**
Employee Aid	$ 31,179	$ 48,449	$ 4,325	$ 8,539	$ 4,500	$ 2,305	$ 35,692	$ 5,908	$ 10,220	$ 2,300	$ -	**$ 73,789**
Employee Benefits	$ 9,548,628	$ 15,501,573	$ 705,260	$ 1,356,153	$ 1,055,859	$ 1,206,796	$ 1,180,724	$ 1,109,776	$ 1,096,946	$ 1,162,726	$ 1,347,576	**$ 10,221,816**
Dept Operating Expenses			$ -									
Professional Fees	$ 20,289,077	$ 2,597,671	$ 339,465	$ 776,242	$ 1,001,963	$ 411,050	$ 303,883	$ 328,796	$ 341,978	$ 324,688	$ 812,387	**$ 4,640,452**
Supplies	$ 3,729,238	$ 6,314,050	$ 229,994	$ 502,939	$ 303,867	$ 265,895	$ 347,010	$ 212,359	$ 211,207	$ 542,445	$ 391,242	**$ 3,006,957**
Travel	$ 889,520	$ 1,238,773	$ 15,518	$ 90,628	$ 90,033	$ 57,199	$ 44,927	$ 146,367	$ 30,602	$ 160,365	$ 72,753	**$ 708,392**
Property Insurance	$ 1,661,536	$ 1,662,047	$ 1,575,099	$ 1,135	$ -	$ 9,225	$ (1,135)	$ -	$ -	$ -	$ -	**$ 1,584,324**
Liability Insurance	$ 55,262	$ 99,074	$ 41,475	$ 2,666	$ 8,980	$ 505	$ -	$ 11,218	$ 4,113	$ 8,580	$ -	**$ 77,536**
Maintenance & Repairs	$ 3,615,290	$ 4,041,409	$ 1,288,799	$ 546,169	$ 126,390	$ 615,899	$ 319,991	$ 271,794	$ 61,963	$ 152,829	$ 420,632	**$ 3,804,466**
Utilities	$ 1,494,520	$ 2,180,626	$ 39,923	$ 185,828	$ 151,018	$ 172,235	$ 255,977	$ 193,074	$ 179,753	$ 146,838	$ 228,197	**$ 1,552,843**
Scholarships & Fin Aid	$ 18,156,641	$ 20,296,437	$ 896,026	$ 970,975	$ (45,824)	$ 591,861	$ 10,132,936	$ 1,049,418	$ 450,767	$ 306,269	$ 2,980,771	**$ 17,333,199**
Advertising	$ 331,494	$ 546,238	$ 12,060	$ 29,447	$ 24,625	$ 34,276	$ 17,380	$ 40,142	$ 29,259	$ 50,888	$ 38,124	**$ 276,201**
Lease/Rentals	$ 238,662	$ 348,732	$ 28,056	$ 27,968	$ 27,850	$ 31,191	$ 44,537	$ 27,112	$ 27,509	$ 29,415	$ 28,423	**$ 272,060**
Interest Expense	$ 2,074	$ 14,605	$ -	$ 1,042	$ -	$ -	$ 14,960	$ -	$ -	$ -	$ -	**$ 16,002**
Depreciation	$ 5,990,612	$ 8,276,179	$ -	$ 713,415	$ 712,112	$ 1,427,772	$ 713,254	$ 714,640	$ 713,455	$ 713,810	$ 705,636	**$ 6,414,094**
Memberships	$ 197,660	$ 261,215	$ 50,221	$ 15,663	$ 38,020	$ 2,110	$ 24,047	$ 16,677	$ 1,259	$ 12,266	$ 53,432	**$ 213,695**
Property Taxes	$ 382,883	$ 382,883	$ -	$ -	$ -	$ 79,978	$ 309,147	$ -	$ -	$ 5	$ -	**$ 389,130**
Institutional Support	$ 430,581	$ 654,014	$ 21,581	$ 62,271	$ 45,767	$ 29,887	$ 45,245	$ 37,527	$ 80,434	$ 64,679	$ 56,758	**$ 444,150**
Other Miscellaneous Disbursments	$ 772,437	$ 759,241	$ 160,517	$ 278,108	$ 70,097	$ 54,490	$ 59,890	$ 269,508	$ 101,889	$ 98,578	$ 61,601	**$ 1,154,678**
		$ -	$ -									

AMARILLO COLLEGE
INTERNAL UNAUDITED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FISCAL YEAR 2026 THROUGH MAY 2026

	Fiscal 2025 YTD May-25	2025 YE Aug Prelim	2026 Sep-25	2026 Oct-25	2026 Nov-25	2026 Dec-25	2026 Jan-26	2026 Feb-26	2026 Mar-26	2026 Apr-26	2026 May-26	2026 Fiscal 2026 YTD
Capital Expenses - Less than $1000		$ -	$ -									
Land and Improvements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Buildings	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Audio/Visual Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,779	$ -	$ -	$ -	**$ 3,779**
Classroom Equipment	$ 192,087	$ 236,838	$ -	$ 11,711	$ -	$ -	$ -	$ 6,551	$ 5,806	$ 11,670	$ 37,794	**$ 73,532**
Computer Related	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Maintenance & Grounds	$ 9,079	$ 9,079	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Office Equipment & Furnishing	$ 3,601	$ 7,501	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Television Station Equipment	$ -	$ 8,167	$ -	$ -	$ -	$ -	$ -	$ 4,088	$ -	$ -	$ -	**$ 4,088**
Vehicles	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Other Sources								0	0	0	$ -	
Disposal Gain (Loss)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Interfund Transfers	$ 253,784	$ (585,876)	$ -	$ -	$ -	$ 255,602	$ -	$ -	$ -	$ -	$ -	**$ 255,602**
TOTAL EXPENSE	**$ 107,805,287**	**$ 121,507,092**	**$ 8,537,266**	**$ 11,127,572**	**$ 7,910,227**	**$ 9,624,775**	**$ 19,158,640**	**$ 8,579,057**	**$ 7,632,028**	**$ 8,213,630**	**$ 13,129,915**	**$ 93,913,110**
CHANGE IN NET POSITION	**$ (7,674,630)**	**$ 14,205,949**	**$ 6,312,488**	**$ (3,879,809)**	**$ 9,052,560**	**$ 101,929**	**$ (857,078)**	**$ (2,725,405)**	**$ (348,498)**	**$ 1,647,090**	**$ (3,824,007)**	**$ 5,479,270**

Non Income Statement Expendatures - Capitalized and Depreciated

	Fiscal 2025 YTD May-25	2025 YE Aug Prelim	2026 Sep-25	2026 Oct-25	2026 Nov-25	2026 Dec-25	2026 Jan-26	2026 Feb-26	2026 Mar-26	2026 Apr-26	2026 May-26	2026 Fiscal 2026 YTD
Capital Expenses - Exceeds $5000 - Capitalized												
Land and Improvements	$ -	$ 158,995	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Buildings	$ 159,195	$ 26,498,455	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Audio/Visual Equipment	$ -	$ 10,150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Classroom Equipment	$ 1,320,925	$ 1,600,611	$ 3,223	$ 17,821	$ -	$ 12,228	$ 119,046	$ 165,706	$ 136,775	$ 250,314	$ 51,600	**$ 756,714**
Computer Related	$ 73,731	$ 151,418	$ -	$ -	$ 84,425	$ -	$ -	$ -	$ -	$ -	$ 38,675	**$ 123,100**
Library Books	$ 4,367	$ 17,695	$ -	$ 1,236	$ -	$ 739	$ -	$ -	$ -	$ -	$ -	**$ 1,975**
Maintenance & Grounds	$ 63,889	$ 63,889	$ -	$ 18,328	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 18,328**
Office Equipment & Furnishing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Television Station Equipment	$ 450,348	$ 462,165	$ -	$ 26,485	$ 35,817	$ -	$ -	$ 2,610	$ 6,591	$ -	$ 202,936	**$ 274,438**
Vehicles	$ 566,273	$ 630,500	$ 116,125	$ 76,042	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000	**$ 202,167**
Donations	$ 115,952	$ 115,952	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,275.2	**$ 28,275**
TOTAL CAPITALIZED EXPENDITURES	**$ 2,754,681**	**$ 29,709,832**	**$ 119,348**	**$ 139,912**	**$ 120,242**	**$ 12,967**	**$ 119,046**	**$ 168,316**	**$ 143,366**	**$ 250,314**	**$ 331,486**	**$ 1,404,996**

AMARILLO COLLEGE
Tax Schedule
as of May 31, 2026

		FY 2026					FY 2025
		Potter County	Randall County	Moore County Campus	Hereford Campus	Total	Total
Net Taxable Values		$9,602,595,131	$11,546,601,678	$2,882,084,381	$2,409,546,192	23,558,743,001	25,576,045,117
Tax Rate		$0.21994	$0.21994	$0.05000	$0.04912		
Assessment:							
Maintenance and Operation -	$0.16363	$14,978,911.72	$17,333,766.02	$1,441,042.19	$1,183,487.19	$34,937,207.12	$30,308,925
Bond Sinking Fund -	$0.05631	$5,154,575.36	$5,964,932.89			$11,119,508.25	$10,799,628
Moore County							$1,431,956
Hereford							$1,118,523
Total Assessment		$20,133,491	$23,298,699	$1,441,042	$1,183,487	$46,056,715	$43,659,032
Deposits of Current Taxes		19,294,128.93	22,912,916.69	$1,404,190	1,128,890.41	44,740,126.19	$42,994,794
Current Collection Rate		95.83%	98.34%	97.44%	95.39%	97.14%	98.48%
Deposits of Delinquent Taxes		$222,347	$123,887	14,823.09	$11,673	$372,729	$397,262
Penalties & Interest		$145,097	$91,829	10,357.44	$13,271	$260,555	$394,812
					total collected	$45,373,411	$43,786,868

	Budgeted Collections	Budget rate		Budget rate
Budgeted - Bonds	$11,544,759	103.82%	$11,827,028	109.51%
Budgeted - Maintenance and Operation	$33,313,530	103.10%	$29,853,716	98.50%
Budgeted - Moore County	$1,384,308	96.06%	$1,404,355	98.07%
Budgeted - Deaf Smith County	$1,124,088	94.98%	$1,099,216	98.27%
Total Budget	$47,366,685	102.84%	$44,184,315	101.20%
Total Collected - Current + Delinquent + Penalty/Interest	$45,373,411	-	$43,786,868	
Over (Under) Budget	($1,993,274)		($397,447)	

AMARILLO COLLEGE
Alterations and Improvements
Projects for Fiscal 2025/2026
as of May 31, 2026

AMARILLO - ALL CAMPUSES

		PROJECT BUDGETING						SOURCE OF FUNDS					
PROJECT	DESCRIPTION	BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
1	Classroom Furniture Replacement	100,000.00	-	-	-	Not Started	100,000.00	-	100,000.00	-	-	-	-
2	New Store Front Upgrades to All Campuses	25,000.00	20,368.00	-	-	In Progress	4,632.00	20,368.00	25,000.00	-	-	-	-
3	AMAG Upgrades to All Campuses	75,000.00	24,930.59	-	2,406.90	In Progress	47,662.51	27,337.49	75,000.00	-	-	-	-
4	2025-2026 Additional Bond Purchases	-	216,329.74	-	2,672.00	In Progress	(219,001.74)	219,001.74	-				
		200,000.00	261,628.33	-	5,078.90		(66,707.23)	266,707.23	200,000.00	-	-	-	-

DUMAS CAMPUS LOCATIONS

		PROJECT BUDGETING						SOURCE OF FUNDS					
PROJECT	DESCRIPTION	BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
5	LED Lighting Upgrades	10,000.00	-	-	-	Not Started	10,000.00	-	10,000.00	-	-	-	-
6	Parking Lot Seal Coat and Repairs	50,000.00	-	-	-	Not Started	50,000.00	-	50,000.00	-	-	-	-
7	Carpet and Flooring Replacement	12,000.00	-	-	-	Not Started	12,000.00	-	12,000.00	-	-	-	-
8	Paint and Small Repairs	6,000.00	822.71	-	1,685.54	In Progress	3,491.75	2,508.25	6,000.00	-	-	-	-
9	Other Unplanned Projects	5,000.00	6,050.00	-	480.00	In Progress	(1,530.00)	6,530.00	5,000.00	-	-	-	-
		83,000.00	6,872.71	-	2,165.54		73,961.75	9,038.25	83,000.00	-	-	-	-

HEREFORD - HEREFORD CAMPUS

		PROJECT BUDGETING						SOURCE OF FUNDS					
PROJECT	DESCRIPTION	BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
10	Truck Driving Track Repairs	20,000.00	-	-	-	Not Started	20,000.00	-	20,000.00	-	-	-	-
11	LED Lighting Upgrades	5,000.00	429.00	-	-	In Progress	4,571.00	429.00	5,000.00	-	-	-	-
12	Carpet and Flooring Replacement	10,000.00	-	-	-	Not Started	10,000.00	-	10,000.00	-	-	-	-
13	Paint and Small Repairs	10,000.00	10,828.81	-	274.82	In Progress	(1,103.63)	11,103.63	10,000.00	-	-	-	-
14	Other Unplanned Projects	5,000.00	5,007.43	-	-	In Progress	(7.43)	5,007.43	5,000.00	-	-	-	-
		50,000.00	16,265.24	-	274.82		33,459.94	16,540.06	50,000.00	-	-	-	-

AMARILLO - WEST CAMPUS

		PROJECT BUDGETING						SOURCE OF FUNDS					
PROJECT	DESCRIPTION	BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
15	Allied Health Classroom Data Drop Installation	7,504.77	7,504.77	-	-	Complete	-	7,504.77	7,504.77	-	-	-	-
		7,504.77	7,504.77	-	-		-	7,504.77	7,504.77	-	-	-	-

AMARILLO - WASHINGTON STREET CAMPUS

		PROJECT BUDGETING						SOURCE OF FUNDS					
PROJECT	DESCRIPTION	BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
16	College Union Building Signage RFP # 1407	128,380.00	128,380.00	-	-	Complete	-	128,380.00	128,380.00	-	-	-	-
17	Enrollment Center Signage - Foundation	39,665.81	39,665.81	-	-	Complete	-	39,665.81	39,665.81	-	-	-	-
18	College Union Building Signage (Electrical) - Foundation	3,150.00	3,150.00	-	-	Complete	-	3,150.00	3,150.00	-	-	-	-
19	College Union Building Carpet & Flooring Installation	-	-	-	-	Complete	-	-	-	-	-	-	-
20	I-40 Building Improvements & Repairs	98,500.00	98,212.22	-	-	Complete	287.78	98,212.22	98,500.00	-	-	-	-
21	HVAC Unit Replacement at FM-90 Transmission Tower	-	38,427.00	-	-	Complete	(38,427.00)	38,427.00	-	-	-	-	-
22	Durrett Hall Building Improvements	4,700.00	4,675.00	-	-	Complete	25.00	4,675.00	4,700.00	-	-	-	-
23	Engineering Building Improvements	4,700.00	4,675.00	-	-	Complete	25.00	4,675.00	4,700.00	-	-	-	-
24	Concert Hall Theater Building Improvements	85,050.00	24,329.00	-	58,521.50	In Progress	2,199.50	82,850.50	85,050.00				
		192,950.00	213,134.03	-	58,521.50		(35,889.72)	271,655.53	235,765.81	-	-	-	-

AMARILLO COLLEGE
Alterations and Improvements
Projects for Fiscal 2025/2026
as of May 31, 2026

AMARILLO - AUXILIARY

PROJECT	DESCRIPTION	PROJECT BUDGETING BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	SOURCE OF FUNDS TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
25	East Campus Housing, Painting for Residential Housing RFP # 1423	240,000.00	93,558.00	-	-	In Progress	146,442.00	93,558.00	240,000.00	-	-	-	-
26	East Campus Housing Electrical Upgrades	112,000.00	6,516.56	-	-	In Progress	105,483.44	6,516.56	112,000.00	-	-	-	-
27	Hagy Paint and Small Repairs	15,000.00	8,794.86	-	535.00	In Progress	5,670.14	9,329.86	15,000.00	-	-	-	-
28	Hagy Other Unplanned Projects	5,000.00	205.60	-	-	In Progress	4,794.40	205.60	5,000.00	-	-	-	-
29	Hagy Carpet and Flooring	10,000.00	-	-	-	Not Started	10,000.00	-	10,000.00	-	-	-	-
		382,000.00	109,075.02	-	535.00		272,389.98	109,610.02	382,000.00	-	-	-	-

AMARILLO - ALL CAMPUS ONGOING PROJECTS

PROJECT	DESCRIPTION	PROJECT BUDGETING BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	SOURCE OF FUNDS TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
30	Other Unplanned Projects	102,495.23	72,085.68	-	26,010.00	In Progress	4,399.55	98,095.68	102,495.23	-	-	-	-
31	Building Drainage Corrections	25,000.00	566.59	-	-	In Progress	24,433.41	566.59	25,000.00	-	-	-	-
32	LED Lighting Upgrades	56,500.00	3,291.74	-	898.18	In Progress	52,310.08	4,189.92	56,500.00	-	-	-	-
33	Paint and Small Repairs	60,000.00	18,583.83	-	14,414.18	In Progress	27,001.99	32,998.01	60,000.00	-	-	-	-
34	Parking Lot Seal Coat & Repairs	65,600.00	15,967.50	-	-	In Progress	49,632.50	15,967.50	65,600.00	-	-	-	-
35	Carpet and Flooring Replacement	120,000.00	58,890.38	-	1,057.78	In Progress	60,051.84	59,948.16	120,000.00	-	-	-	-
		429,595.23	169,385.72	-	42,380.14		217,829.37	211,765.86	429,595.23	-	-	-	-
		872,865.81	**651,652.85**	**-**	**105,980.54**		**115,232.42**	**757,633.39**	**872,865.81**	**-**	**-**	**-**	**-**

AMARILLO COLLEGE
INTERNAL UNAUDITED STATEMENT OF NET POSITION
FISCAL YEAR 2026 THROUGH JUNE 2026

	Jun-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
ASSETS											
CURRENT ASSETS											
Cash & Equivalents	$ 12,453,332	$ 4,214,712	$ 8,899,802	$ 5,157,668	$ 16,135,314	$ 24,354,844	$ 30,073,594	$ 25,501,742	$ 20,985,826	$ 15,242,332	$ 15,974,426
Short-Term Investments	$ 3,822,387	$ 1,429,154	$ 1,429,154	$ 1,429,154	$ 1,491,471	$ 1,491,471	$ 1,491,471	$ 1,491,471	$ 1,491,471	$ 1,491,471	$ 1,491,471
Receivables	$ 7,798,652	$ 53,325,495	$ 41,741,561	$ 47,880,278	$ 29,558,033	$ 10,882,623	$ 2,098,235	$ 2,195,440	$ 9,256,460	$ 10,245,022	$ 7,693,541
Inventory	$ 1,650,532	$ 835,093	$ 1,602,884	$ 1,798,431	$ 2,230,890	$ 1,575,626	$ 1,614,778	$ 1,890,979	$ 1,632,007	$ 1,655,036	$ 1,481,158
Prepaid Expenses and Other Assets	$ (37,791)	$ 326,003	$ 326,003	$ 102,662	$ 35,566	$ 35,566	$ 35,566	$ 35,566	$ 30,142	$ 30,142	$ 34,484
Total Current Assets	$ 25,687,113	$ 60,130,457	$ 53,999,405	$ 56,368,194	$ 49,451,275	$ 38,340,130	$ 35,313,645	$ 31,115,199	$ 33,395,907	$ 28,664,002	$ 26,675,082
NON CURRENT ASSETS											
Restricted Cash and Cash Equivalents	$ 2,957,900	$ 2,295,449	$ 2,398,083	$ 2,755,083	$ 7,944,130	$ 11,530,653	$ 2,958,794	$ 3,071,224	$ 3,241,455	$ 3,217,194	$ 3,380,795
Restricted Investments	$ 8,328,501	$ 7,623,034	$ 7,705,893	$ 7,752,976	$ 7,807,397	$ 7,946,496	$ 8,040,232	$ 8,040,995	$ 8,181,118	$ 8,393,109	$ 8,426,610
Endowments	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000
Long Term Grant Receivable	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction in Progress	$ 4,261,220	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property & Equipment	$ 188,632,251	$ 213,822,426	$ 213,245,699	$ 213,239,670	$ 211,894,708	$ 211,301,239	$ 210,765,690	$ 210,915,502	$ 209,738,552	$ 209,261,749	$ 208,845,760
Total Non Current Assets	$ 206,679,871	$ 226,240,908	$ 225,849,675	$ 226,247,729	$ 230,146,235	$ 233,278,388	$ 224,264,716	$ 224,527,720	$ 223,661,124	$ 223,372,051	$ 223,153,165
TOTAL ASSETS	**$ 232,366,984**	**$ 286,371,365**	**$ 279,849,080**	**$ 282,615,923**	**$ 279,597,509**	**$ 271,618,518**	**$ 259,578,361**	**$ 255,642,919**	**$ 257,057,031**	**$ 252,036,054**	**$ 249,828,247**
DEFERRED OUTFLOWS OF RESOURCES											
Deferred Outflows on Net Pension Liability	$ 9,461,950	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302	$ 5,237,302
Deferred Outflows related to OPEB	$ 10,032,344	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657	$ 9,287,657
Deferred Charge on Refunding	$ 840,144	$ 602,440	$ 602,440	$ 602,440	$ 602,440	$ 602,440	$ 602,440	$ 602,440	$ 602,440	$ 602,440	$ 602,440
TOTAL DEFERRED OUTFLOWS	$ 20,334,438	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399	$ 15,127,399
LIABILITIES AND NET POSITION											
CURRENT LIABILITIES											
Payables	$ 2,079,979	$ 720,304	$ 2,217,190	$ 2,662,314	$ 3,234,915	$ 4,125,238	$ 3,711,908	$ 3,591,575	$ 3,799,427	$ 4,725,467	$ 4,405,637
Accrued Compensable Absences - Current	$ 613,660	$ 585,183	$ 585,183	$ 585,183	$ 585,183	$ 585,183	$ 585,183	$ 585,183	$ 585,183	$ 585,183	$ 585,183
Funds Held for Others	$ 409,785	$ 435,224	$ 245,391	$ 390,354	$ 413,325	$ (2,815,223)	$ 277,665	$ 254,931	$ 304,670	$ 226,186	$ 362,703
Unearned Revenues	$ 12,658,334	$ 32,713,880	$ 29,824,479	$ 27,107,151	$ 24,197,384	$ 21,285,900	$ 18,374,466	$ 15,457,982	$ 16,604,994	$ 15,588,824	$ 13,836,638
Bonds Payable - Current Portion	$ 8,430,000	$ 8,430,000	$ 8,430,000	$ 8,430,000	$ 8,430,000	$ 8,430,000	$ 8,730,000	$ 8,735,000	$ 8,735,000	$ 8,735,000	$ 8,735,000
Notes Payable - Current Portion	$ 36,033	$ 36,033	$ 36,033	$ 36,033	$ 36,033	$ -	$ -	$ -	$ -	$ -	$ -
Capital Lease Payable	$ 222,149	$ 285,807	$ 285,807	$ 285,807	$ 285,807	$ 285,807	$ 285,807	$ 285,807	$ 285,807	$ 285,807	$ 285,807
Retainage Payable	$ 2,100,128	$ 1,933,000	$ 1,797,093	$ 1,735,892	$ 1,735,892	$ 823,742	$ 823,742	$ 776,834	$ 776,834	$ 679,502	$ 679,502
Other Liabilities	$ 5,079,231	$ 7,746	$ 7,746	$ 7,746	$ 7,746	$ 7,746	$ 7,746	$ 7,746	$ 7,746	$ 7,746	$ 7,746
Total Current Liabilities	$ 31,629,300	$ 45,147,177	$ 43,428,921	$ 41,240,480	$ 38,926,285	$ 32,728,394	$ 32,796,518	$ 29,695,059	$ 31,099,661	$ 30,833,716	$ 28,898,215
NON CURRENT LIABILITIES											
Accrued Compensable Absences - Long Term	$ 931,675	$ 936,127	$ 936,127	$ 936,127	$ 936,127	$ 936,127	$ 936,127	$ 936,127	$ 936,127	$ 936,127	$ 936,127
Deposits Payable	$ 212,414	$ 217,150	$ 216,750	$ 216,450	$ 217,425	$ 219,290	$ 218,040	$ 219,280	$ 221,780	$ 217,380	$ 212,905
Bonds Payable	$ 86,270,000	$ 86,270,000	$ 86,270,000	$ 86,270,000	$ 86,270,000	$ 86,270,000	$ 77,815,000	$ 77,535,000	$ 77,535,000	$ 77,535,000	$ 77,535,000
Notes Payable	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114	$ 258,114
Capital Lease Payable - LT	$ 413,575	$ 421,011	$ 421,011	$ 421,011	$ 421,011	$ 421,011	$ 421,011	$ 421,011	$ 421,011	$ 421,011	$ 421,011
Unamortized Debt Premium	$ 11,971,026	$ 19,567,074	$ 18,646,478	$ 17,780,151	$ 16,853,525	$ 15,926,900	$ 15,000,274	$ 14,073,648	$ 13,147,023	$ 12,220,397	$ 11,293,771
Net Pension Liability	$ 22,962,471	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446	$ 20,351,446
Net OPEB Liability	$ 51,908,803	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355	$ 54,068,355
Total Non Current Liabilities	$ 174,928,078	$ 182,089,277	$ 181,168,281	$ 180,301,654	$ 179,376,003	$ 178,451,243	$ 169,068,367	$ 167,862,981	$ 166,938,856	$ 166,007,830	$ 165,076,729
TOTAL LIABILITIES	**$ 206,557,378**	**$ 227,236,454**	**$ 224,597,202**	**$ 221,542,134**	**$ 218,302,289**	**$ 211,179,637**	**$ 201,864,885**	**$ 197,558,040**	**$ 198,038,516**	**$ 196,841,546**	**$ 193,974,945**

AMARILLO COLLEGE
INTERNAL UNAUDITED STATEMENT OF NET POSITION
FISCAL YEAR 2026 THROUGH JUNE 2026

	Jun-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Deferred Inflows											
Deferred Inflows of Resources	$ 1,542,160	$ 815,177	$ 815,177	$ 815,177	$ 815,177	$ 815,177	$ 815,177	$ 815,177	$ 815,177	$ 815,177	$ 815,177
Deferred Inflows related to OPEB	$ 18,489,361	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734	$ 14,760,734
TOTAL DEFERRED INFLOWS	$ 20,031,521	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911	$ 15,575,911
NET POSITION											
Capital Assets											
Net Investment in Capital Assets	$ 175,963,084	$ 198,842,992	$ 198,266,551	$ 198,278,401	$ 196,937,885	$ 196,344,366	$ 203,952,732	$ 204,379,092	$ 203,204,212	$ 202,726,492	$ 202,898,554
Restricted											
Non Expendable: Endowment - True	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000
Expendable: Capital Projects	$ (95,668,371)	$ (94,034,398)	$ (94,034,115)	$ (96,107,895)	$ (96,107,605)	$ (96,107,352)	$ (96,107,116)	$ (96,106,845)	$ (96,106,588)	$ (96,106,329)	$ (96,106,079)
Expendable: Debt Service	$ 857,047	$ 3,520,484	$ 4,448,358	$ 5,380,483	$ 6,312,678	$ 7,239,779	$ (1,731,209)	$ (781,047)	$ 143,115	$ 1,075,337	$ 2,020,108
Other, Primary Donor Restrictions	$ 856,461	$ 10,540,516	$ 9,574,001	$ 12,106,419	$ 12,962,600	$ 12,839,688	$ 12,910,349	$ 12,642,889	$ 12,522,270	$ 11,089,747	$ (1,261,131)
Unrestricted											
Unrestricted	$ (72,576,040)	$ (62,683,194)	$ (65,951,429)	$ (61,532,130)	$ (61,758,849)	$ (62,062,342)	$ (64,259,792)	$ (64,997,722)	$ (63,693,006)	$ (66,539,252)	$ (68,667,303)
TOTAL NET POSITION	**$ 11,932,181**	**$ 58,686,399**	**$ 54,803,366**	**$ 60,625,277**	**$ 60,846,709**	**$ 60,754,140**	**$ 57,264,964**	**$ 57,636,367**	**$ 58,570,003**	**$ 54,745,996**	**$ 41,384,149**

AMARILLO COLLEGE
INTERNAL UNAUDITED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FISCAL YEAR 2026 THROUGH JUNE 2026

	Fiscal 2025 YTD Jun-25	2025 YE Aug Prelim	2026 Sep-25	2026 Oct-25	2026 Nov-25	2026 Dec-25	2026 Jan-26	2026 Feb-26	2026 Mar-26	2026 Apr-26	2026 May-26	2026 Jun-26	2026 Fiscal 2026 YTD
OPERATING REVENUES													
Tuition and Fees	$ 21,426,881	$ 12,046,925	$ 9,985,264	$ 305,429	$ 5,650,272	$ 1,929,369	$ 796,772	$ 304,711	$ 147,554	$ 2,383,869	$ 793,377	$ 222,615	**$ 22,519,233**
Federal Grants and Contracts	$ 2,984,425	$ 5,189,832	$ -	$ 143,143	$ 208,287	$ 353,845	$ 153,752	$ 311,339	$ 427,571	$ 205,429	$ 14,686	$ 696,602	**$ 2,514,654**
State Grants and Contracts	$ 4,522,914	$ 4,238,059	$ 942,890	$ 248,966	$ 236,630	$ 295,464	$ 2,253	$ 934,233	$ 161,765	$ 186,603	$ 32,882	$ 174,225	**$ 3,215,911**
Local Grants and Contracts	$ 2,031,087	$ 2,208,556	$ 1,006	$ 213,676	$ 442,294	$ 220,334	$ 217,984	$ 219,695	$ 224,817	$ 223,683	$ 220,339	$ 220,814	**$ 2,204,644**
Nongovernmental grants and contracts	$ 2,644,439	$ 2,484,637	$ 421,121	$ 74,528	$ 42,944	$ 517,410	$ 126,691	$ 198,599	$ 51,146	$ 79,174	$ 37,581	$ 377,000	**$ 1,926,195**
Sales and Services of Educational Activities	$ 333,448	$ 401,907	$ 31,308	$ 30,497	$ 25,875	$ 27,316	$ 35,621	$ 35,551	$ 31,729	$ 44,380	$ 45,968	$ 30,591	**$ 338,835**
Auxiliary Enterprises (net of discounts)	$ 5,682,328	$ 6,606,368	$ 553,170	$ 566,912	$ 418,497	$ 382,817	$ 1,442,991	$ 446,950	$ 523,129	$ 441,438	$ 504,724	$ 513,824	**$ 5,794,453**
Other Operating Revenues	$ 2,743,165	$ 2,355,768	$ 448,056	$ 143,386	$ 306,574	$ 430,066	$ 58,296	$ 109,866	$ 70,461	$ 108,732	$ 115,211	$ 330,220	**$ 2,120,869**
Total Operating Revenues	**$ 42,368,686**	**$ 35,532,053**	**$ 12,382,816**	**$ 1,726,538**	**$ 7,331,374**	**$ 4,156,621**	**$ 2,834,360**	**$ 2,560,944**	**$ 1,638,172**	**$ 3,673,308**	**$ 1,764,769**	**$ 2,565,891**	**$ 40,634,794**
NON OPERATING REVENUES													
State Appropriations	$ 14,700,028	$ 21,645,430	$ 1,622,289	$ 1,622,289	$ 1,622,289	$ 1,622,289	$ 1,622,289	$ 1,622,289	$ 1,743,169	$ 1,622,289	$ 1,622,289	$ 1,622,289	**$ 16,343,770**
Taxes for maintenance and operations	$ 22,166,456	$ 30,050,896	$ 3,948	$ 2,696,157	$ 5,383,231	$ 2,706,335	$ 2,668,750	$ 2,162,153	$ 2,719,470	$ 2,698,429	$ 2,700,569	$ 2,736,750	**$ 26,475,792**
Taxes for general obligation bonds	$ 8,041,089	$ 10,845,827	$ 1,360	$ 927,713	$ 1,852,027	$ 928,622	$ 911,727	$ 933,187	$ 935,266	$ 921,531	$ 929,124	$ 941,491	**$ 9,282,049**
Federal revenue, non-operating	$ 14,130,534	$ 25,292,727	$ (1,600)	$ (99,384)	$ 659,805	$ 197,967	$ 9,881,493	$ 26,781	$ 40,364	$ 211,495	$ 1,812,605	$ 1,273,457	**$ 14,002,983**
Gifts	$ 6,373,241	$ 6,398,892	$ 493,670	$ 6,650	$ 21,386	$ 88,561	$ 93,071	$ 118,734	$ 114,148	$ 219,266	$ 6,243	$ 31,936	**$ 1,193,665**
Investment Income	$ 1,467,599	$ 1,882,472	$ 215,360	$ 113,659	$ 80,825	$ 71,523	$ 217,330	$ 191,030	$ 89,480	$ 214,907	$ 276,538	$ 94,591	**$ 1,565,242**
Interest on Capital Debt	$ (1,796,247)	$ (3,008,255)	$ 132,638	$ -	$ -	$ -	$ (2,250)	$ (1,761,158)	$ 1,912	$ -	$ -	$ -	**$ (1,628,857)**
Loss on Disposal of Fixed Assets	$ 9,368	$ (111,155)	$ (727)	$ 286	$ 11,849	$ (45,214)	$ (50)	$ (310)	$ 1,548	$ 2,070	$ (103,569)	$ (1,832)	**$ (135,948)**
Misc. Income	$ 12,469	$ 12,469	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Other State Revenue	$ 302,192	$ 302,192	$ -	$ 253,856	$ -	$ -	$ 74,841	$ -	$ -	$ 297,425	$ 297,340	$ -	**$ 923,462**
Total Non Operating Revenues	**$ 65,406,731**	**$ 93,311,494**	**$ 2,466,938**	**$ 5,521,225**	**$ 9,631,413**	**$ 5,570,083**	**$ 15,467,202**	**$ 3,292,708**	**$ 5,645,358**	**$ 6,187,411**	**$ 7,541,139**	**$ 6,698,681**	**$ 68,022,158**
Extraordinary Item (Insurance Proceeds)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Prior Period Adjustment	$ 1,732,610	$ 6,869,493	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
TOTAL REVENUE	**$ 109,508,027**	**$ 135,713,041**	**$ 14,849,754**	**$ 7,247,763**	**$ 16,962,787**	**$ 9,726,704**	**$ 18,301,562**	**$ 5,853,652**	**$ 7,283,530**	**$ 9,860,720**	**$ 9,305,908**	**$ 9,264,572**	**$ 108,656,952**
OPERATING EXPENSES													
Cost of Sales	$ 1,913,251	$ 2,983,792	$ 1,238,234	$ (703,430)	$ (188,773)	$ 215,929	$ 773,575	$ 57,038	$ (27,949)	$ 321,515	$ 115,622	$ 214,566	**$ 2,016,328**
Salary, Wages & Benefits													**$ -**
Administrators	$ 5,162,508	$ 6,484,735	$ 186,675	$ 682,041	$ 517,332	$ 517,366	$ 1,534,986	$ 500,679	$ 491,852	$ 506,545	$ 683,997	$ 503,303	**$ 6,124,777**
Classified	$ 19,251,794	$ 24,184,771	$ 879,184	$ 2,803,257	$ 1,891,017	$ 1,853,231	$ 1,781,696	$ 1,862,634	$ 1,870,215	$ 1,799,109	$ 2,586,251	$ 1,819,579	**$ 19,146,175**
Faculty	$ 16,314,158	$ 21,351,624	$ 713,918	$ 2,573,317	$ 1,939,455	$ 1,649,457	$ 1,180,596	$ 1,592,979	$ 1,812,284	$ 1,679,212	$ 2,304,175	$ 1,794,551	**$ 17,239,943**
Student Salary	$ 881,558	$ 1,070,607	$ 72,917	$ 173,969	$ 129,146	$ 119,867	$ 30,258	$ 109,557	$ 130,180	$ 104,957	$ 173,746	$ 84,655	**$ 1,129,251**
Temporary (Contract) Labor	$ 471,742	$ 532,640	$ 38,020	$ 17,522	$ 6,792	$ 20,649	$ 9,065	$ 7,436	$ 8,285	$ 13,941	$ 30,795	$ 7,315	**$ 159,820**
Employee Aid	$ 34,840	$ 48,449	$ 4,325	$ 8,539	$ 4,500	$ 2,305	$ 35,692	$ 5,908	$ 10,220	$ 2,300	$ -	$ 15,764	**$ 89,553**
Employee Benefits	$ 10,652,374	$ 15,501,573	$ 705,260	$ 1,356,153	$ 1,055,859	$ 1,206,796	$ 1,180,724	$ 1,109,776	$ 1,096,946	$ 1,162,726	$ 1,347,576	$ 1,133,387	**$ 11,355,203**
Dept Operating Expenses			$ -										**$ -**
Professional Fees	$ 22,008,145	$ 2,597,671	$ 339,465	$ 776,242	$ 1,001,963	$ 411,050	$ 303,883	$ 328,796	$ 341,978	$ 324,688	$ 812,387	$ 372,645	**$ 5,013,097**
Supplies	$ 4,349,895	$ 6,314,050	$ 229,994	$ 502,939	$ 303,867	$ 265,895	$ 347,010	$ 212,359	$ 211,207	$ 542,445	$ 391,242	$ 382,708	**$ 3,389,665**
Travel	$ 960,536	$ 1,238,773	$ 15,518	$ 90,628	$ 90,033	$ 57,199	$ 44,927	$ 146,367	$ 30,602	$ 160,365	$ 72,753	$ 40,988	**$ 749,380**
Property Insurance	$ 1,661,536	$ 1,662,047	$ 1,575,099	$ 1,135	$ -	$ 9,225	$ (1,135)	$ -	$ -	$ -	$ -	$ -	**$ 1,584,324**
Liability Insurance	$ 55,262	$ 99,074	$ 41,475	$ 2,666	$ 8,980	$ 505	$ -	$ 11,218	$ 4,113	$ 8,580	$ -	$ 50,758	**$ 128,293**
Maintenance & Repairs	$ 3,851,760	$ 4,041,409	$ 1,288,799	$ 546,169	$ 126,390	$ 615,899	$ 319,991	$ 271,794	$ 61,963	$ 152,829	$ 420,632	$ 233,141	**$ 4,037,607**
Utilities	$ 1,641,253	$ 2,180,626	$ 39,923	$ 185,828	$ 151,018	$ 172,235	$ 255,977	$ 193,074	$ 179,753	$ 146,838	$ 228,197	$ 141,739	**$ 1,694,582**
Scholarships & Fin Aid	$ 18,843,559	$ 20,296,437	$ 896,026	$ 970,975	$ (45,824)	$ 591,861	$ 10,132,936	$ 1,049,418	$ 450,767	$ 306,269	$ 2,980,771	$ 608,373	**$ 17,941,572**
Advertising	$ 374,762	$ 546,238	$ 12,060	$ 29,447	$ 24,625	$ 34,276	$ 17,380	$ 40,142	$ 29,259	$ 50,888	$ 38,124	$ 50,869	**$ 327,070**
Lease/Rentals	$ 290,208	$ 348,732	$ 28,056	$ 27,968	$ 27,850	$ 31,191	$ 44,537	$ 27,112	$ 27,509	$ 29,415	$ 28,423	$ 47,706	**$ 319,767**
Interest Expense	$ 1,795,071	$ 14,605	$ -	$ 1,042	$ -	$ -	$ 14,960	$ -	$ -	$ -	$ -	$ -	**$ 16,002**
Depreciation	$ 6,666,460	$ 8,276,179	$ -	$ 713,415	$ 712,112	$ 1,427,772	$ 713,254	$ 714,640	$ 713,455	$ 713,810	$ 705,636	$ 707,420	**$ 7,121,514**
Memberships	$ 211,868	$ 261,215	$ 50,221	$ 15,663	$ 38,020	$ 2,110	$ 24,047	$ 16,677	$ 1,259	$ 12,266	$ 53,432	$ 11,290	**$ 224,986**
Property Taxes	$ 382,883	$ 382,883	$ -	$ -	$ -	$ 79,978	$ 309,147	$ -	$ -	$ 5	$ -	$ -	**$ 389,130**
Institutional Support	$ 491,897	$ 654,014	$ 21,581	$ 62,271	$ 45,767	$ 29,887	$ 45,245	$ 37,527	$ 80,434	$ 64,679	$ 56,758	$ 36,586	**$ 480,735**
Other Miscellaneous Disbursments	$ 1,082,791	$ 759,241	$ 160,517	$ 278,108	$ 70,097	$ 54,490	$ 59,890	$ 269,508	$ 101,889	$ 98,578	$ 61,601	$ 83,056	**$ 1,237,734**
		$ -	$ -										**$ -**

AMARILLO COLLEGE
INTERNAL UNAUDITED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FISCAL YEAR 2026 THROUGH JUNE 2026

	Fiscal 2025 YTD Jun-25	2025 YE Aug Prelim	2026 Sep-25	2026 Oct-25	2026 Nov-25	2026 Dec-25	2026 Jan-26	2026 Feb-26	2026 Mar-26	2026 Apr-26	2026 May-26	2026 Jun-26	2026 Fiscal 2026 YTD
Capital Expenses - Less than $1000		$ -	$ -										$ -
Land and Improvements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Buildings	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audio/Visual Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,779	$ -	$ -	$ -	$ -	$ 3,779
Classroom Equipment	$ 226,163	$ 236,838	$ -	$ 11,711	$ -	$ -	$ -	$ 6,551	$ 5,806	$ 11,670	$ 37,794	$ 34,055	$ 107,588
Computer Related	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance & Grounds	$ 9,079	$ 9,079	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Equipment & Furnishing	$ 7,501	$ 7,501	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Television Station Equipment	$ 8,167	$ 8,167	$ -	$ -	$ -	$ -	$ -	$ 4,088	$ -	$ -	$ -	$ -	$ 4,088
Vehicles	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Sources								0	0	0	$ -	0	$ -
Disposal Gain (Loss)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interfund Transfers	$ 483,674	$ (585,876)	$ -	$ -	$ -	$ 255,602	$ -	$ -	$ -	$ -	$ -	$ 263,309	$ 518,911
TOTAL EXPENSE	**$ 120,084,691**	**$ 121,507,092**	**$ 8,537,266**	**$ 11,127,572**	**$ 7,910,227**	**$ 9,624,775**	**$ 19,158,640**	**$ 8,579,057**	**$ 7,632,028**	**$ 8,213,630**	**$ 13,129,915**	**$ 8,637,766**	**$ 102,550,876**
CHANGE IN NET POSITION	**$ (10,576,664)**	**$ 14,205,949**	**$ 6,312,488**	**$ (3,879,809)**	**$ 9,052,560**	**$ 101,929**	**$ (857,078)**	**$ (2,725,405)**	**$ (348,498)**	**$ 1,647,090**	**$ (3,824,007)**	**$ 626,806**	**$ 6,106,076**

Non Income Statement Expendatures - Capitalized and Depreciated

	Fiscal 2025 YTD Jun-25	2025 YE Aug Prelim	2026 Sep-25	2026 Oct-25	2026 Nov-25	2026 Dec-25	2026 Jan-26	2026 Feb-26	2026 Mar-26	2026 Apr-26	2026 May-26	2026 Jun-26	2026 Fiscal 2026 YTD
Capital Expenses - Exceeds $5000 - Capitalized													
Land and Improvements	$ -	$ 158,995	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Buildings	$ 349,153	$ 26,498,455	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audio/Visual Equipment	$ -	$ 10,150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Classroom Equipment	$ 1,345,755	$ 1,600,611	$ 3,223	$ 17,821	$ -	$ 12,228	$ 119,046	$ 165,706	$ 136,775	$ 250,314	$ 51,600	$ 43,415	$ 800,129
Computer Related	$ 151,418	$ 151,418	$ -	$ -	$ 84,425	$ -	$ -	$ -	$ -	$ -	$ 38,675	$ -	$ 123,100
Library Books	$ 5,958	$ 17,695	$ -	$ 1,236	$ -	$ 739	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,975
Maintenance & Grounds	$ 63,889	$ 63,889	$ -	$ 18,328	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,328
Office Equipment & Furnishing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,850	$ 25,850
Television Station Equipment	$ 450,348	$ 462,165	$ -	$ 26,485	$ 35,817	$ -	$ -	$ 2,610	$ 6,591	$ -	$ 202,936	$ 136,485	$ 410,923
Vehicles	$ 566,273	$ 630,500	$ 116,125	$ 76,042	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000	$ -	$ 202,167
Donations	$ 115,952	$ 115,952	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,275.2	$ 75,900.0	$ 104,175
TOTAL CAPITALIZED EXPENDITURES	**$ 3,048,747**	**$ 29,709,832**	**$ 119,348**	**$ 139,912**	**$ 120,242**	**$ 12,967**	**$ 119,046**	**$ 168,316**	**$ 143,366**	**$ 250,314**	**$ 331,486**	**$ 281,650**	**$ 1,686,646**

AMARILLO COLLEGE
Alterations and Improvements
Projects for Fiscal 2025/2026
as of June 30, 2026

AMARILLO - ALL CAMPUSES

PROJECT	DESCRIPTION	PROJECT BUDGETING						SOURCE OF FUNDS					
PROJECT	DESCRIPTION	BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
1	Classroom Furniture Replacement	100,000.00	-	-	-	Not Started	100,000.00	-	100,000.00	-	-	-	-
2	New Store Front Upgrades to All Campuses	25,000.00	20,368.00	-	-	In Progress	4,632.00	20,368.00	25,000.00	-	-	-	-
3	AMAG Upgrades to All Campuses	75,000.00	26,069.14	-	-	In Progress	48,930.86	26,069.14	75,000.00	-	-	-	-
4	2025-2026 Additional Bond Purchases	-	216,329.74	-	2,672.00	In Progress	(219,001.74)	219,001.74	-				
		200,000.00	262,766.88	-	2,672.00		(65,438.88)	265,438.88	200,000.00	-	-	-	-

DUMAS CAMPUS LOCATIONS

PROJECT	DESCRIPTION	PROJECT BUDGETING						SOURCE OF FUNDS					
PROJECT	DESCRIPTION	BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
5	LED Lighting Upgrades	10,000.00	-	-	-	Not Started	10,000.00	-	10,000.00	-	-	-	-
6	Parking Lot Seal Coat and Repairs	50,000.00	-	-	-	Not Started	50,000.00	-	50,000.00	-	-	-	-
7	Carpet and Flooring Replacement	12,000.00	-	-	-	Not Started	12,000.00	-	12,000.00	-	-	-	-
8	Paint and Small Repairs	6,000.00	2,508.25	-	-	In Progress	3,491.75	2,508.25	6,000.00	-	-	-	-
9	Other Unplanned Projects	5,000.00	6,050.00	-	480.00	In Progress	(1,530.00)	6,530.00	5,000.00	-	-	-	-
		83,000.00	8,558.25	-	480.00		73,961.75	9,038.25	83,000.00	-	-	-	-

HEREFORD - HEREFORD CAMPUS

PROJECT	DESCRIPTION	PROJECT BUDGETING						SOURCE OF FUNDS					
PROJECT	DESCRIPTION	BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
10	Truck Driving Track Repairs	20,000.00	-	-	-	Not Started	20,000.00	-	20,000.00	-	-	-	-
11	LED Lighting Upgrades	5,000.00	429.00	-	-	In Progress	4,571.00	429.00	5,000.00	-	-	-	-
12	Carpet and Flooring Replacement	10,000.00	-	-	-	Not Started	10,000.00	-	10,000.00	-	-	-	-
13	Paint and Small Repairs	10,000.00	10,828.81	-	274.82	In Progress	(1,103.63)	11,103.63	10,000.00	-	-	-	-
14	Other Unplanned Projects	5,000.00	5,007.43	-	-	In Progress	(7.43)	5,007.43	5,000.00	-	-	-	-
		50,000.00	16,265.24	-	274.82		33,459.94	16,540.06	50,000.00	-	-	-	-

AMARILLO - WEST CAMPUS

PROJECT	DESCRIPTION	PROJECT BUDGETING						SOURCE OF FUNDS					
PROJECT	DESCRIPTION	BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
15	Allied Health Classroom Data Drop Installation	7,504.77	7,504.77	-	-	Complete	-	7,504.77	7,504.77	-	-	-	-
		7,504.77	7,504.77	-	-		-	7,504.77	7,504.77	-	-	-	-

AMARILLO COLLEGE
Alterations and Improvements
Projects for Fiscal 2025/2026
as of June 30, 2026

AMARILLO - WASHINGTON STREET CAMPUS

PROJECT	DESCRIPTION	PROJECT BUDGETING						SOURCE OF FUNDS					
PROJECT	DESCRIPTION	BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
16	College Union Building Signage RFP # 1407	128,380.00	128,380.00	-	-	Complete	-	128,380.00	128,380.00	-	-	-	-
17	Enrollment Center Signage - Foundation	39,665.81	39,665.81	-	-	Complete	-	39,665.81	39,665.81	-	-	-	-
18	College Union Building Signage (Electrical) - Foundation	3,150.00	3,150.00	-	-	Complete	-	3,150.00	3,150.00	-	-	-	-
19	College Union Building Carpet & Flooring Installation	-	-	-	-	Complete	-	-	-	-	-	-	-
20	I-40 Building Improvements & Repairs	98,500.00	98,212.22	-	-	Complete	287.78	98,212.22	98,500.00	-	-	-	-
21	HVAC Unit Replacement at FM-90 Transmission Tower	-	38,427.00	-	-	Complete	(38,427.00)	38,427.00	-	-	-	-	-
22	Durrett Hall Building Improvements	4,700.00	4,675.00	-	-	Complete	25.00	4,675.00	4,700.00	-	-	-	-
23	Engineering Building Improvements	4,700.00	4,675.00	-	-	Complete	25.00	4,675.00	4,700.00	-	-	-	-
24	Concert Hall Theater Building Improvements	85,050.00	54,739.00	-	28,111.50	In Progress	2,199.50	82,850.50	85,050.00				
		192,950.00	243,544.03	-	28,111.50		(35,889.72)	271,655.53	235,765.81	-	-	-	-

AMARILLO - AUXILIARY

PROJECT	DESCRIPTION	PROJECT BUDGETING						SOURCE OF FUNDS					
PROJECT	DESCRIPTION	BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
25	East Campus Housing, Painting for Residential Housing RFP # 1423	240,000.00	93,558.00	-	-	In Progress	146,442.00	93,558.00	240,000.00	-	-	-	-
26	East Campus Housing Electrical Upgrades	112,000.00	6,516.56	-	-	In Progress	105,483.44	6,516.56	112,000.00	-	-	-	-
27	Hagy Paint and Small Repairs	15,000.00	8,794.86	-	535.00	In Progress	5,670.14	9,329.86	15,000.00	-	-	-	-
28	Hagy Other Unplanned Projects	5,000.00	205.60	-	-	In Progress	4,794.40	205.60	5,000.00	-	-	-	-
29	Hagy Carpet and Flooring	10,000.00	-	-	-	Not Started	10,000.00	-	10,000.00	-	-	-	-
		382,000.00	109,075.02	-	535.00		272,389.98	109,610.02	382,000.00	-	-	-	-

AMARILLO - ALL CAMPUS ONGOING PROJECTS

PROJECT	DESCRIPTION	PROJECT BUDGETING						SOURCE OF FUNDS					
PROJECT	DESCRIPTION	BUDGETED	EXPENSED	CIP	ENCUMBERED	STATUS	OVER/ SHORT	TOTAL COST	CURRENT BUDGET	RESERVE	GIFT/ DONATION	OTHER	DIFFERENCE
30	Other Unplanned Projects	102,495.23	83,245.68	-	14,850.00	In Progress	4,399.55	98,095.68	102,495.23	-	-	-	-
31	Building Drainage Corrections	25,000.00	566.59	-	-	In Progress	24,433.41	566.59	25,000.00	-	-	-	-
32	LED Lighting Upgrades	56,500.00	3,291.74	-	898.18	In Progress	52,310.08	4,189.92	56,500.00	-	-	-	-
33	Paint and Small Repairs	60,000.00	18,631.55	-	16,661.21	In Progress	24,707.24	35,292.76	60,000.00	-	-	-	-
34	Parking Lot Seal Coat & Repairs	65,600.00	15,967.50	-	-	In Progress	49,632.50	15,967.50	65,600.00	-	-	-	-
35	Carpet and Flooring Replacement	120,000.00	59,948.16	-	1,378.40	In Progress	58,673.44	61,326.56	120,000.00	-	-	-	-
		429,595.23	181,651.22	-	33,787.79		214,156.22	215,439.01	429,595.23	-	-	-	-
		872,865.81	**695,466.90**	**-**	**64,571.29**		**112,827.62**	**760,038.19**	**872,865.81**	**-**	**-**	**-**	**-**
		-	-	-	-		-	-	-	-	-	-	-

AMARILLO COLLEGE
Tax Schedule
as of June 30, 2026

		FY 2026					FY 2025
		Potter County	Randall County	Moore County Campus	Hereford Campus	Total	Total
Net Taxable Values		$9,602,595,131	$11,546,601,678	$2,882,084,381	$2,409,546,192	23,558,743,001	25,576,045,117
Tax Rate		$0.21994	$0.21994	$0.05000	$0.04912		
Assessment:							
Maintenance and Operation -	$0.16363	$14,978,911.72	$17,333,766.02	$1,441,042.19	$1,183,487.19	$34,937,207.12	$30,308,925
Bond Sinking Fund -	$0.05631	$5,154,575.36	$5,964,932.89			$11,119,508.25	$10,799,628
Moore County							$1,431,956
Hereford							$1,118,523
Total Assessment		$20,133,491	$23,298,699	$1,441,042	$1,183,487	$46,056,715	$43,659,032
Deposits of Current Taxes		19,615,118.75	22,985,069.23	$1,409,285	1,140,321.46	45,149,794.92	$42,994,794
Current Collection Rate		97.43%	98.65%	97.80%	96.35%	98.03%	98.48%
Deposits of Delinquent Taxes		$259,750	$127,163	16,220.98	$12,143	$415,277	$397,262
Penalties & Interest		$198,050	$100,452	11,854.65	$14,464	$324,820	$394,812
					total collected	$45,889,892	$43,786,868

	Budgeted Collections	Budget rate		Budget rate
Budgeted - Bonds	$11,544,759	103.82%	$11,827,028	109.51%
Budgeted - Maintenance and Operation	$33,313,530	103.10%	$29,853,716	98.50%
Budgeted - Moore County	$1,384,308	96.06%	$1,404,355	98.07%
Budgeted - Deaf Smith County	$1,124,088	94.98%	$1,099,216	98.27%
Total Budget	$47,366,685	102.84%	$44,184,315	101.20%
Total Collected - Current + Delinquent + Penalty/Interest	$45,889,892	-	$43,786,868	
Over (Under) Budget	($1,476,793)		($397,447)	

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

Statement of Nondiscrimination

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

Definitions

Employee

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

Discrimination

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

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

Sexual Harassment

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

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

Sexual Violence

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

Dating Violence

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

Domestic Violence

"Domestic violence" means violence committed by:

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

Stalking

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

For the purposes of this definition:

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

Examples

Examples of sexual harassment of an employee may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; sexual assault as defined by law; offensive or derogatory language directed at another person's gender identity; and other sexually motivated conduct, communication, or contact.

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

Prohibited Conduct

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

Complainant

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

Respondent

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

Confidential Employee

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

Reporting Procedures

Reporting by Alleged Victim

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

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

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

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

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

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

Reporting by Other Employees

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

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

Exceptions

Disclosure at Event

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

Employee Subject to Confidentiality Rules

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

Peace Officer

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

Prior Report

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

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The College District designates the following person~~s~~ 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:	~~Tammy Coats, Director of Human Resources~~Dr. Mychal Coleman, Vice President of Human Resources
Address:	~~Washington Street Campus, Student Services Center, Room 262~~Student Life Conference Center, Room 269
Telephone:	(~~806) 371-5042~~(806) 371-5044
Email:	Title IX Coordinator email[1]
Webpage:	Title IX/Sexual Misconduct webpage[2]

~~Deputy Title IX Coordinator:~~	~~Denese Skinner, Vice President of Student Affairs~~
~~Address:~~	~~Washington Street Campus, Student Services Center, Room 228C~~
~~Telephone:~~	~~(806) 371-5252~~
~~Email:~~	~~Title IX Coordinator email~~[3]

Responsible Employees

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

Timely Reporting

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

Consolidate Reports

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

Advisor

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

Conflict of Interest Prohibited

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

Training

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

Days

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

Extension of Timelines

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

Investigation of the Report

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

Initial Assessment

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

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

Request Not to Investigate

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

The College District shall promptly notify the complainant of the decision regarding whether it will conduct the investigation. If the

College District decides not to investigate the allegations, the College District shall take reasonable steps to protect the health and safety of the College District community.

Formal Complaint

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

Notice to Parties

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

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

Informal Resolution

The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution of a formal complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within 10 days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process.

Formal Resolution

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

Supportive Measures

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

College District Investigation

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

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

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

At least 10 days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.

Concluding the Investigation

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

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

Notification of the Report

The Title IX coordinator shall provide the investigation report, within the extent permitted by law, to the complainant and the respondent promptly following receipt. The parties shall be given 10 days to respond to the report.

College District Action

The Title IX coordinator shall submit the investigation report to the vice president of enrollment management promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.

The vice president of enrollment management or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed 10 days. The hearing shall be conducted in accordance with law and College District procedures.

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

Disciplinary or Corrective Action

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

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

Examples of disciplinary or corrective action may include:

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

Exception

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

Improper Conduct

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

Dismissal of Complaint

Mandatory Dismissal

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

Permissive Dismissal

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

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

Notice of Dismissal

Upon dismissal of a complaint, the Title IX coordinator or the vice president of enrollment management 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 FFDA, as appropriate.

Examples

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

Failure to Report and False Claims

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

Appeal

Discipline or Corrective Action

Employees

Suspension Without Pay or Termination of Contract Employees

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

Other Action

If the vice president of enrollment management or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the vice president of enrollment management or designee shall inform the employee that the employee may appeal the determination within 10 days in accordance with DGBA beginning at Level Three.

Students

Suspension

If the vice president of enrollment management or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A conference shall be scheduled within 10 days of the notice of determination in accordance with FMA, beginning at Appeal to College District Administration.

Expulsion

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

Other Action

If the vice president of enrollment management or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the vice president of enrollment management or designee shall inform the student that the student may appeal the determination within 10 days in accordance with FMA, beginning at Appeal to College District Administration.

Other Appeals

All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level.

[See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]

Complaints Filed with State or Federal Agencies

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

Records Retention

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

Access to Policy, Procedures, and Related Materials

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

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[1] Title IX Coordinator email: mailto:titleIX@actx.edu
[2] Title IX/Sexual Misconduct webpage: https://www.actx.edu/hr/title-ixtitle-ix
~~[3] Title IX Coordinator email: mailto:titleIX@actx.edu~~

Note: This policy addresses complaints of discrimination, harassment, and retaliation based on race, color, national origin, religion, age, or disability targeting employees. For legally referenced material relating to this subject matter, see DAA(LEGAL). For discrimination, harassment, and retaliation of students based on race, color, national origin, religion, age, or disability, see FFDB.

Statement of Nondiscrimination

The College District prohibits discrimination, including harassment, against any employee on the basis of race, color, national origin, religion, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, national origin, religion, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

Harassment

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other stereotypes; or other types of aggressive conduct such as theft or damage to property.

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Reporting Procedures

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

Alternatively, the employee may report the alleged acts to one of the College District officials below.

For the purposes of this policy, College District officials are the ADA/Section 504 coordinator and the College President.

Definition of College District Officials

ADA / Section 504 Coordinator

The College District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name:	~~Denese Skinner~~Elizabeth Hampton
Position:	~~Vice President of Student Affairs~~Employee Experience Coordinator Human Resources
Address:	Washington Street Campus, ~~Student Services Center, Room 228C~~Student Life Conference Center, Room 265
Telephone:	~~(806) 371-5252~~(806) 371-5003

Other Anti-discrimination Laws

The College President or designee shall serve as coordinator for purposes of College District compliance with all other antidiscrimination laws.

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the ADA/Section 504 coordinator, may be directed to the College President or designee.

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

Timely Reporting

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

Notice of Report

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

Investigation of the Report

The College District may request, but shall not insist upon, a written report. If a report is made orally, the College District official shall reduce the report to written form.

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

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

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

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

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within 10 College District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the College District official overseeing the investigation.

College District Action

If the results of an investigation indicate that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

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

Confidentiality

To the greatest extent possible, the College District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Retaliation

The College District prohibits retaliation against an employee alleged to have experienced prohibited conduct or another employee or a student who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation or proceeding 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 FFDB, as appropriate.

Examples

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

False Claims

An employee or student who intentionally makes a false claim or offers a false statement regarding prohibited conduct shall be subject to appropriate disciplinary action in accordance with law.

Appeal

A party who is dissatisfied with the outcome of the investigation may appeal 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]

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

Records Retention

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

Access to Policy, Procedures, and Related Materials

Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed annually to College District employees and students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials shall also be prominently published on the College District's website, 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 an employee who makes a report.

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.

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.

Dating Violence

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

Domestic Violence

“Domestic violence” means violence committed by:

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

Stalking

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

For the purposes of this definition:

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

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; rape; sexual assault as defined by law; sexual battery;

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

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

Gender-Based Harassment

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

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

Examples

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

Prohibited Conduct

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

Complainant

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

Respondent

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

Confidential Employee

A “confidential employee” is a person who holds a professional license requiring confidentiality, such as a counselor or medical provider, who is supervised by such a person, or a person who is a 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, or another employee. A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation. 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 must also be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Exceptions

Disclosure at Event

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

Employee Subject to Confidentiality Rules

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

Peace Officer

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

Prior Report

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

Title IX Coordinator

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

~~Deputy~~ Title IX Coordinator:	~~Denese Skinner~~ Dr. Mychal Coleman
Address:	Washington Street Campus, ~~Student Services Center, Room 228C~~Student Life Conference Center, Room 269
Telephone:	~~(806) 371-5252~~(806) 371-5044
Email:	Title IX Coordinator email[1]
Webpage:	Title IX/Sexual Misconduct webpage[2]

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

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

Request Not to Investigate

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

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

Formal Complaint

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

Notice to Parties

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

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

Informal Resolution

The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution 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 10 days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process. This process is not available in situations where an employee is alleged to have sexually harassed a student.

Formal Resolution

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

Supportive Measures

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to address prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive measures include academic accommodations, such as extensions of deadlines or other course-related adjustments and modifications of class schedules; housing and dining modifications; temporary removal from an education program or activity in accordance with law; counseling; health services; campus escort services; mutual restrictions on contact between the parties; and increased security and monitoring of certain areas of the campus.

College District Investigation

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

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

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

At least 10 days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.

Criminal or Regulatory Investigation

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

Concluding the Investigation

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

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 10 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 student conduct officer promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.

The student conduct officer or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed 10 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 student conduct officer 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 student conduct officer 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 student conduct officer or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.

Disciplinary or Corrective Action

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

Dismissal of Complaint

Mandatory Dismissal

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

Permissive Dismissal

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

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

Notice of Dismissal

Upon dismissal of a complaint, the Title IX coordinator or the student conduct officer or designee shall provide the parties written notice of the dismissal.

Confidentiality

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

Retaliation

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

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

Examples

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

Failure to Report and False Claims

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

Appeal

Discipline or Corrective Action

Students

Suspension

If the student conduct officer or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A conference shall be scheduled within 10 days of the notice of determination in accordance with FMA, beginning at Appeal to College District Administration.

Expulsion

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

Other Action

If the student conduct officer or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the student conduct officer or designee shall inform the student that the student may appeal the determination within 10 days in accordance with FMA, beginning at Appeal to College District Administration.

Employee

Suspension Without Pay or Termination of Contract Employees

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

Other Action

If the student conduct officer or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the student conduct officer or designee shall inform the employee that the employee may appeal the determination within 10 days in accordance with DGBA, beginning at Level Three.

Other Appeals

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

Complaints Filed with OCR

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

Records Retention

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

Access to Policy, Procedures, and Related Materials

Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to applicants for admission and employment and annually to College District employees, students, and parents or guardians of dual credit students in compliance with law and in a manner calculated 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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[1] Title IX Coordinator email: mailto:titleIX@actx.edu
[2] Title IX/Sexual Misconduct webpage: https://www.actx.edu/hr/title-ix

Note: This policy addresses complaints of discrimination, harassment, and retaliation based on race, color, national origin, religion, age, or disability targeting students. For legally referenced material relating to this subject matter, see FA(LEGAL). For discrimination, harassment, and retaliation targeting employees based on race, color, national origin, religion, age, or disability, see DIAB.

Statement of Nondiscrimination

The College District prohibits discrimination, including harassment, against any student on the basis of race, color, national origin, disability, religion, age, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy and is prohibited.

Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, national origin, disability, religion, age, or on any other basis prohibited by law, that adversely affects the student.

Prohibited Harassment

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, national origin, disability, age, or any other basis prohibited by law that 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.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; 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, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Reporting Procedures

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a responsible employee.

Employee Report

Any College District employee who suspects and any responsible employee who receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate College District official listed in this policy and shall take any other steps required by this policy.

Exceptions

A person who holds a professional license requiring confidentiality, such as a counselor, or who is supervised by such a person shall not be required to disclose a report of prohibited conduct without the student's consent.

A person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source shall not be required to disclose information regarding an incident of prohibited conduct that constitutes personally identifiable information about a student or other information that would indicate the student's identity without the student's consent, unless the person is disclosing information as required for inclusion in the College District's annual security report under the Clery Act. [See GCC]

Responsible Employee

For purposes of this policy, a "responsible employee" is an employee:

1. Who has the authority to remedy prohibited conduct.
2. Who has been given the duty of reporting incidents of prohibited conduct.
3. Whom a student reasonably believes has the authority to remedy prohibited conduct or has been given the duty of reporting incidents of prohibited conduct.

The College District designates the following persons as responsible employees: any instructor, any administrator, or any College District official defined below.

Definition of College District Officials

For the purposes of this policy, College District officials are the ADA/Section 504 coordinator and the College President.

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The College District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name:	~~Denese Skinner~~ Elizabeth Hampton
Position:	~~Vice President of Student Affairs~~Employee Experience Coordinator Human Resources
Address:	Washington Street Campus, ~~Student Services Center, Room 228C~~Student Life Conference Center, Room 265
Telephone:	~~(806) 371-5252~~(806) 371-5003

Other Anti-discrimination Laws

The College President or designee shall serve as coordinator for purposes of College District compliance with all other antidiscrimination laws.

Alternative Reporting Procedures

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the ADA/Section 504 coordinator, may be directed to the College President.

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

Timely Reporting

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

Investigation of the Report

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

Initial Assessment

Upon receipt or notice of a report, the College District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official shall immediately authorize or undertake an investigation, except as provided below at Criminal Investigation.

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

Interim Action

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the College District shall promptly take interim action calculated to address prohibited conduct prior to the completion of the College District's investigation.

College District Investigation

The investigation may be conducted by the College District official or a designee or by a third party designated by the College District, such as an attorney. The investigator shall have received appropriate training regarding the issues related to the complaint and the relevant College District's policy and procedures.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Criminal Investigation

If a law enforcement or regulatory agency notifies the College District that a criminal or regulatory investigation has been initiated, the College District shall confer with the agency to determine if the College District's investigation would impede the criminal or regulatory investigation. The College District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has completed gathering its evidence, the College District shall promptly resume its investigation.

Concluding the Investigation

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the College District to delay its investigation, the investigation should be completed within 10 College District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the College District official overseeing the investigation.

Notification of the Outcome

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

College District Action

Prohibited Conduct

If the results of an investigation indicate that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct, in accordance with College District policy and procedures [see FM and FMA].

Corrective Action

Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the College District community, counseling for the victim and the student who engaged in prohibited conduct, 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, and reaffirming the College District's policy against discrimination and harassment.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct, the College District may take disciplinary action in accordance with College District policy and procedures or other corrective action reasonably calculated to address the conduct.

Confidentiality

To the greatest extent possible, the College District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Retaliation

The College District prohibits retaliation by a student or College District employee against a student alleged to have experienced prohibited conduct or another student or an employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation or proceeding 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 DIAB, as appropriate.

Examples

Examples of retaliation may include threats, intimidation, coercion, 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 or offers a false statement regarding prohibited conduct shall be subject to appropriate disciplinary action in accordance with law.

Appeal

A party who is dissatisfied with the outcome of the investigation may appeal 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] A party shall be informed of his or her right to file a complaint with the U.S. Department of Education Office for Civil Rights.

Records Retention

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

Access to Policy, Procedures, and Related Materials

Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed annually to College District employees and students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials shall also be prominently published on the College District's website, 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.

Texas Commission on Environmental Quality

CONTRACT SIGNATURE PAGE

Contract Name:	Computer Based Testing Agreement
Contract Number:	582-27-00201
Performing Party:	Amarillo College
Performing Party Identification Number:	39529529529
Maximum Authorized Reimbursement:	**$0.00**

Effective Date: ☒ 09/01/2026 ☐ The later of the date of latest signature below

Expiration Date: ☒ 08/31/2029 ☐ Last day of Fiscal Year in which the Contract was effective

☐ If checked, this Contract requires matching funds. Match Requirement:

☐ If checked, this Contract is funded with federal funds.

Assistance Listing Number: Not Applicable
Federal Grant Number: Not Applicable

This Contract is entered under: ☐ Gov't Code ch. 771 (Interagency) ☒ Gov't Code ch. 791 (Interlocal) ☐ Water Code § 5.229 (Intergovernmental) ☐ Water Code § 5.124 (Grant)

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a state agency, state institution of higher education, or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Grant Management Standards (TxGMS) and this Contract.

Texas Commission on Environmental Quality (TCEQ)	**Amarillo College (Performing Party)**
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date
Procurements & Contracts Representative	
Aaron Stoke – CTCM/ CTCD Printed Name	
Date	

CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract documents listed on this page and any Contract documents added through amendments. In the event of a conflict of terms, conditions, or requirements, the Contract documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. The Contract documents, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules and regulations.

- Contract Signature Page
- Contract Documents List (this page)
- Special Terms and Conditions
- Scope of Work
- General Terms and Conditions
- Cost Budget
- Notices, Project Representatives, and Records Locations
- Attachment A- Release of Claims

SPECIAL TERMS AND CONDITIONS

1. These conditions add to, or in the case of conflicts, supersede and take precedence, as set forth in the Contract Documents List.

2. Under the terms of this Contract, the Performing Party is not entitled to invoice TCEQ for any service, as this is a zero-dollar contract. The Performing Party will be providing a test proctoring service.

3. The Performing Party will charge fees to the test applicants which are consistent with similar web-based tests administered by the Performing Party and are reasonable within the Texas marketplace. Upon request, the Performing Party shall provide documentation of the fees charged to the test applicants and for similar web-based tests administered by the Performing Party.

4. The Performing Party will apply its policy on cheating to test takers under the Scope of Work (SOW), where applicable. The Performing Party must determine whether a separate policy on cheating by test takers is necessary under this Contract specifically. If so, the Performing Party and TCEQ may collaborate on the policy so that the resulting policy is consistent with other contract-specific policies on cheating under other TCEQ interagency and interlocal contracts for the SOW. The User Guide for Computer-Based Testing Centers and Proctors (CBT User Guide) will provide additional detail regarding policies and requirements relating to cheating.

5. During the Contract, TCEQ may update the CBT User Guide and the Performing Party must comply with the most current CBT User Guide. TCEQ will email the updated CBT User Guide to the Performing Party Representative for Contractual Matters and the designated Test Manager (Test Center Manager).

6. This Contract has no agreement regarding the number of potential occupational licensees that will participate, or which specific test center site or sites potential occupational licensees will choose to use.

7. In order to protect the integrity of the exams proctored by the Performing Party and to avoid conflicts of interest, the Performing Party agrees that all personnel involved in providing TCEQ-approved core training classes, including any Training Administrators, Instructors and Test Managers, will not be proctors for the exams proctored under this Contract and will not have access to the exams.

8. The Performing Party is responsible for the safety and security of the testing center.

9. Additional testing sites may be added to this Contract. The Performing Party must have the authority to legally contract for the entity providing the additional site and there must be one Performing Party Representative for Contractual Matters (Performing Party Contract Manager) for the Contract. The Performing Party shall provide a written request, to TCEQ, to add the site. The request must include the site (including address) and the name, title, street address, city, state, ZIP code, telephone number, and email address of the Performing Party Representative for Technical Matters and Test Manager for the site. TCEQ will determine whether the additional location is acceptable and provide a written response approving or disapproving the new site.

10. The following provision replaces Subarticle 4.7 in the General Terms and Conditions:

    Release of Claims. The Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ under this Contract. The Release of Claims must be returned within thirty (30) days of expiration of the Contract.

11. Subarticle 6.10 of the General Terms and Conditions is not applicable to this Contract.

12. The following replaces the entire Article 10. Intellectual Property:

    The Performing Party shall comply with all laws and regulations relating to intellectual property. The Performing Party represents and warrants to the TCEQ that in performing activities under this Contract, it will not infringe on any intellectual property rights of any third party, including that in the course of performing the Contract activities it will not use or possess any intellectual property owned by a third party without obtaining a license and paying any required fees (including royalty or patent fees). If requested by TCEQ, the Performing Party shall obtain and furnish to TCEQ documentation substantiating its legal right to use the intellectual property.

13. The following provision replaces Subarticle 12.2 in the General Terms and Conditions:

    Termination for Convenience. TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Based on the fact that this Contract is for $0 and therefore neither party has a monetary obligation to the other party, TCEQ and the Performing Party agree that neither party may pursue costs or damages against the other party if the Contract is terminated for convenience, unless the costs or damages are required by law to be paid. The costs or damages that will not be pursued include, but are not limited to, costs for work not performed, loss of anticipated profits or revenue, and consequential damages or other economic loss arising out of or resulting from the termination.

14. The following language is added at the end of Subarticle 17.5.1 of the General Terms and Conditions:

    Any personal identifying information of a person who submits information to TCEQ or its contractors for the purpose of obtaining an occupational license is hereby identified as confidential. Personal identifying information for this purpose is defined by Texas Government Code Section 2062.001(2). Performing Party will comply with the requirement in Texas Government Code Section 2062.003.

SCOPE OF WORK

I. INTRODUCTION

The TCEQ has developed a computer-based testing (CBT) program for occupational licensing programs administered by the agency with a test center/proctor to provide the testing. This is a zero-dollar contract for TCEQ and the Performing Party.

This agreement is for the Performing Party, as a test center and proctor service, to administer computer-based testing to potential occupational licensees. The Performing Party will sign into TCEQ State of Texas Environmental Electronic Reporting System (STEERS) via the internet using a web browser on each Personal Computer (PC). In the first sign-in from a particular PC, the user may be prompted to install Java Runtime Components, after which the CBT application will automatically start. At that time, the applicant will enter their unique authorization identification number to log in and verify eligibility. It will not be necessary to download any testing software to the PC.

Individuals taking a CBT will schedule their test with the Performing Party and will pay them a fee for administering the web-based test. The fee schedule for testing shall be posted on their website.

II. MINIMUM QUALIFICATIONS

2.1 One individual employed by the Performing Party must be accountable and responsible for the appropriate administration of the testing program. For the purpose of this contract, this individual will be designated as the "Test Manager".

2.2 The Test Manager will be the administrator of record with the TCEQ, designated as the primary contact for TCEQ test administration, and will initially complete the STEERS participation agreement in accordance with the User Guide for Computer-Based Testing Centers and Proctors (CBT user guide) instructions.

2.3 The Test Manager will provide training for all testing personnel to include all aspects of test administration.

2.4 The Test Manager will avoid conflicts of interest or the appearance of one when assigning staff to proctor specific TCEQ examinations.

III. MINIMUM SYSTEM REQUIRMENTS

3.1 PCs used for CBT must have Internet connection and the most current version of the Google Chrome, Microsoft Edge, or Firefox browser to allow access and login to the CBT application.

3.2 Allow the CBT application to use a secure web site: Hypertext Transfer Protocol over Secure Socket Layer (https).

3.3 Java Runtime is required on each PC used for CBT (JRE, free software, Sun MicroSystems).

3.4 Lockdown the desktop after login by the applicant but before testing begins (where applicant cannot access web browser, e-mail, other desktop applications, printer, etc. during the test).

3.5 Minimum 15" monitor; 1920 X 1080 pixels resolution.

3.6 Minimum DSL or cable modem connection.

3.7 Minimum 4 gigabytes of RAM (memory) in each PC.

3.8 Data will not be stored on the local PC memory and it will not be necessary to download special testing software.

IV. SPECIFICATIONS AND STANDARDS FOR PERFORMANCE

4.1 The Performing Party shall provide a testing environment and equipment that are accessible to individuals with disabilities in compliance with the Americans with Disabilities Act (ADA).

4.2 The Performing Party shall schedule applicants for CBT via web site, e-mail, and/or telephone.

4.3 The Performing Party shall offer a CBT schedule Monday through Friday 8 am - 5 pm. Offering the CBT during extended business hours, weekends and holidays is encouraged, however the TCEQ can only provide minimal IT support outside of regular business hours Monday through Friday.

4.4 Fees charged for CBT administration must be clearly defined and published and are subject to the Special Terms and Conditions.

4.5 The Performing Party shall provide a dedicated computer testing area with separate testing stations.

4.6 The Performing Party shall provide a separate area for candidate check-in and storage for personal, prohibited belongings.

4.7 The Performing Party shall allow TCEQ access to the facility for on-site visits and/or audits by TCEQ Licensing staff.

4.8 The Performing Party shall comply with the CBT user guide.

V. ADMINISTRATION

5.1 The Performing Party shall verify the individual's identity by comparing a non-expired, government-issued photo ID (such as, Driver's License, Identification Card, Passport) to the individual requesting the CBT.

5.2 The Performing Party shall prohibit personal belongings in the testing area, such as purses, backpacks, briefcases, books, papers, programmable calculators, smart watches, Meta glasses or similar, personal digital assistant (PDA), cell phones, or any handheld electronic or photographic devices unless specifically required for the test. The parties agree that for the integrity of testing, and consistency in testing between statewide centers, it is important for the Performing Party to be diligent in prohibiting personal items.

5.3 Exceptions to personal belongings currently include:

5.3.1 Municipal Solid Waste exam applicants are allowed to use training manuals and notes (open book exam).

5.4 The parties agree that additional exceptions may be made by written policy with the consent of TCEQ.

5.5 Non-programmable calculators, pencils and blank scratch paper are allowed. Scratch paper must be collected before the applicant leaves the facility; scratch paper can be destroyed/recycled by the proctor.

5.6 Monitor candidates throughout the exam and have an unobstructed view of test candidates while testing.

5.7 Prohibit any duplication or copying of the exam questions by any person.

5.8 In accordance with the Standard Operating Procedures, which is part of the CBT user guide, provide assistance and allow applicants to contact the TCEQ when needed, such as after unsuccessful login attempts.

5.9 Keep informed of when STEERS will be offline for routine maintenance, at which time the CBT application will not be available. This information is available from the STEERS login page.

5.10 The Performing Party shall notify TCEQ of errors in data transmission or server/network errors within 12 hours of each occurrence in accordance with the Standard Operating Procedures.

5.11 The Performing Party shall notify TCEQ of applicants suspected of/or caught cheating, including using unauthorized materials, within 12 hours of each occurrence and provide any video or photographic evidence, when requested.

GENERAL TERMS AND CONDITIONS

Revised February 17, 2026

1. CONTRACT PERIOD

1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31st of the same State of Texas Fiscal Year in which the Contract is signed.

1.2. **Written Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.

1.2.1. **Material Changes.** Material changes to the Contract require a written amendment signed by both parties. These amendments take effect when signed by the Performing Party and TCEQ, unless otherwise designated in the amendment. Material changes include the following:

1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;

1.2.1.2. Changes to the Contract's Expiration Date;

1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and

1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.

1.2.2. **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.

1.2.3. **Minor Changes.** The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders (including Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change. A copy of the agreed change shall be retained in the appropriate file by both the Performing Party and TCEQ.

1.2.3.1. Minor, non-material changes include:

1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;

1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order.

1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially change the obligations of the Parties relative to those tasks/activities;

1.2.4. It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

2.1. **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

2.2. **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement, as amended.

2.2.1. **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds, including appropriation by the Texas Legislature, for the purposes of this Contract or the respective claim, suit or obligation, as applicable. This Contract is contingent on the continuing appropriation of funds, and funds may be limited by the term of each state biennium. Performing Party agrees that if the funds appropriated to the Agency for this grant program are required to be reallocated to fund other federal or state programs or purposes, TCEQ is not liable to pay any remaining balance on this grant. This Contract shall not be construed to create debt against the State of Texas. Performing Party will ensure that this article is included in any subcontract it awards.

2.2.2. **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is not obligated to extend deadlines to match the maximum period of the funding.

2.3. **Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act, nor by Texas Government Code Chapter 2273 *Prohibited Transactions.*

3. ALLOWABLE COSTS

3.1. **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable allowable costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.

3.2. **TxGMS.** Allowable costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The parties agree that all the requirements of TxGMS apply to this Contract, including the criteria for allowable costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. **REIMBURSEMENT**

4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its allowable costs incurred in performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ. The invoice must include the Financial Status Report, or if specifically allowed in the Contract, substitute form(s).

4.2. **Personnel Eligibility List (PEL).** If TCEQ will be reimbursing salary or wages, Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract. The Performing Party must submit an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.

4.3. **Level-of-Effort Reporting.** Performing Party must submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on a percentage of the employee's time performing contract activities. These records must meet the Standards for Documentation of Personnel Expenses in TxGMS or Title 2 Code of Federal Relations (CFR), Section 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.

If TCEQ determines that the records do not comply with the requirements of TxGMS or 2 CFR § 200.430, the Performing Party will work with TCEQ to bring the level of record keeping into compliance. TCEQ may require the Performing Party to complete the attached Level-of Effort Certification (LEC) form. If required, the LEC form must be completed and submitted with each invoice.

4.4. **Timesheets.** The Performing Party must retain records of timesheets supporting reimbursement requests for nonexempt employees, which are maintained as part of Performing Party's timekeeping system. Timesheets are not required to be submitted with each request for reimbursement; however, the Performing Party must make timesheets available upon request by TCEQ, as necessary for TCEQ to perform its monitoring requirements and audit purposes.

4.5. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.

4.6. **No Interest for Delayed Payment.** Since the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable for any late payments.

4.7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.

4.8. **State Agencies/Institutions of Higher Education.** If the Performing Party is a state agency or institution of higher education (IHE), payments must be made via interagency transaction voucher (ITV). Please provide a Recurring Transaction Index (RTI) number on the face of the invoice. If a state agency or IHE Performing Party wishes for payment to be made by a method other than ITV, it must make arrangements with TCEQ that are acceptable to the Texas Comptroller of Public Accounts and TCEQ.

5. **RECORDS, ACCESS, AND AUDITS**

5.1. **Records.** Performing Party shall maintain and retain all records relating to the performance of this Contract including supporting fiscal documents adequate to ensure that claims for funds are in accordance with acceptable State of Texas requirements. Records include books; documents, including electronic mail and documents; information provided by TCEQ; and other evidence reasonably pertinent to Performing Party's performance of the Contract. These records will be maintained and retained by the Performing Party for a period of four (4) years after the Contract Expiration Date or until all audit, claim, and litigation matters are resolved, whichever is later. The Performing Party must include the substance of this clause in all subawards and subcontracts.

5.1.1. The Performing Party must maintain financial records for costs under the Scope of Work in accordance with generally accepted accounting practices.

5.1.2. Upon request by TCEQ or its authorized representative, Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit.

5.2. **Audit of Funds.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under this Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.

5.3. **Financial Audit or Program-specific Audit.** If the Performing Party expends more than $1,000,000 in state grant awards, including this Contract, during its fiscal year, the Performing Party must have an annual independent financial audit conducted or have a program-specific audit conducted, as allowed in TxGMS. All audits must be conducted in accordance with generally accepted government accounting standards (GAGAS) for governmental entities and generally accepted accounting standards (GAAS) for non-governmental entities. A federal single audit may be accepted by TCEQ if it is prepared in accordance with the Uniform Grant Guidance and addresses internal controls and other grant requirements applicable to this Contract's administrative requirements and grant activities. The Performing Party's audit reporting package must be provided to TCEQ as specified in TxGMS.

5.4. **Audit Findings.** Performing Party must immediately notify the TCEQ of any audit findings specifically related to this award and provide the TCEQ a copy of such findings within three (3) business days after issuance. By submitting an invoice, Financial Status Report, or other financial reporting documentation, Performing Party certifies that it did not receive audit findings specifically related to this award during the invoicing/reporting period, except for such audit findings Performing Party already provided notice of in accordance with this Article.

6. PERFORMING PARTY'S RESPONSIBILITIES

6.1. **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and performance.

6.2. **Identification and Flow Down Requirements.** Any subaward from this Contract by the Performing Party to a subrecipient must be clearly identified as a subaward. The Performing Party must flow down applicable Contract requirements to subrecipients and subcontractors.

6.3. **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.

6.4. **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party. Performing Party represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

6.5. **Performing Party's Responsibilities for Subrecipients.** Performing Party represents and warrants that it will monitor the activities of any subrecipients as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

6.6. **No Third-Party Beneficiary.** TCEQ does not exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers, or other persons or organizations with a contractual relationship with the Performing Party.

6.7. **Non-discrimination.** The Performing Party will comply with all state and federal statutes relating to non-discrimination. If the Performing Party is an employer under the Texas Labor Code, it must not discriminate on the basis of race, color, disability, religion, sex, national origin, age, or genetic information in its employment decisions.

6.8. **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control. Performing Party will notify TCEQ if it can no longer make this representation.

6.9. **COVID-19 Vaccine Passport Prohibition.** Under Texas Health and Safety Code Section 161.0085, Performing Party certifies that it is not ineligible to receive the Contract and will maintain this certification throughout the term of the Contract.

6.10. **Cybersecurity Training.**

6.10.1. "Access to TCEQ Computer System or Database" means having a TCEQ network user account or the authorization to maintain, modify, or allow access control to any TCEQ web page, TCEQ computer system, or TCEQ database.

6.10.2. Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program as required under Section 2063.104 of the Texas Government Code and certified by the Texas Cyber Command under Section 2063.102 of the Texas Government Code:

6.10.2.1. during the term of the Contract;

6.10.2.2. during any renewal period, even if the Performing Party representative has already taken the training during the current State of Texas Fiscal Year;

6.10.2.3. after a Work Order is issued, if the Performing Party representative has not completed the training during the current contract term or renewal period; and

6.10.2.4. annually if the contract continues beyond August 31st of the State of Texas Fiscal Year in which it was entered.

6.10.3. Timing.

6.10.3.1. Within seven (7) days after the effective date of the Contract or renewal or issuance of a Notice to Proceed/Commence (NTP/C) for any Work Order (includes the term Proposal for Grant Activities) or the final issuance of the Work Order if not NTP/C is required, the Performing Party shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the cybersecurity training requirements. Unless the Performing Party provides evidence to TCEQ that the Performing Party representative previously completed the required training as set forth below, the Performing Party representative must complete the training within seven (7) days after TCEQ provides access to the training and the Performing Party must provide evidence to TCEQ that the training was completed and retain the evidence itself.

6.10.3.2. For Contracts that have contract periods that continue beyond August 31st of the State of Texas Fiscal Year in which they are entered, by August 1st each year, the Performing Party must provide to the TCEQ Contract Manager a list of persons who must complete cybersecurity training during the upcoming State of Texas Fiscal Year. By September 30th, the Performing Party representative must complete the training and the Performing Party must provide evidence to TCEQ that the training was completed. Performing Party also must retain the evidence itself.

6.10.4. Prior Training. If a Performing Party representative has previously completed a Texas Cyber Command-certified cybersecurity training during the term of the Contract or the current renewal period, Performing Party shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract or a renewal, or as applicable, the issuance of a Notice to Proceed/Commence for any Work Order.

6.10.5. TCEQ will provide access to the cybersecurity training program. Performing Party is responsible for all other costs associated with its representatives completing the training, including time spent completing the training.

6.10.6. Performing Party must notify the TCEQ Contract Manager when any Performing Party representative with Access to a TCEQ Computer System or Database no longer needs such Access. In the case of an involuntary separation, the Performing Party must provide such notice immediately. In all other instances, the Performing Party must provide notice within two (2) business days of learning that a Performing Party representative will no longer need Access.

6.10.7. TCEQ may terminate the Contract for Cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.

6.10.8. TCEQ may terminate the Contract for Cause if a Performing Party representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual's TCEQ network user account.

6.11. **Prohibition on Limitation of Cybersecurity Incident Notification.** Any contract language in a cybersecurity insurance contract or goods and services contract is void and unenforceable if it prohibits or restricts TCEQ's compliance with, or otherwise circumvents the requirements of Section 2063.302 of the Texas Government Code, which outlines the requirements for cybersecurity incident notification for state agencies.

6.12. **Prohibited Technologies and Covered Applications.** Performing Party certifies that Prohibited Technologies and Covered Applications will not be used on any of Performing Party's or its employees', contractors', and subcontractors' devices including personally owned devices, if those devices are used to conduct state business, or access state-owned data or information systems. These devices include cell phones, tablets, desktop and laptop computers, and other internet-capable devices. "Prohibited Technologies" refers to software, applications, technologies, hardware, equipment, and the aforementioned devices made by the developers or manufacturers on the Prohibited Technologies list located on the Texas Department of Information Resources' website at: https://dir.texas.gov/information-security/prohibited-technologies. In addition to the DIR list, TCEQ in its sole discretion may designate additional prohibited technologies. "Covered Applications" refers to TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited, or other social media application or service identified by proclamation of the Governor under Texas Government Code Section 620.005.

6.13. **Firearm Suppressor Policy.** Performing Party certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Texas Government Code Section 2.102(a) in an action brought by the Attorney General under Texas Government Code Section 2.104. If Performing Party is currently being sued under Texas Government Code Section 2.104 or is sued under this section at any point during the duration of this Contract, Performing Party agrees to immediately disclose the lawsuit and its posture to TCEQ.

7. TIME AND FORCE MAJEURE

7.1. **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract. The Performing Party will submit timely, complete, and accurate deliverables in accordance with the Contract.

7.2. **Delays.** Where Performing Party's performance is delayed, except by force majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights. Termination for convenience may be effected even in case of Force Majeure or act of TCEQ.

7.3. **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

8. CONFLICT OF INTEREST

8.1. Performing Party represents and warrants that in the administration of the Contract, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code Chapter 176. If circumstances change during the course of the contract or grant, Performing Party shall promptly notify TCEQ.

Contractor (including Subcontractors) must perform the Work in an unbiased manner. A conflict of interest exists whenever an entity's or person's roles or interests may be in conflict, regardless of whether the conflict results in any actual detriment or deficiency in the entity or person's performance of its duties. Performing Party shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.

8.2. No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

9. DATA AND QUALITY

9.1. **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.

9.2. **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, or conditions, and ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

9.3. **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to Title 30 Texas Administrative Code (30 TAC) Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 TAC Section 25.6.

10. INTELLECTUAL PROPERTY

10.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.

10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify, or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. INSURANCE AND INDEMNIFICATION

11.1. **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance. Before any Performing Party contractor performs any work at a TCEQ facility, Performing Party shall provide TCEQ a Certificate of Insurance for the contractor's Workers Compensation and Employer's Liability Insurance.

11.2. **Indemnification.**

11.2.1. IF PERFORMING PARTY IS NOT A STATE AGENCY OR LOCAL GOVERNMENT, THEN TO THE EXTENT ALLOWED BY LAW, THE

PERFORMING PARTY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TCEQ, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PERFORMING PARTY OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT.

11.2.2. TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS, OR DIRECTIVES.

11.2.3. ANY INDEMNIFICATION DEFENSE SHALL BE COORDINATED BY PERFORMING PARTY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PERFORMING PARTY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PERFORMING PARTY AND TCEQ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2.4. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE PERFORMING PARTY OR ITS CONTRACTORS TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TCEQ FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TCEQ OR ITS EMPLOYEES.

12. TERMINATION

12.1. **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.

12.2. **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages, or other economic loss arising out of or resulting from the termination.

12.3. If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

13.1. **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.

13.2. **Remedies Available to TCEQ.** In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:

13.2.1. Issue notice of nonconforming performance;

13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;

13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;

13.2.4. Suspend all or part of the contract activities or payments, or both, pending accepted revision of the nonconformity;

13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;

13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

13.3. **Opportunity to Cure.** The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible, under the circumstances.

13.4. **Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

13.5. The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under this Contract.

14. SOVEREIGN IMMUNITY

14.1. The parties agree that this Contract does not waive any immunity from suit or from liability to which the Performing Party or the State of Texas is entitled by law.

15. SURVIVAL OF OBLIGATIONS

15.1. Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

16. UNIFORM ASSURANCES

16.1. **Uniform Assurances.** Performing Party assures compliance with the following uniform assurances from TxGMS, as applicable to this Contract. Other assurances from TxGMS may be included elsewhere in this Contract.

16.1.1. Performing Party represents and warrants that it will include the following clause in the award documents for any subaward or subcontract funded by this Contract and will require any subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

16.1.2. If Performing Party is a local government, it represents and warrants its compliance with Texas Government Code Section 2063.103 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

16.1.3. Performing Party certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

16.1.4. Performing Party agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

16.1.5. Performing Party represents and warrants that it will comply with Texas Government Code Section 2252.906 relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

16.1.6. In accordance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency, Performing Party certifies that it is not (1) the executive head of the TCEQ, (2) a person who at any time during the four years before the date of the Contract was the executive head of the TCEQ, or (3) a person who employs a current or former executive head of the TCEQ affected by this section.

16.1.7. Performing Party acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- Sections 556.004, 556.005, and 556.006 of the Texas Government

Code; and

- Sections 2113.012 and 2113.101 of the Texas Government Code.

16.1.8. Performing Party represents and warrants that TCEQ's payments to Performing Party and Performing Party's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code Section 556.0055 which restricts lobbying expenditures.

16.1.9. If Performing Party is a governmental entity, it represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

16.1.10. Performing Party represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

16.1.11. If Performing Party is a local entity, Performing Party certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code Section 364.003. If Performing Party is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under this section at any point during the duration of this grant, Performing Party must immediately disclose the lawsuit and its current posture to the TCEQ.

16.1.12. Performing Party represents and warrants that it will comply with Texas Government Code Section 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

17. RELEASE OF RECORDS AND CONFIDENTIAL INFORMATION

17.1. **For Records in Possession of TCEQ.** Performing Party agrees that TCEQ shall have the discretion to determine whether records in its possession should be released or whether an exception should be pursued from the Office of the Attorney General of Texas (OAG). If TCEQ receives a Public Information Act (PIA) request related to the records that the Performing Party has submitted and marked confidential, TCEQ will inform Performing Party of the request in a timely manner sufficient to permit Performing Party to make an argument of confidentiality to the OAG.

17.2. **For Records in the Possession of an Entity to Which the PIA Applies.** This provision applies to a request for records that are in the possession of an entity to which the PIA applies. If Performing Party, a subrecipient, a contractor, or subcontractor receives a request for the records, it shall inform the TCEQ (and any awarding agency through whom funds from the TCEQ have passed) of the request in a timely manner with sufficient time to permit TCEQ to instruct the Performing Party to request (or require its subrecipient to request) an opinion from the OAG so that TCEQ may make an argument of confidentiality to the OAG.

17.3. **For Records in the Possession of an Entity to Which the PIA Does Not Apply.** This provision applies if the Performing Party or Performing Party's contractor or subcontractor or subrecipient receives a request for records in its possession but the entity is not subject to the PIA. The Performing Party shall require the entity in possession of the records to immediately transfer a copy of the request and all records that are responsive to the request up the contractual/grant chain (e.g., nonprofit subrecipient to Performing Party) until the request and records reach an entity that is subject to the PIA. The preceding provision regarding records in the possession of the Performing Party or a subrecipient will then apply.

17.4. Performing Party shall ensure that its subgrants and contracts/subcontracts include language to enforce these requirements.

17.5. **Confidential Information.**

17.5.1. **TCEQ's Confidential Information.** If TCEQ provides Performing Party information identified as confidential or proprietary, Performing Party has a duty to maintain its confidentiality and prevent unauthorized release, except as required under the PIA and by the processes set forth in the following provisions: *For Records in the Possession of an Entity to Which the PIA Applies* and *For Records in the Possession of an Entity to Which the PIA Does Not Apply* (detailed above). Performing Party is permitted to use, copy, and disclose confidential information to Performing Party employees, subrecipients, and contractors only as necessary to fulfill Performing Party's obligations.

17.5.2. **Performing Party's Confidential Information.** If Performing Party submits information to TCEQ that it believes is subject to a PIA exception and should not be released, it shall mark each page of such information with "CONFIDENTIAL; INFORM PERFORMING PARTY AND SEEK OAG OPINION PRIOR TO RELEASE" or a similar statement. TCEQ will handle requests for information marked confidential by the Performing Party as set forth in the provision above titled *For Records in Possession of TCEQ.* The following information is considered public information under Texas Government Code Section 552.1101(b) regardless of whether Performing Party identifies it is as being confidential:

- information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; or
- communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

Information specified in Texas Government Code Section 552.0222 as not being within an exception to disclosure is releasable regardless of whether Performing Party identifies it as being confidential.

17.6. Performing Party must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and sensitive information. Performing Party must be in compliance with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

18. MISCELLANEOUS

18.1. **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).

18.2. **Headings.** Any headings or subheadings contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.

18.3. **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.

18.4. **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, the period ends on the following day.

18.5. **State, Federal Law.** This Contract is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.

18.6. **Severability.** If any provision of this Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity, or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

18.7. **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.

18.8. **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.

18.9. **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic or the likenesses of TCEQ employees as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority. Except as otherwise specified in the Contract, the Performing Party shall acknowledge the financial support of the TCEQ in publications, websites, reports, media, and other documents developed for public distribution as a part of this Contract. For these materials, other than documents prepared exclusively for internal use within the TCEQ, the Performing Party shall use the following statement:

PREPARED IN COOPERATION WITH THE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

The preparation of this [report/website] was financed [in part, if appropriate] through funding from the Texas Commission on Environmental Quality.

The content, findings, opinions, and conclusions are the work of the author(s) and do not necessarily represent findings, opinions, or conclusions of the TCEQ.

18.10. **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming contract activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

18.11. **Compliance with Laws.** TCEQ relies on Performing Party to perform all contract activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

18.12. **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.

18.13. **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in Title 1 Texas Administrative Code Section 206.50 and Chapter 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

Cost Budget

1. **Budget.** Authorized budgeted expenditures for work performed are as follows:

   a. **Direct Costs**

Budget Category	**Cost for Work to be Performed**
Salary / Wages	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Supplies	$0.00
Equipment	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Total Direct Costs	$0.00

   b. **Indirect Costs**

Distribution Base Amount *(identify Base type below)*	$
Indirect Cost Rate for Reimbursement	%
Total Indirect Costs	$

   c. **Maximum Authorized Reimbursement**

Maximum Authorized Reimbursement (Direct and Indirect Costs)	$

2. **Indirect Cost Distribution Base.** The Distribution Base above is (check one):

☐ direct salary/wages and fringe benefits

☐ modified total direct costs

☐ other direct cost Base

If other direct cost Base, identify:

The indirect cost rate is (check one):

☐ **Predetermined Rate**— an indirect rate that is negotiated between the Performing Party and its federal cognizant agency and supported by a current Negotiated Indirect Cost Rate Agreement (NICRA) letter. A Predetermined Rate is not subject to adjustment except as provided by 2 Code of Federal Regulations (CFR) § 200.411.

☐ **De Minimis Rate**— if Performing Party does not have a current negotiated indirect rate, Performing Party may use a standard rate of fifteen percent of Modified Total Direct Costs (MTDC) in lieu of determining the actual indirect costs of the service. Costs must be consistently charged as either indirect or direct costs.

☐ **Partial Reimbursement Rate**— a reimbursement rate agreed to between TCEQ and Performing Party that is less than the rate authorized under TxGMS or, where applicable, 2 CFR Part 200. Performing Party contributes all of its unreimbursed indirect costs to the successful performance of the project or projects funded under this Contract, in accordance with Article 9 of this section.

☐ **Other:**

3. **Other**. If Budget Category "Other" is greater than $25,000 or more than 10% of budget total, identify the main constituents:

4. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
5. **Budget Categories**. The Budget Categories above are representative of the items of cost found in TxGMS and 2 CFR Part 200, and have the definitions, requirements, and limitations found therein. Construction costs are not reimbursable without prior, specific written authorization from TCEQ.
6. **Budget Control**.
   a. **Cumulative transfers equal to or less than 10% of the Total Budget.** Performing Party may transfer amounts between the approved cost budget categories so long as cumulative transfers from cost budget categories during the Contract Period do not exceed ten percent (10%) of the total budget amount. Performing Party must timely submit a Budget Revision Request (BRR) Form reflecting the revised budget. Upon acknowledgement by TCEQ, the BRR will be incorporated into this Contract as though it is a document revised under General Term and Condition Section 1.2. The 10% limit does not reset with the approval of each BRR. It resets when an amendment is signed by the parties reflecting changes to the budget.

   b. **Cumulative transfers greater than 10% of the Total Budget.** TCEQ must **pre-approve in writing** all budget revisions that result in the cumulative transfer from cost budget categories of funds greater than 10% of the total budget during the Contract Period. The Performing Party must request to amend the Contract. A contract amendment is required **before** Performing Party incurs these costs.

   c. Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval in writing.

   d. If a transfer between approved cost budget categories results in a change in the total reimbursable indirect cost amount, the change in the reimbursable indirect cost amount is subject to the requirements of this Budget Control clause and must be documented in the BRR or an amendment, as applicable. The Performing Party may elect to reduce the reimbursable indirect cost amount below its total indirect costs to meet the requirements of this Budget Control clause.

7. **Invoice Submittal.** All invoices must be submitted in a format that clearly shows how the budget control requirement is being met. Unless otherwise stipulated in the Contract, invoices, including the Financial Status Report (or if allowed specifically in the Contract, substitute form(s)), must be submitted to the individual named in the Notices, Project Representatives and Records Location document at the following intervals.

   ☐ **Monthly** ☐ **Quarterly**

   Invoices shall be submitted within ☐ **30 days** ☐ **45 days** of the end of the interval checked above.

   Final invoices shall be submitted within N/A calendar days after completing the Scope of Work activities. TCEQ may unilaterally extend this deadline by e-mail.

8. **Supporting Records**. Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent. Performing Party shall maintain records subject to the terms of this Contract.

9. **Indirect Costs.** Performing Party's indirect costs will be reimbursed at the reimbursable rate entered above. If no reimbursable rate is shown above, indirect costs are not reimbursable under this Contract. The reimbursable rate must be less than or equal to the rate authorized under TxGMS or, where applicable, 2 CFR Part 200. To the extent that the reimbursable rate is lower than Performing Party's actual indirect costs, Performing Party is contributing its unreimbursed indirect costs to the successful performance of the project(s) funded under this Contract, and waives any right it may have to reimbursement of those costs. Performing Party must fund all unreimbursed indirect costs from sources that may be properly used to fund such unreimbursed costs (e.g., unrestricted funds). Performing Party must not charge unreimbursed indirect costs to a different state or federal grant without each grantor's written permission.

   a. If this Contract requires matching funds, Performing Party may, with written TCEQ approval (and federal awarding agency approval if the match is required by a federal grant), claim its unreimbursed indirect costs as part or all of its match.

NOTICES, PROJECT REPRESENTATIVES, AND RECORDS LOCATION

CONTRACT NO. 582-27-00201
CONTRACT NAME: Computer Based Testing Agreement

1. **Representatives**. The individual(s) named below are the representatives of TCEQ and Performing Party. They are authorized to give and receive communications and directions on behalf of the TCEQ and the Performing Party as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
2. **Changes in Information.** Either party may change its information in this Notices, Project Representatives, and Records Location document by providing email notice to the other party's representative for contractual matters. Performing Party should email the written notice to TCEQ at least 15 days prior to the change. Notification should be sent via email to licenses@tceq.texas.gov.
3. **TCEQ Representatives**

TCEQ CONTRACT MANAGER
(for Contractual Matters)

Section Manager

Occupational Licensing
Occupational Licensing & Registration Division

Texas Commission on Environmental Quality
P.O. Box 13087
MC-178
Austin, Texas 78711-3087
Telephone No. (512) 239-6301
Facsimile No. (512) 239-6272
Email: Licenses@tceq.texas.gov

TCEQ PROJECT MANAGER
(for Technical Matters)

Occupational Licensing

Occupational Licensing & Registration Division

Texas Commission on Environmental Quality
P.O. Box 13087
MC-178
Austin, Texas 78711-3087
Telephone No. (512) 239-6133, Option 3
Facsimile No. (512) 239-6272
Email: Licenses@tceq.texas.gov

4. **Performing Party Representatives.**

For Contractual Matters

Bob Austin

Vice President of Enrollment Management

2201 S. Washington St.
Amarillo, TX 79109
801-371-5000
rcaustin@actx.edu

For Technical Matters

Carlos Bargas

Field Support Technician II-Information Technology

2201 S. Washington St. SSC 235
Amarillo, TX 79109
806-371-5136
cbargas@actx.edu

Test Manager/Responsible party for calls received from TCEQ, except for contractual matters:

Erin Frey

Testing Services Coordinator

2201 S. Washington St. Enrollment Center STE 800
Amarillo, TX 79109
806-371-5445
Erin.frey@actx.edu

5. **Invoice Submittal**. Invoices must be submitted to the TCEQ Contract Manager, unless another recipient is identified below:

   ☐ TCEQ Project Manager / ☐ TCEQ Disbursements Section / ☒ Other: No payment is rendered under this agreement unless amended in accordance with the terms of the agreement.

6. **Designated Locations for Records Access and Review**. The Performing Party designates the physical locations indicated below for record access and review pursuant to any applicable provision of this Contract:

   Erin Frey- Amarillo College Testing Center
   2201 S. Washington St. Enrollment Center STE 800
   Amarillo, TX 79109

Attachment A:
Release of Claims

(Must be returned within thirty (30) days of expiration of the Contract)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Release of Claims

Amarillo College and its successors and assigns release, discharge, and relinquish the Texas Commission on Environmental Quality (TCEQ), its officers, agents, and employees from all claims, known or unknown, arising out of or relating to TCEQ Contract Number 582-27-00201. Performing Party releases any and all liens related to the Contract, and relinquishes any right it may have to place liens related to the Contract. Performing Party warrants that it has completed all activities described in the Contract.

Executed on this ____________ day of ______________________, 20______

____
(signature)

____
(name)

____
(title)

R E S O L U T I O N

WHEREAS, the Board of Regents of the Amarillo Junior College District finds it necessary for the college to establish a revolving line of credit as outlined below:

THEREFORE, BE IT RESOLVED that at a regular meeting of the Board of Regents of the Amarillo Junior College District held at Amarillo College on August 25, 2026 with a quorum present, that Jamelle Conner, President of Amarillo College, be authorized to establish a twelve-month line of credit to borrow an amount not to exceed $5,000,000, authorized by the passing of the following motion:

"I move that Amarillo College approve a line of credit with Amarillo National Bank not to exceed $5,000,000 and that the President be authorized to sign the loan documents."

AMARILLO JUNIOR COLLEGE DISTRICT

____

By: Jay Barrett
Chair, Board of Regents

ATTEST

____

By: Irene Hughes
Secretary, Board of Regents