

**PUBLIC NOTICE OF MEETING
AMARILLO COLLEGE BOARD OF REGENTS
AGENDA FOR REGULAR MEETING
October 27, 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, October 27, 2026, in Room 126, Moore County Campus, 1220 East 1ST Street, Dumas, Texas.

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:

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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, October 27, 2026

Mission:

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

The Regular Meeting of the Board of Regents of the Amarillo Junior College District will be held beginning at 6:00 PM on Tuesday, October 27, 2026, in the Moore County Campus, Dumas TX 79029, Room 126, 1220 East 1st Street, Dumas, TX 79029.

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. 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.

7. MINUTES

Minutes of the regular meeting of September 22, 2026 have been provided to the Regents.

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

8. CONSENT AGENDA

A. APPOINTMENTS

The Faculty appointments for approval by the Board are attached at page 6.

B. BUDGET AMENDMENTS

None to report.

C. ITEMS OVER \$50,000 — \$99,999 AND RENEWALS (\$1,470,079.02)

ANNUAL RENEWAL OF MAINTENANCE AND SUPPORT OF BROADCOM VMWARE CLOUD FOUNDATION

Subject: Consideration and approval of an annual renewal for maintenance and support of Broadcom VMWare Cloud Foundation from November 4, 2026, through November 3, 2027. This is an annual renewal for a system already embedded in college operations for current contract year 2 of 3 that will end November 3, 2028. Renewal is the most cost-effective option,

Agenda for the Amarillo College Board of Regents Regular Meeting on Tuesday, October 27, 2026

avoiding the higher costs and disruption in association with replacement.

Proposed Action: Approve the purchase of an annual renewal for maintenance and support of Broadcom VMWare Cloud Foundation software coverage.

Vendor: Insight Public Sector

Funding Source: Technology Replacement Equipment Contingency Fund

Amount: \$78,635.20

ANNUAL RENEWAL OF MAINTENANCE AND SUPPORT MICROSOFT SUBSCRIPTION

Subject: Consideration and approval of the annual renewal for maintenance and support of Microsoft Agreements with Windows Servers, SQL Servers, and M365 A3 Unified Educational Subscriptions for faculty, students, and staff from 11/1/2026 through 10/31/2027.

Proposed Action: Approve the annual renewal of maintenance and support for Microsoft Subscription.

Vendor: Insight Public Sector

Funding Source: Technology Replacement Equipment Contingency Fund

Amount: \$150,837.32

ANNUAL EXPENSE OF AUDIT SERVICES

Subject: Consideration and approval of funds to pay for annual services rendered in connection with the audit of financial statements for FY 2026.

Proposed Action: Approve the annual expense of audit services

Vendor: Whitley Penn, LLP

Funding Source: Audit Fees

Amount: \$115,000.00

ANNUAL CONTRIBUTION TO PBS

Subject: Consideration and approval of funds to pay for the estimated remaining 65% of dues for PBS for FY 26-27.

Proposed Action: Approve the annual funds to pay the annual dues

Vendor: Public Broadcasting Services

Funding Sources: Harrington DTV Bequest Funds

Amount: \$221,605.00

ANNUAL EXPENSE OF MAINTENANCE PROFESSIONAL

Subject: Consideration and approval of funds to pay for the annual purchase of maintenance professional.

Proposed Action: Approve the annual expense of maintenance professional

Vendor: Chem-Aqua

Funding Source: Building Maintenance Professional Services Budget

Amount: \$50,000.00

ANNUAL RENEWAL OF INSTRUCTION FOR DOT & DOE COURSES

Subject: Consideration and approval of funds to pay for the instructor fees for DOT and DOE courses taught for Safety and Environmental Tech classes from 9/26/26 through 9/25/27.

Proposed Action: Approve the annual renewal of funds for Regulatory Resources instruction

Agenda for the Amarillo College Board of Regents Regular Meeting on Tuesday, October 27, 2026

Vendor: Regulatory Resources, Inc.
Funding Source: NIEHS/PETE Grant
Amount: \$152,000.00

ANNUAL RENEWAL OF INSTRUCTION FOR ASBESTOS & OSHA COURSES

Subject: Consideration and approval of funds to pay for the instructor fees for Asbestos and OSHA courses taught for Safety and Environmental Tech classes from 9/26/26 through 9/25/27.

Proposed Action: Approve the annual renewal of funds for instruction

Vendor: Polanco Enterprises, Inc.
Funding Source: NIEHS/PETE Grant
Amount: \$55,000.00

PURCHASE OF OUTDOOR ADVERTISING BOARDS FOR ANNUAL CONTRACT PERIOD

Subject: Consideration and approval of funds to pay for outdoor advertising boards.

Proposed Action: Approve the funds for the advertising agreement period.

Vendor: Burkett Outdoor Advertising
Funding Source: Communications and Marketing Promotional Funds
Amount: \$97,800.00 (billed monthly at \$8,150.00 for the duration of the contract)

PURCHASE OF WATER AND DISPOSAL UTILITIES

Subject: Consideration and approval of funds to pay for city-wide Amarillo College campus locations and Hagy Childcare Center water and disposal utilities.

Proposed Action: Approve the water & disposal utility purchase for FY 2026-2027.

Vendor: City of Amarillo
Funding Source: Physical Plant Utilities Budget & Hagy Childcare Center Utilities Budget.
Amount: \$400,000.00

PURCHASE LVN STUDENT BOOK BUNDLES

Subject: Consideration and approval of the purchase of ATI student book bundles for the LVN Program for Fall 2026.

Proposed Action: Approval of the LVN book bundles.

Vendor: Assessment Technologies
Funding Source: LVN-Voc Nursing — student fees collected
Amount: \$55,835.50

PURCHASE ATI COMPLETE ADN & RN BOOK BUNDLES

Subject: Purchase of ATI Complete ADN, level 3 RN, and complete RN book bundle for nursing students.

Vendor: Assessment Technologies
Funding Source: Associate Degree Nursing — student fees collected
Amount: \$93,366.00

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

Agenda for the Amarillo College Board of Regents Regular Meeting on Tuesday, October 27, 2026

9. MOORE COUNTY CAMPUS UPDATE - Ms. Jill Williams

This item is placed on the agenda so that the Board of Regents may hear updates on the Moore County Campus.

This item is for discussion only, no action will be taken.

10. FINANCIAL REPORTS - Mr. Ramon Suarez

This item is placed on the agenda so that the board may review the financial statements for September 2026 as well as the Monthly Financial Report, which are attached.

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

11. CONSIDERATION OF EXTENSION OF COLLEGE BANK DEPOSITORY CONTRACT - Mr. Ramon Suarez

The current bank depository contract with Amarillo National Bank is for a one-year term, from January 1, 2026 through December 31, 2027. It is recommended that the current contract be extended for an additional one-year term beginning January 1, 2027. Section 45.205 of the Education Code states that a District and its depository bank may agree to extend their contract for two additional two-year terms and existing contracts can be extended for up to three additional two-year terms. A letter from Amarillo National Bank and the existing contract is attached.

After discussion, the Board may wish to approve the extension of the college bank depository contract.

12. TITLE IX ANNUAL REPORT - Ms. Denese Skinner

Under the Texas Education Code (TEC), Section 51.253(c), the institution's Chief Executive Officer is required to submit a report at least once during each fall or spring semester to the institution's governing body and post on the institution's internet website a report concerning the reports received by employees under the TEC, Section 51.252, concerning "sexual harassment," "sexual assault," "dating violence," or "stalking" as defined in the TEC, Section 51.251, and any disciplinary actions taken under TEC, Section 51.255.

This report is submitted to meet this requirement. No vote is requested.

13. APPROVAL OF MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF DUMAS, DUMAS POLICE DEPARTMENT, AMARILLO COLLEGE, AND AMARILLO COLLEGE POLICE DEPARTMENT — Mr. Mark White

This item is placed on the agenda in order for the Board of Regents to consider the approval of an agreement between these parties for preparedness and maintaining the ability to respond to protect people, property and the environment, and to minimize the consequences of emergencies.

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

Agenda for the Amarillo College Board of Regents Regular Meeting on Tuesday, October 27, 2026

14. CLOSED MEETING

There will be a closed meeting so that the regents may:

- a. deliberate the deployment, or specific occasions for implementation of security personnel pursuant to Section 551.076 of the Texas Government Code; and
- b. consult with the college attorney to seek his advice on pending litigation pursuant to Section 551.071 of the Texas Government Code.

No action will be taken in the closed meeting.

15. ADJOURNMENT

NOTE: The Board of Regents will have dinner at 5:15 p.m. in Room 126, Moore County Campus, 1220 East 1ST Street, Dumas, Texas.

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.

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**FACULTY APPOINTMENTS
October 27, 2026**

Hatch, Lorenzo – Instructor – Law Enforcement Academy

Effective Date: 9/26/2026
Salary: \$56,605.19
Qualifications: Master's Degree
Experience: 4 + years teaching, 24 + years industry
Replacement for: N/A



Amarillo College®

September Financials Review

Fiscal Year 2026–2027 | Board of Regents

October 28, 2026



Revised financials layout

Revised Line Item	Components
Operating Revenue	
Tuition and Fees	Revenue from academic & technical instruction
Sales	Sales from Café, Bookstore, Testing
Other Oper Revenues	Private gifts, miscellaneous
State Appropriations	State Appropriations
Taxes for Maint & Oper	Taxes for Maintenance & Operations
Auxiliary Enterprises	East campus housing rentals, Child Care, Athletics
Investment Income	Investment Income
Operating Expense	
Cost of Sales	Cost of sales from the Bookstore and Café
Personnel	Administrators, Faculty, Student salaries, Classified, Temporary contract labor, Employee benefits
Department Operating Expense	Advertising, Lease-rentals, Dept Memberships, Professional Fees, Supplies, Travel
Institutional Expense	Liability Ins, Maint & Repairs, AC Memberships, Property Ins, Property Taxes, Utilities

Total Operating Revenue

–

Total Operating Expense

=

Total Operations Income/(Loss)



September at a glance

Total Operating Revenue \$10.91M ▼ \$5.03M unfavorable vs. \$15.94M prior-year September	Total Operating Expense \$5.90M ▼ \$2.10M favorable vs. \$8.01M prior-year September	Operations Income \$5.00M ▼ \$2.93M unfavorable vs. \$7.93M prior-year September	Month-End Operating Cash \$6.67M ▲ \$1.22M favorable vs. \$5.44M at September 2025
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Revenue decline is primarily timing

\$4.48M of the \$5.03M decrease is State Appropriations and Taxes for M&O, reflecting a change in monthly accrual methodology. Annual budgets for both remain unchanged.



Expenses down across three of four categories

Cost of Sales (\$1.52M), Department Operating Expense (\$0.54M) and Personnel savings (\$0.23M) more than offset higher Institutional Expense.

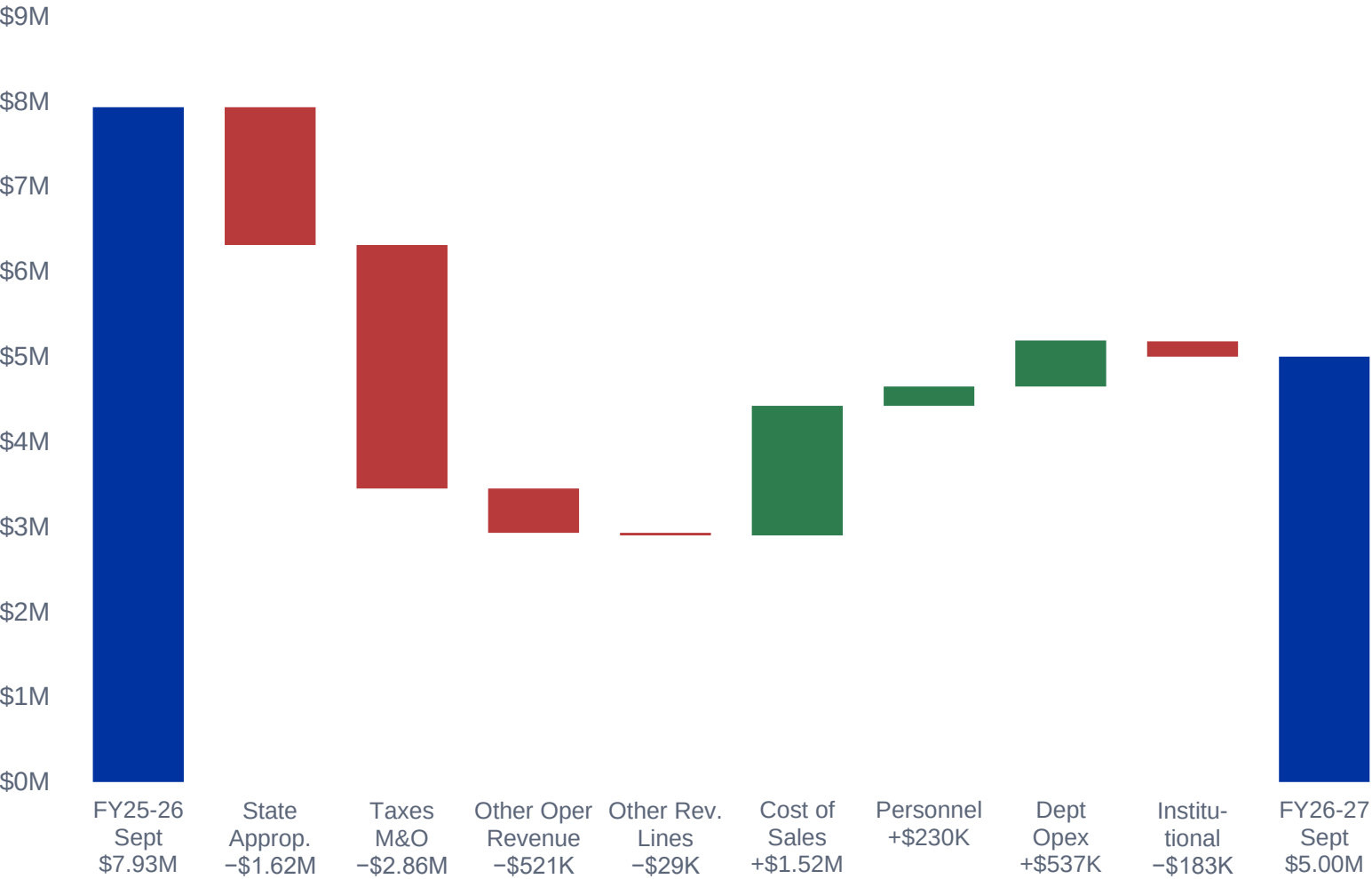


Liquidity improved year over year

Month-end operating cash of \$6.67M is 22.5% above September 2025; grant operations net \$0.64M, up \$329K.



Operations income: September year over year



Revenue: -\$5.03M

State Appropriations and Taxes for M&O account for \$4.48M; Other Operating Revenues lower by \$521K on prior-year one-time items.

Expense: -\$2.10M

Lower expense is favorable to income: Cost of Sales timing, Department Operating Expense reductions and Personnel savings.

Net: -\$2.93M

Operations income of \$5.00M for September versus \$7.93M in the prior year.



Management operations vs. budget

	FY 2025-26 September	FY 2026-27 September	Sep Y-O-Y Delta	FY 2026-27 Orig Budget	Year-End Adjustments	FY 2026-27 Adj Budget
Operating Revenue						
Tuition and Fees	9,857,936	9,899,960	42,024	25,074,087	(8,000,000)	17,074,087
Sales	258,908	221,755	(37,153)	4,205,340		4,205,340
Other Oper Revenues	924,574	403,778	(520,796)	1,914,410		1,914,410
State Appropriations	1,622,289	—	(1,622,289)	18,500,000		18,500,000
Taxes for Maint & Oper	2,893,916	31,297	(2,862,619)	35,113,585		35,113,585
Auxiliary Enterprises	349,506	317,772	(31,734)	4,078,253		4,078,253
Investment Income	32,425	30,479	(1,947)	872,000		872,000
Total Operating Revenue	15,939,554	10,905,040	(5,034,514)	89,757,675		81,757,675
Operating Expense						
Cost of Sales	1,238,234	(281,738)	1,519,973			
Personnel	2,461,532	2,231,903	229,629	56,454,951	—	56,454,951
Department Operating Expense	1,381,228	844,231	536,997	23,320,980	(13,000,000)	10,320,980
Institutional Expense	2,926,700	3,109,440	(182,740)	9,981,744		9,981,744
Total Operating Expense	8,007,694	5,903,836	2,103,858	89,757,675		76,757,675
Total Operations Income/(Loss)	7,931,860	5,001,204	(2,930,656)	—	—	5,000,000

Year-end adjustments reduce Tuition and Fees by \$8.0M and Department Operating Expense by \$8.0M. Removed contingency to show operating income target of \$5.0M.



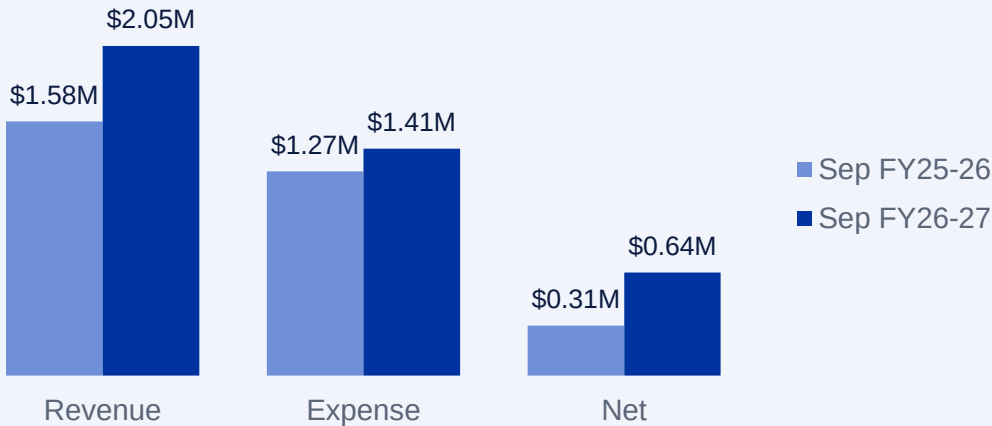
Grant operations and capital expenses



Grant Operations

+\$329K
net vs. prior year

	Sep FY25-26	Sep FY26-27	Delta
Non-Operating Revenue	1,576,374	2,046,097	469,723
Non-Operating Expense	1,268,872	1,409,120	(140,248)
Grant Operations Total	307,502	636,977	329,475



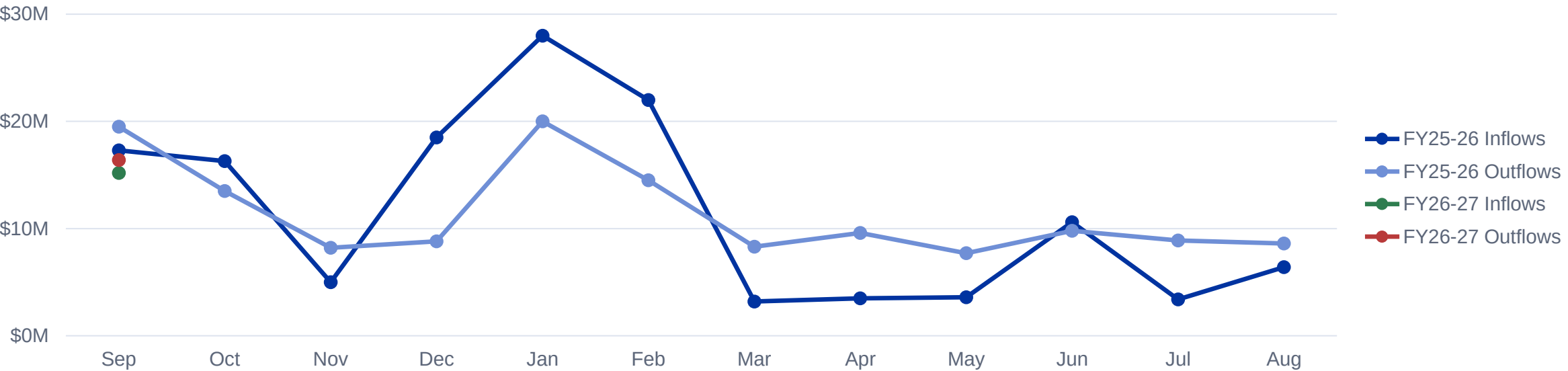
Capital Expenses

	Sep FY25-26	Sep FY26-27
Institutional Capital Expenses		
Less than \$10K	—	—
Greater than \$10K	—	—
Grant Capital Expenses		
Less than \$10K	3,223	4,218
Greater than \$10K	—	—
Total Capital Expenses		
Less than \$10K	3,223	4,218
Greater than \$10K	—	—

No capital expenditures greater than \$10K in either September. Activity is limited to \$4,218 of grant-funded items under \$10K.



Operating cash flows and position by fund



As of 09/30/26	Local Maint + Payroll	KACV-TV	AFEB	Aux Ent	Acad Scholar	Bond Int & Sink	Bond Proceeds	AC Foundation
ANB	3,563,786	—	7,105	—	—	25,119	0	1,059,701
Texpool	3,103,349	1,484,655	—	684,050	249,752	28,315	84,320	—
Cash	6,667,136	1,484,655	7,105	684,050	249,752	53,434	84,320	1,059,701
CDARS	—	1,104,613	—	1,491,471	—	—	—	—
Total	6,667,136	2,589,268	7,105	2,175,521	249,752	53,434	84,320	1,059,701



Month-end operating cash balance



\$ in millions; September 2025 and September 2026 highlighted

September 2025

\$5.44M

September 2026

\$6.67M

+22.5% vs. September 2025

Finance team progress and next steps



Four-day close achieved

- Implemented a four-day close, a major team win
- Delivered while down a team member, revamping the chart of accounts roll-up and working the 2025–26 audit
- Prior-month financials now available



Continued enhancements

- Complete roll-ups under the modified chart of accounts
- Generate reporting directly within the financial system
- Define actionable analytics, with more forthcoming
- Design a credit card strategy for expense control



Cash management tools

- Vendor payments made on agreed payment terms
- Weekly cash forecasting from historical and projected receipts
- Monthly budgeting beginning with the 2027–28 budget
- Cabinet review of requisitions in the short term



Questions & Discussion

September Financials Review | Board of Regents

AMARILLO COLLEGE
INTERNAL UNAUDITED STATEMENT OF NET POSITION
FISCAL YEAR 2027 THROUGH SEPTEMBER 2026

	Sep-25	Sep-26
ASSETS		
CURRENT ASSETS		
Cash & Equivalents	\$ 4,214,712	\$ 4,645,925
Short-Term Investments	\$ 1,429,154	\$ 1,491,471
Receivables	\$ 53,325,495	\$ 5,478,301
Inventory	\$ 835,093	\$ 1,975,075
Prepaid Expenses and Other Assets	\$ 326,003	\$ 299,242
Total Current Assets	<u>\$ 60,130,457</u>	<u>\$ 13,890,013</u>
NON CURRENT ASSETS		
Restricted Cash and Cash Equivalents	\$ 2,295,449	\$ 1,878,903
Restricted Investments	\$ 7,623,034	\$ 9,600,880
Endowments	\$ 2,500,000	\$ 1,157,764
Long Term Grant Receivable	\$ -	\$ -
Construction in Progress	\$ -	\$ -
Property & Equipment	\$ 213,822,426	\$ 209,666,259
Total Non Current Assets	<u>\$ 226,240,908</u>	<u>\$ 222,303,807</u>
TOTAL ASSETS	<u>\$ 286,371,365</u>	<u>\$ 236,193,820</u>
DEFERRED OUTFLOWS OF RESOURCES		
Deferred Outflows on Net Pension Liability	\$ 5,237,302	\$ 6,573,802
Deferred Outflows related to OPEB	\$ 9,287,657	\$ 6,197,062
Deferred Charge on Refunding	\$ 602,440	\$ 364,736
TOTAL DEFERRED OUTFLOWS	<u>\$ 15,127,399</u>	<u>\$ 13,135,600</u>

AMARILLO COLLEGE
INTERNAL UNAUDITED STATEMENT OF NET POSITION
FISCAL YEAR 2027 THROUGH SEPTEMBER 2026

	Sep-25	Sep-26
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Payables	\$ 720,304	\$ 1,975,929
Accrued Compensable Absences - Current	\$ 585,183	\$ 54,105
Funds Held for Others	\$ 435,224	\$ 576,798
Unearned Revenues	\$ 32,713,880	\$ 1,099,129
Bonds Payable - Current Portion	\$ 8,430,000	\$ 8,735,000
Notes Payable - Current Portion	\$ 36,033	\$ -
Capital Lease Payable	\$ 285,807	\$ 285,807
Retainage Payable	\$ 1,933,000	\$ 1,643
Other Liabilities	\$ 7,746	\$ 7,746
Total Current Liabilities	\$ 45,147,177	\$ 12,736,157
NON CURRENT LIABILITIES		
Accrued Compensable Absences - Long Term	\$ 936,127	\$ 936,127
Deposits Payable	\$ 217,150	\$ 215,305
Bonds Payable	\$ 86,270,000	\$ 77,535,000
Notes Payable	\$ 258,114	\$ 258,114
Capital Lease Payable - LT	\$ 421,011	\$ 421,011
Unamortized Debt Premium	\$ 19,567,074	\$ 8,507,559
Net Pension Liability	\$ 20,351,446	\$ 21,667,458
Net OPEB Liability	\$ 54,068,355	\$ 46,799,462
Total Non Current Liabilities	\$ 182,089,277	\$ 156,340,036
TOTAL LIABILITIES	\$ 227,236,454	\$ 169,076,193

AMARILLO COLLEGE
INTERNAL UNAUDITED STATEMENT OF NET POSITION
FISCAL YEAR 2027 THROUGH SEPTEMBER 2026

	Sep-25	Sep-26
Deferred Inflows		
Deferred Inflows of Resources	\$ 815,177	\$ 1,336,919
Deferred Inflows related to OPEB	\$ 14,760,734	\$ 17,260,452
TOTAL DEFERRED INFLOWS	<u>\$ 15,575,911</u>	<u>\$ 18,597,371</u>
 NET POSITION		
Capital Assets		
Net Investment in Capital Assets	\$ 198,842,992	\$ 203,722,981
Restricted		
Non Expendable: Endowment - True	\$ 2,500,000	\$ 1,154,198
Expendable: Capital Projects	\$ (94,034,398)	\$ (96,105,298)
Expendable: Debt Service	\$ 3,520,484	\$ 2,962,964
Other, Primary Donor Restrictions	\$ 10,540,516	\$ 14,337,243
Unrestricted		
Unrestricted	\$ (62,683,194)	\$ (64,416,232)
 TOTAL NET POSITION	<u>\$ 58,686,399</u>	<u>\$ 61,655,856</u>



Amarillo College®

An Equal Opportunity Community College

September 17, 2026

Amarillo National Bank
Mr. Darren Jenks, CTP
Vice President
P.O. Box 1
Amarillo, TX 79105

RE: Amarillo College, Depository Bank Services Contract Extension

Dear Mr. Jenks:

The expiration of our Depository Bank Services Agreement is December 31, 2026. The College is opting to exercise a one-year contract extension provided for in the Agreement to extend the term through December 31, 2027, under the same terms and conditions.

To confirm the Bank's acceptance of this contract extension, please complete the section below and return a copy of this letter to me.

We have appreciated our business relationship with you and the Bank over the term of the current depository contract and look forward to the extended term.

We are grateful for your continued support and business relationship.

Sincerely,

AMARILLO COLLEGE:

Ramon Suarez
Vice President of Administrative Services
Amarillo College

AMARILLO NATIONAL BANK:

ACCEPTED BY: _____

DATE: _____

9/17/26

PRINTED NAME: _____

TITLE: _____

DARREN JENKS

SVP - Treasury

Chief Executive Officer Report

TO: Amarillo College Board of Regents
FROM: Dr. Jamelle Conner, Chief Executive Officer
DATE: October 27, 2026
RE: Chief Executive Officer Reporting Requirements under Tex. Educ. Code § 51.253(c)

Under the Texas Education Code (TEC), Section 51.253(c), the institution's Chief Executive Officer is required to submit a report at least once during each fall or spring semester to the institution's governing body and post on the institution's internet website a report concerning the reports received by employees under the TEC, Section 51.252, concerning "sexual harassment," "sexual assault," "dating violence," or "stalking" as defined in the TEC, Section 51.251, and any disciplinary actions taken under TEC, Section 51.255.

For the purposes of complying with the Chief Executive Officer's reporting requirements under TEC, Section 51.253(c), the attached summary data report¹ includes all of the required reporting information to the **Amarillo College Board of Regents** for the time period of **academic year 2026, as of August 31, 2026**. The summary data report is categorized based on the reporting requirements under TEC, Section 51.253(c). The reports received may be applicable in multiple reporting categories, and therefore, the summary data in the categories may not add up to the totals of other categories.

The summary data report is also posted on the institution's website as per the public reporting requirements under TEC, Section 51.253(c) at [Amarillo College Title IX](#).

Note: Any additional reports received by the Title IX Coordinator that do not meet the required reporting criteria in the Texas Education Code have been omitted for the compliance purposes of this specific report.

¹ When identifiable, duplicate reports were consolidated and counted as one report in the summary data, and confidential employee reporting is noted as a sub-set to the total number of reports received.

CEO Summary Data Report
September 1, 2025 through August 31, 2026

Texas Education Code, Section 51.252	
Number of reports received under Section 51.252	51
Number of confidential reports ² under Section 51.252	0
Number of investigations conducted under Section 51.252	5
Disposition ³ of any disciplinary processes for reports under Section 51.252:	
a. Concluded, No Finding of Policy Violation	a. 2
b. Concluded, with Employee Disciplinary Sanction	b. 3
c. Concluded, with Student Disciplinary Sanction	c. 0
d. SUBTOTAL	d. 5
Number of reports under Section 51.252 for which the institution determined not to initiate a disciplinary process	48

Texas Education Code, Section 51.255	
Number of reports received that include allegations of an employee's failure to report or who submits a false report to the institution under Section 51.255(a)	0
Any disciplinary action taken, regarding failure to report or false reports to the institution under Section 51.255(c) :	
a. Employee termination	
b. Institutional intent to termination, in lieu of employee resignation	

² "Number of confidential reports" is a sub-set of the total number of reports that were received under Section 51.252, by a confidential employee or office (e.g., Counseling Center, Student Health Center, Victim Advocate for Students, or Student Ombuds).

³ "Disposition" means "final result under the institution's disciplinary process" as defined in the Texas Higher Education Coordinating Board's (THECB) rules for TEC, Section 51.259 [See 19 Texas Administrative Code, Section 3.6(3) (2019)]; therefore, pending disciplinary processes will not be listed until the final result is rendered.

**MEMORANDUM OF UNDERSTANDING
AMONG
THE CITY OF DUMAS, DUMAS POLICE DEPARTMENT,
AMARILLO COLLEGE, AND AMARILLO COLLEGE POLICE DEPARTMENT**

This Memorandum of Understanding ("MOU") is entered into between the governmental entities in Article I (Contracting Parties and Notice Addresses) under the authority of the Texas Government Code Chapter 771 (the Interagency Cooperation Act).

1. CONTRACTING PARTIES AND NOTICE ADDRESSES

The parties to this MOU are the City of Dumas, Dumas Police Department, Amarillo College, and Amarillo College Police Department ("Parties").

City of Dumas
Pat Sims, Mayor
124 W. 6th Street, Dumas, TX 79029
806-935-4101

Dumas Police Department
Daniel Franklin, Chief of Police
124 E. 7th Street, Dumas, TX 79029
806-378-3038

Amarillo College
Dr. Jamelle Conner, President
P.O. Box 447, Amarillo, TX 79178
806-371-5143

Amarillo College Police Department
Elizabeth Brown, Chief of Police
P.O. Box 447, Amarillo, TX 79178
806-371-5163

2. BACKGROUND

The Parties have a mutual interest and responsibility for preparedness and maintaining the ability to respond to protect people, property and the environment, and to minimize the consequences of emergencies.

3. DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

3.1. "Law Enforcement Officer" means any police officer, sheriff, or deputy sheriff;

3.2. "Chief Law Enforcement Officer" means the Chief of Police of the City of Dumas or the Chief of Police of the Amarillo College Police Department; and

3.3. "Chief Administrative Officer" means the Mayor or City Manager of the City of Dumas or the President of Amarillo College.

4. PURPOSE

The purpose of this MOU is to recognize the need for cooperation on public safety emergency matters of mutual concern, and to facilitate the development of plans and procedures for coordinated responses in the investigation of criminal activity and enforcement of the laws of this state, and to assist in providing additional law enforcement officers and resources to protect the health, life and property of the residents, personnel and visitors of the Parties.

5. RESPONSIBILITIES

- 5.1. Subject to the Parties' discretion as to participation and determination of availability of personnel and resources, and upon the request of the other Party, a Party may assign its Law Enforcement Officer(s) and resources to perform law enforcement duties within the Requesting Party's jurisdiction, provided the Chief Law Enforcement Officer, or designee, has determined the assignment is necessary. The judgment of the Chief Law Enforcement Officer, or designee, shall be final.
- 5.2. The Chief Law Enforcement Officer of a Responding Party, or designee, in their sole discretion, may at any time withdraw their Assignees and discontinue participation in any activity initiated pursuant to this Agreement, provided that such withdrawal will not cause a public safety concern.
- 5.3. An Assigned Law Enforcement Officer shall be a peace officer with all the same powers the officer might have within the territorial limits of the Party for which the officer is regularly employed, and qualifications for office where regularly employed shall constitute the qualifications for office within the jurisdiction of the Requesting Party, and no other oath, bond or compensation need be made. Additionally, such Assignee shall have the same investigative authority as if the officer were investigating criminal activity within the jurisdictional limits of the Party for which regularly employed.
- 5.4. Any Assignee shall receive the same wage, salary, pension, and any and all other compensation and other rights for such service, including injury or death benefits, and workers compensation benefits, equipment, clothing, and vehicles, the same as though the service had been rendered within the jurisdictional limits of the Party where the officer is regularly employed. Moreover, all wage and disability payments, including workers compensation benefits, pension payments, damage to equipment and clothing, medical expenses and expenses for travel, food and lodging shall be paid by the Party which regularly employs said Assignee in the same manner as though the service had been rendered within the jurisdictional limits of the Party where regularly employed.
- 5.5. Each party waives all claims against the other Party for compensation or reimbursement of cost incurred as a result of performance of duties in accordance with this document, including any loss, damage personal injury or death.
- 5.6. Any dispatch of law enforcement equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - 5.6.1. Law Enforcement Officers of the Responding Party shall report to the officer in charge of the Requesting Party at the location to which dispatched, and shall coordinate with the operations of the Requesting Party. However, Law Enforcement Officers shall remain under the sole command and control of their law enforcement agency.

- 5.6.2. A Law Enforcement Officer shall be released by the Requesting Party when the services of the Responding Party are no longer required or as provided in section 5.2 above.
- 5.7. In the event that any person performing law enforcement services pursuant to this Agreement shall be cited as a party to any civil lawsuit, state or federal, arising out of the performance of those services, such person shall be entitled to the same benefits that they would be entitled to receive if such civil actions had arisen out of the performance of duties where regularly employed and in the jurisdiction of the Party by which regularly employed.
- 5.8. The Parties shall participate in joint training to develop and maintain the capability for coordinated response with trained personnel to emergency situations. The training will be planned and scheduled by mutual agreement of the Parties. To facilitate training between the Parties, appropriate facilities and spaces at any of the Amarillo College properties will be made available at no charge as long as the training location is approved in advance with the Chief Law Enforcement Officer of Amarillo College.
- 5.9. It is expressly understood and agreed that in the execution of the Agreement, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 5.10. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, or transfer or receive anything of value.
- 5.11. This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party.

6. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

7. JURISDICTION

This Agreement and of any its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

8. EFFECTIVE DATE AND TERM

This Agreement shall become effective between the Parties on the first day after it has been signed by all Parties. This Agreement shall remain in full force and effect for a term of

three (3) years from the effective date hereof and shall automatically be renewed for up to two (2) additional terms.

9. TERMINATION

Either Party may withdraw from this Agreement by giving thirty (30) days advance written notice to the other Chief Administrative Officer of the other Party.

10. MODIFICATION

This Agreement may be amended or modified in writing by the mutual agreement of all the Parties, with said amendment or modification being attached to or incorporated into this Agreement.

DECLARATION OF AGREEMENT

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding on the respective dates indicated.

CITY OF DUMAS



Pat Sims, Mayor

Date: 10/8/26

AMARILLO COLLEGE

Dr. Jamelle Conner, President

Date: _____

DUMAS POLICE DEPARTMENT



Daniel Franklin, Chief of Police

Date: 10/8/26

AMA COLLEGE POLICE DEPARTMENT

Elizabeth Brown, Chief of Police

Date: _____