Notice is hereby given that a Virtual Regular Board Meeting of the Board of Trustees of Temple College will be held on Monday, April 15, 2024, at 6:00 PM in the Louise L. Cox Board Room, Room 916, located in the Marc Nigliazzo Administration Building on the Main Campus. The items listed in this notice may be considered in any order at the discretion of the Chair of the Board and items listed for closed session discussion may be discussed and/or approved in open session and vice versa as permitted by law.

The Order of Business will be as follows:

1. Call to Order
2. Invocation and Pledge of Allegiance
3. Opportunity for Citizens to Address the Board
   A. Citizens who desire to address the Board on any matter listed on the agenda may sign up to do so prior to this meeting. Public Comments will be received during this portion of the meeting. Please limit comments to three minutes. No discussion or final action will be taken by the Board.
4. Consideration of Approval of Consent Agenda
   A. Consideration of Approval of Minutes from the Regular Meeting on March 18, 2024
   B. Consideration of Approval of the Appointment of Full-Time Professional Staff
   C. Consideration of Approval of the Appointment of Adjunct Faculty
   D. Consider Authorizing the President to Execute Gift/Naming Agreements with Donors
   E. Consideration of Approval of Spring 2024 2nd 8-Week Classes Part-Time Overload Salaries
   F. Consideration of Approval of the Budget Summary Report-December 2024
   G. Consideration of Approval of the Monthly Investment Report-Public Funds Investment Disclosure Report-December 2023
   H. Consideration of Approval of Budget Revision Schedule for 2nd Quarter 2023-2024
   I. Consideration of Approval of the 2024-2025 College Catalog
   J. Consideration of Approval of Amendments to FY 2024 Budget
5. Consideration of Approval of Disbursements for March 2024
6. Student and Employee Spotlights
   Student Spotlight
   Amanda Burkhart-Nursing Student Organization
   Harlee Haley-Nursing Student Organization
   Outstanding Employee Spotlight
   Craig McMurtry, Athletic Director and Head Baseball Coach

7. President's Report

8. Reports
   A. Faculty Council Report
   B. Provost-Academic Affairs and Student Services Report

9. New Business
   A. Consideration of Approval of Faculty Recommended for Tenure Fall 2024
   B. Approval of Associate of Science, Engineering Technology, TBI STEM
   C. Consideration of Approval of an Upgraded Card Access System at Temple, Hutto and Taylor

10. Miscellaneous

11. Executive Session to Consider Personnel, Legal Matters, and Real Estate

12. Adjournment

One or more Board Members may be attending the meeting by video conference, in compliance with the Texas Open Meetings Act. A physical quorum of the Board will be present at the posted time and location of the meeting.
MINUTES
REGULAR BOARD MEETING
OF THE BOARD OF TRUSTEES
March 18, 2024

A Regular Board Meeting of the Board of Trustees of Temple College was held Monday, March 18, 2024 beginning at 6:00 PM in the Louise L. Cox Board Room, Room 916, located in the Marc Nigliazzo Administration Building on the Main Campus.

MEMBERS PRESENT
John Bailey, Chairman; Dr. Alejandro Arroliga; Dr. Andrejs Avots-Avotins; Dr. Hope Koch; Dr. Jack Myers; and Larry Wilkerson

ADMINISTRATION
Dr. Christy Ponce, President; Judy Dohnalik, Assistant to the President and Board of Trustees; Dr. Susan Guzmán-Treviño, Provost; Brandon Bozon, Vice President, Administrative Services; and Dr. Evelyn Waiwaiolo, Vice President, Development, and Executive Director of the Foundation; DeDe Griffith, Vice President of Workforce Development; Dr. Robbin Ray, Associate Vice President and Chief of Operations, East Williamson County Centers; Susan Allamon, Associate Vice President, Finance and Human Resources

OTHERS PRESENT
Dr. Sara Baker; Shannon Bralley; Tracey Cooper; Corine Correa; Eric Eckert; Jeff Fritz; Caleb Hogue; Sherrell (Emmy) Johnston; Monica Lefner; Melissa Machalek; Dr. Derek Mudd; Kristina Napolitano, Dental Hygiene Student; Erica Perrine; John Stevens; Brian Supak; Dr. John White

1. Call to Order
   John Bailey, Chairman, called the Board of Trustees meeting to order at 6:04 p.m.

2. Invocation and Pledge of Allegiance
   Dr. Hope Koch offered the Invocation.
   Larry Wilkerson recited the Pledge of Allegiance.

3. Opportunity for Citizens to Address the Board
   A. Chairman Bailey asked if there was anyone there tonight wishing to speak before the Board. There were no citizens to address the Board.

4. Consideration of Approval of Consent Agenda
   Chairman Bailey asked if there were any items that the members wanted to remove from the consent agenda. He stated that if there were no objections, these items would be considered. After pausing for any objections, he stated that since there were no objections, these items were ready for consideration.
Item 4-A

On a motion by Dr. Alejandro Arroliga seconded by Dr. Hope Koch, and without negative vote, the Board approved the Consent Agenda as presented.

Items for consideration were:

A. Consideration of Approval of Minutes from the Regular Meeting on February 19, 2024

B. Consideration of Approval of Appointment of Adjunct Faculty
   The following individuals were recommended by the appropriate departmental and divisional supervisors, and by the Provost, Academic Affairs and Student Services for appointment as members of the Adjunct Faculty.
   ★ Hina Abbas – Adjunct Professor, Sonography- Health Profession Divisions
   ★ Micaela Benavidez -Adjunct Professor, Sociology – Liberal Arts Division
   ★ Keith Marney - Adjunct Professor, Sonography – Health Professions Division

C. Consider Authorizing the President to Execute Gift/Naming Agreement with Donor
   A Gift Agreement was presented to the Board and the College from a donor wishing to make a charitable gift to the Board for the use and benefit of the College. The Board will acknowledge the Gift by naming an area or location for the donor.

D. Consideration of Approval of the Budget Summary Report-December 2023 and January 2024

E. Consideration of Approval of the Public Funds Disclosure Report-December 2023 and January 2024

F. Consider Approving a Resolution to Participate in the Bulletproof Vest Partnership for the Safety of the Temple College Department of Public Safety Sworn Employees Through the Submission of a Grant to the Office of the Governor

5. Consideration of Approval of Disbursements for February 2024

On a motion by Larry Wilkerson, seconded by Dr. Arroliga, and without negative vote, the disbursements for January 2024 were approved as presented.

6. Student, Faculty, and Employee Spotlights
   Student Spotlight
   Melissa Machalek, Department Chair, Dental Hygiene, introduced Katrina Napolitano, a second year Dental Hygiene student. Kristina presented a report on her research, “Virtual Reality and Dental Anxiety”. She gave an overview of her research regarding causes of dental anxiety, the benefits of virtual reality, an assessment of efficacy of virtual reality distraction, and included her hypothesis that “Virtual Reality is a viable and powerful intervention in reducing dental anxiety in both adults and children”.
   Outstanding Faculty Spotlight
   Dr. Sara Baker, Dean, Fine Arts, announced that the Temple College JazzFest will be held March 21-23, 2024. There are 53 schools participating this year. She introduced Dr. Derek Mudd, Department Chair, Speech, Drama/Theater, Humanities, and Arts. He presented a Department Overview including the announcement that Speech is now Communication Studies; reported on Success Strategies; Milestones; Humanities Series Poetry Reading: An Evening of Spoken Word (Coming April 4 in the BackStage Theatre); and announced Awards, Recognitions, and Highlights that were received.
7. President's Report
The President's Report included the following:

- Dr. Ponce again welcomed Dr. Myers as the new Trustee on the Temple College Board of Trustees.
- Walls are going up fast and much progress is being made for the construction on the new buildings.
- Leopard Preview Day was held at Temple campus on February 23, 2024 and held at Hutto campus on March 1, 2024. Information sessions were provided to inform potential students of the many opportunities Temple College offers.
- Police Academy graduates are being employed in local law enforcement departments.
- President Christy Ponce and Board members, John Bailey and Lydia Santibañez-Farrell made a presentation at the Board of Trustees Institute, February 27-28, 2024, titled “Leading with a Student Success Lens”. The Plenary Speaker was Josh Wyner, Vice President, Aspen Institute and Executive Director, College Excellence Program.
- The TC Jazz Festival will be held March 22-23, 2024 at the Mary Alice Marshall Performing Arts Center.
- Dr. Andrejs Avots-Avotins reported on the Temple High School CAVY Team Sponsorships. He asked the Board and those in attendance at the meeting to consider sponsorships for the activity fund for students to compete around the State. The team has had a successful year and have the opportunity to participate at the National Level.

8. Reports
A. Faculty Council Report
Faculty Council is conducting elections for all of their committees and executive positions. Erica Perrine announced a list of faculty achievements could be found in the Faculty Council report. The report is included in the Board materials and is also posted on the web page.

B. Provost Report
- The Provost, Academic Affairs and Student Services Reports were included in the Board materials and are posted on the Temple College web page. Dr. Susan Guzmán-Treviño presented an update on Caring Campus. She reviewed the purposes of the initiative. Research has shown that making students feel welcome and cared about, they may choose to complete and succeed in achieving their educational goals.
- Caught in the act of caring for student success included Wendy Armstrong, Biology Faculty, and Debbie Parten, Health Professions Administrative Assistant.
- Congratulations to Jesse Castillo, Program Chair, Polysomnography, on receiving the National Society of Leadership Success (NSLS) as a Texas Community College Teachers Association (TCCTA) Faculty Fellow.
- Nancy Eaton, Nursing Faculty, made a presentation entitled “The Journey”, at the Texas Organization for Associate Degree Nursing (TOADN) Conference.
C. Resource Development and External Relations Report
   An Update from Foundation & External Relations was presented and included:
   * Over 300 students attended the Preview Days on February 23 in Temple and over
     200 students attended the March 1 Preview Days in Hutto
   * Report on 2023 End of Year Giving
     - $7,100 Trustee Success
     - $101,262.92 Endowments & Operating Expenses
   * Total Grant Dollars from May 2020-December 2023 - $11,160,307
   * Most recent grant: Texas Higher Education Coordinating Board
     - $216,000 for Radiology, non-credit, short-term certifications
   * In honor of Kirby Johnson, the Temple College men’s basketball coach for 33 years,
     Temple College is wanting to raise $25,000 to name the basketball court in honor
     of him. So far, the amount of $6,607.11 has been raised and the timeline is May 1,
     2024.
   * The Temple College Foundation Scholarship applications are open until June 12,
     2024. There are 153 applications submitted as compared to last year at 112.
   * The Building for the Future Capital Campaign has pledges totaling to date in the
     amount $1,112,054.
   * Upcoming Events:
     - August 28-Scholarship Tea
     - October 28-Johnson Brothers Ford Temple College Foundation Golf Tournament
     - December 12, Temple College Holiday Party

9. New Business
A. Consider ratifying a purchase of one 2024 Ford Expedition Max, one 2024 Ford
   Explorer, and one Ford F250 Crew Cab Truck from Johnson Brothers Ford through
   RFP 24-02, Purchase of Fleet Vehicles. In addition, consider ratifying the purchase of
   one 2023 Chevrolet Express Van from Caldwell Country Chevrolet through the
   BuyBoard Cooperative contract# 724-23.

   To address the age of the currently owned vehicles and space issues, the Purchasing
   Department and Administration met to review some of the offers received as a result of
   the RFP. Based on the two responses received from the RFP, each was measured by
   price, delivery timeline, the extent to which the vehicle offered would best meet the
   College’s needs, and experience and stated references. Funding for the purchase of
   the 2024 Ford Expedition Max, 2024 Ford Explorer, and Chevrolet 15-passenger
   Express Van was available in the newly established vehicle replacement fund in Fund
   63. Funding for the 2024 Ford Crew Cab Truck was from the Hutto maintenance and
   operations budget contained in Fund 10.

   The Board of Trustees was asked to ratify the purchase of one 2024 Ford Expedition
   Max for $64,344.88, one 2024 Ford Explorer for $39,772.94, and one 2024 Ford Crew
   Cab Truck for $47,882.18 through the award of RFP 24-02, Purchase of Vehicles. The
   Board of Trustees was also asked to ratify the purchase of one 2023 Chevrolet 15-
   passenger Express Van for $43,565.00 through the BuyBoard Cooperative
   Contract#724-23. The Board of Trustees was asked to authorize the Vice President of
   Administration to approve any change orders up to the amount allowed by the Texas
   Education Code 44.0411.
On a motion by Dr. Alejandro Arroliga, seconded by Larry Wilkerson, and without negative vote, consideration of ratifying a purchase of one 2024 Ford Expedition Max, one 2024 Ford Explorer, and one Ford F250 Crew Cab Truck from Johnson Brothers Ford through RFP 24-02, Purchase of Fleet Vehicles. In addition, consider ratifying the purchase of one 2023 Chevrolet Express Van from Caldwell Country Chevrolet through the BuyBoard Cooperative contract# 724-23 was approved as presented.

10. Miscellaneous
   Chairman Bailey announced that there were no miscellaneous items for discussion.

11. Executive Session to Consider Personnel, Legal Matters, and Real Estate
   Chairman Bailey announced that an Executive Session would not be called as there were no items for discussion.

12. Adjournment
   There being no further business, the Meeting of the Board of Trustees was adjourned on a motion by Larry Wilkerson, and seconded by Dr. Koch, at 7:12 p.m.

NEXT BOARD OF TRUSTEES MEETING:

   A Regular Meeting of the Temple College Board of Trustees will be held Monday, April 15, 2024 at 6:00 p.m., in the Louise L. Cox Board Room, located in room 916 in the Marc Nigliazzo Administration Building on the Main Campus.

Minutes recorded, transcribed & submitted by:

Judith Dohnalik

Judith Dohnalik, Assistant to the Board of Trustees

Minutes Approved as Submitted: _____

Date
ITEM 4-B

Consideration of Approval of Appointment of Full-Time Professional Staff

Staff Recommendation: Approval

The following individual is being recommended by the President for appointment as a member of the Full-Time Professional Staff.

★ Ashley Curry – Dual Credit Navigator – Academic Affairs Division – Ms. Curry received her Associate of Applied Science degree from Central Texas College. She has been employed by Temple College as an Administrative Assistant for TBI since February of 2024.
Consideration of Approval of Appointment of Adjunct Faculty

Staff Recommendation: Approval

The following individual is being recommended by the appropriate departmental and divisional supervisors, and by the Provost-Academic Affairs and Student Services for appointment as a member of the Adjunct Faculty.

★ Amy Avila – Adjunct Professor, Associate Degree Nursing- Health Profession Divisions – Ms. Avila received her Master’s in Nursing degree from the University of Texas at Arlington. She is currently employed as a Regional Occupational Health Nurse for M&M Mars. Ms. Avila has been working in the nursing field for more than 20 years.
MEMORANDUM
Office of the Vice President of Development and External Relations

To: Dr. Ponce and the Board of Trustees

From: Dr. Evelyn Waiwaiole

Date: April 12, 2024

Re: Consider authorizing the President to execute Gift/Naming Agreements with Donors

Staff Recommendation: Approval

The Board is asked to authorize the President to execute Gift/Naming Agreements with Donors
Item 4-D

Recommendation: The Board is asked to authorize the President to execute Gift/Naming Agreements with donors.

The Board is asked to approve the following Gift/Naming Agreements:

<table>
<thead>
<tr>
<th>Donor</th>
<th>Amount</th>
<th>Naming</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin and Hope Koch</td>
<td>$5,000</td>
<td>Director of Financial Aid Office</td>
</tr>
<tr>
<td>Melissa and Patrick Mullins</td>
<td>$25,000</td>
<td>Board Room Conference Room</td>
</tr>
</tbody>
</table>

Approved:

Evelyn Waiwailoe
Vice President for Development
Gift Agreement

This Gift Agreement (“Agreement”), effective as of April 10, 2024 (“Effective Date”), is made and entered into by and between Kevin and Hope Koch, whose address is 605 West Park Avenue, Temple, TX 76501 (“Donor”) and the Board of Trustees of Temple College (the “Board”) for the use and benefit of Temple College (“College”). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

Donor wishes to make a charitable gift to the Board for the use and benefit of the College as set forth in this Agreement.

The Board and College desire to accept such gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Gift.** Donor hereby pledges to the Board for the use and benefit of the College the following gift: $5,000 (“Gift”).

2. **Payment of the Gift.** The Gift is an irrevocable pledge that will be paid to College over a period of (1) years. Payments in support of this pledge will begin immediately upon the execution of this Agreement with an initial payment of $5,000 and will continue thereafter according to the following schedule:

<table>
<thead>
<tr>
<th>Amount of payment by Donor</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

   Donor may accelerate the payment of any or all of this pledge at any time in Donor’s discretion so long as the cumulative total of all gift payments meets the foregoing schedule. Payments shall be paid by Donor to College via check, electronic funds transfer, stocks or other securities, or other methods acceptable to Donor and the Board.

3. **Use of the Gift.** The Gift shall be used for any purposes within College’s mission or purposes.

4. **Acknowledgment.** In consideration for the Gift, the Board and the College will acknowledge the Gift with a placard outside of or near the Director of Financial Aid Office in Temple College Main Building (“Facility”), Kevin and Dr. Hope Koch, (“Naming”). Before the Naming is erected, Donor shall demonstrate reasonable and timely pledge payments. After the Naming is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Naming will last for the useful life of the Facility.

5. **Termination of Naming.** In addition to any rights and remedies available at law, the Board may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:

   a. In the event of any default in payment of the Gift as provided in this Agreement, or
   b. In the unlikely event the Board determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission or integrity of the College or the Board, in the event of a continued association with Donor and the continuation of the Naming provided for herein.

   Upon any such termination of this Agreement and/or the Naming hereunder, the Board and College shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid. The Board, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

6. **Modification of Naming.** If during the useful life of the Facility, the Facility is transferred or conveyed from College, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or
modified; relocated, or replaced, then the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by the Board and College, will have the right, for no additional payment, to have another available and equivalent College facility named after the Donor.

7. **Publicity.** For purposes of publicizing the Gift and the Naming, College will have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the “Media Materials”) and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing College’s development and business activities.

8. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

9. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

10. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Subject to the sovereign immunity of the State of Texas, any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Bell County, Texas, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.

11. **Board of Trustees Approval.** This Agreement and the recognition and naming provided for herein are subject to the approval by the Board and this Agreement will not be effective unless and until approved by the Board.

☐ Yes, you can list me as a donor and publicly thank me for giving to the capital campaign in print publications and on social media.

ACCEPTED AND AGREED TO:

DONOR                                      TEMPLE COLLEGE

By: _________________________            By: _______________________

Name: Christina Ponce, Ph.D.            Title: President, Temple College
Item 4-D

Gift Agreement

This Gift Agreement ("Agreement"), effective as of March 25, 2024 ("Effective Date"), is made and entered into by and between Melissa and Patrick Mullins whose address is PO Box 706, Temple, TX 76503 ("Donor") and the Board of Trustees of Temple College (the "Board") for the use and benefit of Temple College ("College"). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

Donor wishes to make a charitable gift to the Board for the use and benefit of the College as set forth in this Agreement.

The Board and College desire to accept such gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Gift. Donor hereby pledges to the Board for the use and benefit of the College the following gift: $25,000 ("Gift").

2. Payment of the Gift. The Gift is an irrevocable pledge that will be paid to College over a period of (1) years. Payments in support of this pledge will begin immediately upon the execution of this Agreement with an initial payment of $25,000 and will continue thereafter according to the following schedule:

<table>
<thead>
<tr>
<th>Amount of payment by Donor</th>
<th>Due Date</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
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</table>

Donor may accelerate the payment of any or all of this pledge at any time in Donor's discretion so long as the cumulative total of all gift payments meets the foregoing schedule. Payments shall be paid by Donor to College via check, electronic funds transfer, stocks or other securities, or other methods acceptable to Donor and the Board.

3. Use of the Gift. The Gift shall be used for any purposes within College's mission or purposes.

4. Acknowledgment. In consideration for the Gift, the Board and the College will acknowledge the Gift with a placard outside of or near the Board Room Conference Room (38405) in Temple College Main Luridige ("Facility"). In honor of our friend, Temple College advocate and Trustee, Harry Adams, Given by Melissa and Patrick Mullins ("Naming"). Before the Naming is erected, Donor shall demonstrate reasonable and timely pledge payments. After the Naming is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Naming will last for the useful life of the Facility.

5. Termination of Naming. In addition to any rights and remedies available at law, the Board may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:

a. In the event of any default in payment of the Gift as provided in this Agreement, or
b. In the unlikely event the Board determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission or integrity of the College or the Board, in the event of a continued association with Donor and the continuation of the Naming provided for herein.

Upon any such termination of this Agreement and/or the Naming hereunder, the Board and College shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid. The Board, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.
6. **Modification of Naming.** If during the useful life of the Facility, the Facility is transferred or conveyed from College, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified; relocated, or replaced, then the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by the Board and College, will have the right, for no additional payment, to have another available and equivalent College facility named after the Donor.

7. **Publicity.** For purposes of publicizing the Gift and the Naming, College will have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing College’s development and business activities.

8. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

9. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

10. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Subject to the sovereign immunity of the State of Texas, any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Bell County, Texas, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.

11. **Board of Trustees Approval.** This Agreement and the recognition and naming provided for herein are subject to the approval by the Board and this Agreement will not be effective unless and until approved by the Board.

Yes, you can list me as a donor and publicly thank me for giving to the capital campaign in print publications and on social media.

**ACCEPTED AND AGREED TO:**

**DONOR**

[Signature]

Name: [Name]

**TEMPLE COLLEGE**

[Signature]

Name: Christina Ponce, Ph.D.

Title: President, Temple College
MEMORANDUM

Provost, Vice President of Academic Affairs and Student Services

To: Dr. Christina Ponce
From: Dr. Susan Guzmán-Treviño
Date: April 15, 2024
Re: Spring 2024 2nd 8-Week Classes Part-Time/Overload Salaries

The Vice President of Academic Affairs and Student Services has reviewed the part-time/overload reports for the 2nd 8-week classes submitted by the academic and technical divisions and is requesting Board approval of these reports, pending any necessary adjustments.

The table below summarizes the part-time/overload salary costs by division:

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<thead>
<tr>
<th>Division</th>
<th>SPR 2023</th>
<th>SPR 2024</th>
</tr>
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<tbody>
<tr>
<td>Fine Arts</td>
<td>$32,820.00</td>
<td>$31,590.90</td>
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<tr>
<td>Liberal Arts</td>
<td>$52,941.00</td>
<td>*</td>
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<tr>
<td>Business and Career Professions (BCP)</td>
<td>$44,770.54</td>
<td>$51,082.49</td>
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<tr>
<td>Natural Sciences</td>
<td>$12,612.50</td>
<td>$20,427.85</td>
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<tr>
<td>Health Professions*</td>
<td>*</td>
<td>$47,117.75</td>
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<tr>
<td>Workforce Development**</td>
<td>**</td>
<td>$1087.50</td>
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<tr>
<td>**Total</td>
<td>$143,144.04</td>
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*No information for report
**Previously reported in BCP
## BUDGET SUMMARY REPORT - FEBRUARY 2024

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<th>Item 4-F</th>
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<td><strong>REVENUES</strong></td>
<td><strong>CURRENT FISCAL YEAR</strong></td>
<td><strong>PRIOR FISCAL YEAR</strong></td>
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<tr>
<td></td>
<td>Budget</td>
<td>Actual</td>
<td>% Actual to Budget</td>
</tr>
<tr>
<td><strong>Educational &amp; General</strong></td>
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</tr>
<tr>
<td>State Funds</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>State Appropriations</td>
<td>10,762,186</td>
<td>7,449,825</td>
<td>69%</td>
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<tr>
<td>State Grants &amp; Contracts</td>
<td>1,199,191</td>
<td>301,364</td>
<td>25%</td>
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<tr>
<td>Federal Funds</td>
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<tr>
<td>Federal Grants</td>
<td>2,194,832</td>
<td>516,344</td>
<td>25%</td>
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<tr>
<td>Title IV Grants</td>
<td>8,828,000</td>
<td>6,925,461</td>
<td>78%</td>
</tr>
<tr>
<td>Local Funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Grants, Gifts, &amp; Contracts</td>
<td>4,168,763</td>
<td>2,648,138</td>
<td>64%</td>
</tr>
<tr>
<td>Tuition</td>
<td>13,880,800</td>
<td>11,518,019</td>
<td>83%</td>
</tr>
<tr>
<td>Fees</td>
<td>4,851,400</td>
<td>4,153,296</td>
<td>86%</td>
</tr>
<tr>
<td>Exemptions, Waivers, &amp; Discounts</td>
<td>(3,081,600)</td>
<td>(2,137,122)</td>
<td>69%</td>
</tr>
<tr>
<td>Taxes</td>
<td>16,731,212</td>
<td>17,032,275</td>
<td>102%</td>
</tr>
<tr>
<td>Other Local Funds</td>
<td>1,426,832</td>
<td>1,032,063</td>
<td>72%</td>
</tr>
<tr>
<td><strong>Total Educational &amp; General</strong></td>
<td>60,961,616</td>
<td>49,439,660</td>
<td>81%</td>
</tr>
<tr>
<td><strong>Transfers from OA to Other Funds</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use Fees</td>
<td>(1,201,200)</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Taxes</td>
<td>(5,758,697)</td>
<td>(5,845,726)</td>
<td>102%</td>
</tr>
<tr>
<td>Parking, Energy Conservation, HVAC</td>
<td>(2,738,695)</td>
<td>(1,970,000)</td>
<td>72%</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Transfer - TIF Remittance</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Total Transfers from OA to Other Funds</strong></td>
<td>(9,698,592)</td>
<td>(7,815,726)</td>
<td>81%</td>
</tr>
<tr>
<td><strong>Auxiliary Enterprises</strong></td>
<td>8,000</td>
<td>4,373</td>
<td>55%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>51,271,024</td>
<td>41,628,307</td>
<td>81%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Educational &amp; General</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instruction</td>
<td>17,131,301</td>
<td>7,947,414</td>
<td>46%</td>
</tr>
<tr>
<td>Public Service</td>
<td>1,028,393</td>
<td>475,564</td>
<td>46%</td>
</tr>
<tr>
<td>Academic Support</td>
<td>3,823,873</td>
<td>1,627,062</td>
<td>43%</td>
</tr>
<tr>
<td>Student Services</td>
<td>4,790,587</td>
<td>2,043,774</td>
<td>43%</td>
</tr>
<tr>
<td>Institutional Support</td>
<td>10,444,181</td>
<td>5,072,341</td>
<td>49%</td>
</tr>
<tr>
<td>Physical Plant</td>
<td>3,864,950</td>
<td>1,832,615</td>
<td>47%</td>
</tr>
<tr>
<td><strong>Total Educational &amp; General</strong></td>
<td>41,083,285</td>
<td>18,998,770</td>
<td>46%</td>
</tr>
<tr>
<td><strong>Student Aid</strong></td>
<td>10,680,069</td>
<td>8,088,962</td>
<td>76%</td>
</tr>
<tr>
<td><strong>Auxiliary Enterprises</strong></td>
<td>1,032,371</td>
<td>575,104</td>
<td>56%</td>
</tr>
<tr>
<td><strong>Contingency for Unexpected Expenditures</strong></td>
<td>145,299</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>52,941,024</td>
<td>27,662,836</td>
<td>52%</td>
</tr>
<tr>
<td><strong>NET DIFFERENCE</strong></td>
<td>(1,670,000)</td>
<td>13,965,471</td>
<td>0%</td>
</tr>
</tbody>
</table>
## Interest Rate

<table>
<thead>
<tr>
<th>Cash and Cash Equivalents</th>
<th>12/1/2023</th>
<th>Receipts</th>
<th>Interest Earnings</th>
<th>Distributions</th>
<th>2/29/2024</th>
<th>Unrestricted Funds</th>
<th>Restricted Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alliance Bank - Money Market</td>
<td>2.13%</td>
<td>$255,615</td>
<td>$0</td>
<td>$1,373</td>
<td>$0</td>
<td>$226,988</td>
<td>$226,988</td>
</tr>
<tr>
<td>Alliance Bank - Money Market</td>
<td>4.70%</td>
<td>$0</td>
<td>$60,289,203</td>
<td>$631,243</td>
<td>$0</td>
<td>$60,920,446</td>
<td>$60,920,446</td>
</tr>
<tr>
<td>PNC - Money Market</td>
<td>2.84%</td>
<td>$20,046</td>
<td>$0</td>
<td>$140</td>
<td>$94</td>
<td>$20,092</td>
<td>$20,092</td>
</tr>
<tr>
<td>PNC - Operating Account</td>
<td>0.00%</td>
<td>$1,233,251</td>
<td>$19,363,930</td>
<td>$0</td>
<td>$16,135,429</td>
<td>$4,461,752</td>
<td>$1,952,039</td>
</tr>
<tr>
<td>PNC - Student Refund Account</td>
<td>0.00%</td>
<td>$90,231</td>
<td>$2,950,041</td>
<td>$0</td>
<td>$2,903,142</td>
<td>$137,130</td>
<td>$137,130</td>
</tr>
<tr>
<td>PNC - Federal Funds Account</td>
<td>0.00%</td>
<td>$232,746</td>
<td>$5,303,153</td>
<td>$0</td>
<td>$5,303,889</td>
<td>$232,010</td>
<td>$232,010</td>
</tr>
<tr>
<td>PNC - Payroll Account</td>
<td>0.00%</td>
<td>$1,208</td>
<td>$7,808,323</td>
<td>$0</td>
<td>$7,808,323</td>
<td>$1,208</td>
<td>$1,208</td>
</tr>
<tr>
<td>PNC - Plant Account</td>
<td>0.00%</td>
<td>$46,097</td>
<td>$27,741,052</td>
<td>$0</td>
<td>$26,991,425</td>
<td>$795,724</td>
<td>$795,724</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>0.00%</td>
<td>$3,271</td>
<td>$0</td>
<td>$207</td>
<td>$3,064</td>
<td>$3,064</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Subtotal Cash and Cash Equivalents**

$1,882,464 | $123,455,703 | $632,756 | $59,142,508 | $66,828,415 | $64,086,692 | $2,741,723 |

## Cash in Investment Pools

| TexasClass (MBIA) - Bond Reserves | 5.48% | $3,423,448 | $4,841,153 | $67,351 | $2,010,566 | $6,321,387 | $0 | $6,321,387 |
| 2021 Texas Class | 5.48% | $62,336,640 | $0 | $798,137 | $7,927,170 | $55,207,606 | $55,207,606 | $0 |
| TexasClass (MBIA) - Building Improvement Funds | 5.48% | $8,323,097 | $1,970,000 | $113,019 | $1,153,440 | $9,252,679 | $9,252,679 | $0 |
| TexasClass (MBIA) - Operating Account | 5.48% | $16,286,880 | $14,069,658 | $230,496 | $13,754,242 | $16,832,791 | $16,832,791 | $0 |
| TexasClass (MBIA) - Board of Trustees Fund | 5.48% | $129,489 | $0 | $1,797 | $0 | $131,285 | $131,285 | $0 |
| Hutto BCMT Reserves | 5.48% | $309,159 | $0 | $4,287 | $0 | $313,446 | $313,446 | $0 |
| Texpool - Building Improvement Funds | 4.96% | $1,097 | $0 | $14 | $0 | $1,111 | $1,111 | $0 |
| Texpool - Operating Account | 4.96% | $1,108 | $0 | $14 | $0 | $1,122 | $1,122 | $0 |

**Subtotal Cash in Investment Pools**

$90,810,916 | $20,880,811 | $1,215,115 | $24,845,418 | $88,061,424 | $81,740,037 | $6,321,387 |

## Cash Invested in Certificates of Deposit

| Alliance Bank - 364 days CD (8/4/2024) | 5.00% | $5,163,346 | $0 | $65,072 | $0 | $5,228,419 | $5,228,419 | $0 |
| Alliance Bank - 364 days CD (8/4/2024) | 5.00% | $2,065,339 | $0 | $26,029 | $0 | $2,091,367 | $2,091,367 | $0 |
| Alliance Bank - 30 days CD | 5.05% | $60,000,000 | $0 | $289,203 | $60,289,203 | $0 | $0 | $0 |

**Subtotal Cash Invested in Certificates of Deposit**

$7,228,685 | $0 | $380,305 | $60,289,203 | $7,319,786 | $7,319,786 | $0 |

## Total Cash, Cash Equivalents and Investments

$99,922,065 | $144,336,514 | $2,228,175 | $144,277,129 | $162,209,625 | $153,146,515 | $9,063,110 |

---

**Signed:**

Vice President, Administrative Services/CFO
## BUDGET REVISION SCHEDULE
FOR SECOND QUARTER 2023-2024

<table>
<thead>
<tr>
<th>BUDGET REVISION NUMBER</th>
<th>DEPARTMENT TITLE</th>
<th>DECEMBER</th>
<th>JANUARY</th>
<th>FEBRUARY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE ACCOUNTS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-12</td>
<td>Align Revenue Budget to FAST:</td>
<td>$1,407,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-20</td>
<td>Recognize Budget Amendment approved by the Board on 1.22.24 for Bond Projects, 1802 Purchase and Vehicle Replacement:</td>
<td>$(1,670,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-22</td>
<td>Recognize Budget Amendment approved by the Board on 2.19.24 for the TRUE Medical Assistant Grant:</td>
<td>$218,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-23</td>
<td>Recognize Budget Amendment approved by the Board on 2.19.24 for the H.S.I. STEM Grant:</td>
<td>$311,396</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL REVENUE:</strong></td>
<td></td>
<td>$52,411,428</td>
<td>$50,741,428</td>
<td>$51,271,024</td>
</tr>
<tr>
<td><strong>EXPENDITURE ACCOUNTS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-05</td>
<td>Reallocation of expenses for Bus, Vans, SUV, Cars:</td>
<td>$50,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-06</td>
<td>Reallocation of expenses for Library:</td>
<td>$1,700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-07</td>
<td>Transfer from Telecom to Security System for Taylor Card Access:</td>
<td>$11,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-08</td>
<td>Transfer from Contingency to Security System for New door access control system:</td>
<td>$22,000, Reallocation of expense from Security System: $27,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-09</td>
<td>Reallocation of expenses for AVP Human Resources:</td>
<td>$50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-10</td>
<td>Reallocation of expenses for Physical Education/Kinesiology:</td>
<td>$50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-11</td>
<td>Transfer from Contingency to Alumni Association:</td>
<td>$5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-13</td>
<td>Reallocation of expenses for Retention and Recruitment:</td>
<td>$2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-14</td>
<td>Reallocation of expenses for Speech:</td>
<td>$1,160</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-15</td>
<td>Reallocation of expenses for Creative Marketing:</td>
<td>$7,338</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-16</td>
<td>Reallocation of expense for Creative Marketing:</td>
<td>$5,220, Reallocation of expenses for Strategic Communications: $13,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-17</td>
<td>Reallocation of expenses for Duplication Center:</td>
<td>$900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-18</td>
<td>Reallocation of expenses for Circle of Support:</td>
<td>$400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-19</td>
<td>Transfer from VP Workforce Development (Micro Credential Funds) to Visual Arts:</td>
<td>$2,500; Music: $2,500; Speech: $2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-21</td>
<td>Reallocation of expenses for Speech:</td>
<td>$1,160</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-22</td>
<td>Recognize Budget Amendment approved by the Board on 2.19.24 for the TRUE Medical Assistant Grant:</td>
<td>$218,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024-23</td>
<td>Recognize Budget Amendment approved by the Board on 2.19.24 for the H.S.I. STEM Grant:</td>
<td>$311,396</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES:</strong></td>
<td></td>
<td>$52,411,428</td>
<td>$52,411,428</td>
<td>$52,941,024</td>
</tr>
</tbody>
</table>
Item 4-I

Consideration of Approval of the 2024-2025 College Catalog

Staff Recommendation: Approval

The Board is asked to approve Temple College’s 2024-2025 Catalog which is managed by the software system, Acalog. Instructions to access the online catalog follow this cover page. The draft catalog has been reviewed by both instructional and student and enrollment services leadership personnel.
You must click on this link for the catalog login page:
https://templejc.acalogadmin.com/login.php

Type in the Username of: board.member
Password is: password
Select the 2024-2025 catalog in the drop box and click on Go.

Click on Catalog Preview.
To: Dr. Ponce & Board of Trustees

From: Brandon Bozon

Date: April 15, 2024

Re: Approval of Amendment to the FY 2024 Budget

Temple College received an additional funding allocation for the Perkins Basic grant. The amount of the award is $40,779, which will increase the total Perkins Basic grant allocation for FY2024 to $207,319. The additional funds will be used towards salaries, equipment, supplies and operating expenses for the grant.

Recommendation: Approve the amendment to the FY 2024 budget to appropriate reflect activity since budget adoption.
# Perkins Basic - Reallocation

## Revenues

<table>
<thead>
<tr>
<th>Account</th>
<th>Revenues</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-01-0-02-162224-401810</td>
<td>C.Perkins Basic Grant : Perkins Basic 23</td>
<td>$40,779.00</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>****</td>
<td><strong>$40,779.00</strong></td>
</tr>
</tbody>
</table>

## Expenditures

<table>
<thead>
<tr>
<th>Accounts</th>
<th>Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-01-5-12-162224-502844</td>
<td>Salaries-Other : Perkins Basic 23-24</td>
<td>$8,240.00</td>
</tr>
<tr>
<td>24-01-5-12-162224-602820</td>
<td>Travel : Perkins Basic 23-24</td>
<td>$984.00</td>
</tr>
<tr>
<td>24-01-5-12-162224-732800</td>
<td>Equip.(Grant) $5000 &amp; Over : Perkins Bas</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>24-01-5-12-162224-603830</td>
<td>OE,Sup,Bks,Serv : Perkins Basic 23-24</td>
<td>$23,555.00</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>****</td>
<td><strong>$40,779.00</strong></td>
</tr>
</tbody>
</table>
Faculty Council Report to the Temple College Board of Trustees
April 15, 2024

Claudia and W.T. Barnhart Award 2024-2025

Congratulations to our current 2023-2024 Claudia and W.T. Barnhart Award winner, Dr. Benjamin Irom, Music and Fine Arts. Dr. Irom has been the inspiration for many students to continue their education and strive for the highest levels of achievement. Dr. Irom gives of himself and his time to help support students through tutoring and extracurricular activities, like music competitions. Dr. Irom also supports Temple College and the community by organizing the Jazz Festival. Please help us congratulate Dr. Benjamin Irom.

As we come to the end of another academic year we start looking to the next. Be aware that nomination requests for the 2024-2025 Claudia and W.T. Barnhart Outstanding Faculty Award will be coming out soon. Please be thinking of a Faculty member you feel is deserving and outstanding. Start preping your nomination letter to be ready.

Faculty Council Elections

WE NEED YOU! Faculty council is conducting elections for all of their committees and executive positions. I would like to thank the many faculty members that have already self-nominated or agreed to be nominated to ballots. We continue to look for more faculty to serve on various committees. Nominations of yourself or another faculty member can be completed at this form link: https://forms.gle/iYCrTzrXjPQ2yUf8. Committee descriptions can be found on the faculty council D2L page. If you need any access to any of these forms because you know somebody who would like to serve, please reach out to me, Erica Perrine at erica.perrine@templejc.edu.

Faculty Achievements

Certificates/Fellowships/Continued Education

Temple College Faculty have a dedication to education and excellence. Research shows that professional development leads to better instruction and improved student learning (University of San Diego, 2024). Students then learn from highly trained educators and are privy to the latest teaching strategies that are shown to be most effective in ensuring positive learning outcomes (University of San Diego, 2024). To achieve excellence many faculty seek out opportunities for growth and development on their own to bring back to their practice as educators here at Temple College.

Congratulations to:

Lance English, Chemistry- American Chemical Society (ACS) Two-Year College (2YC) Community of Practice 2024 Cohort: 12 community college chemistry faculty members across the country to develop active learning modules for general and organic chemistry. We monthly workshops this Spring, develop our modules over the summer, peer review and edit modules over the Fall, then present our work at an ACS conference next year. The Texas Academy of Science (TAS) has been promoting science excellence in the state of Texas since it was
Item 8-A

founded in 1880. TAS is an affiliate of the American Association for the Advancement of Science (AAAS) and our mission is to foster student mentorship and research excellence through our annual scientific meetings and the publication of the Texas Journal of Science. Lance English was voted the new Academic Director for TAS for 2024-2026. This is a Board of Directors position. In addition to normal board member duties, Mr. English is responsible for recruiting new academy members and encouraging members to attend and present at the annual meetings.

Christopher Krejci, English - Published Short Story: Dr. Krejci’s short story "Schrödinger's Craft," which began its life as a play that appeared in Scriptworks' Out of Ink 2021: Perfect Glitch, will be featured on an upcoming episode of the podcast Alphanumeric and published in NonBinary Review #36 Heredity.

Candice Bahnsen, Surgical Technology - Presenter at Disciplines Conference: presented at the 27th Annual Association of Surgical Technologists (AST) National Educator Conference in Orlando, Florida. Her topic was “Innovative Lab: Let Creativity Guide the Way”.

Sponsors of Student Organizations:

Honors Societies:

Phi Theta Kappa (PTK) is the international honor society for students in two-year colleges. Temple College was granted a charter for the Lambda Theta chapter of Phi theta Kappa on Nov. 17, 1960. Sponsor: Ray Stockstad. This year the TC Chapter was awarded with two Texas All-USA Academic Team Members, eight Regional Hall of Honor awards, the Regional Top Print Yearbook award, a Regional Top Chapter Officer award, a Regional Top Chapter Officer Team award, a Regional Outstanding Alumni award, an International Outstanding Member award, a Regional Top Chapter award, and the Regional Friendliest Chapter award. The regional awards recognize us from among the 92 chapters in the Texas Region (the largest region in PTK International). The Outstanding Member Award is only awarded to a select few members from nearly 1300 chapters in ten nations. This coming year, our chapter has been elected to serve as the District V vice-president in the Texas Region, defeating Austin Community College to serve the district’s 19 chapters. Sponsor: Ray Stockstad

Congratulations Ray Stockstad for all your support and work and Congratulations to the students!!

Psi Beta
This national honor society in psychology for community colleges is designed to stimulate, encourage, and recognize scholarship and interest in psychology Sponsor: Christine Simon

Sigma Kappa Delta (English Honor Society) Sponsor: Dr. Christopher Krejci

Student Organizations:

Associate Degree Nursing Student Organization (ADNSO) promotes opportunities to develop experience in contributing to a professional organization and enhances member knowledge of health care concerns or issues. Sponsor: Cynthia Andrews

Association of Respiratory Care Students (ARCS) This organization is designed to promote interest and awareness in Respiratory Care, to further awareness of technological advancements, and to broaden the scope of study in Respiratory Care. Sponsor: David Fry
Association of Student Surgical Technologists (ASST) organization is designed to promote interest in Surgical Technology and to further members’ awareness of technological advancements through workshops, meetings, and visits to medical centers. **Sponsor: Alicia Buck**

Student American Dental Hygienists’ Association (SADHA) the purpose of SADHA is to cultivate, promote, and sustain the art and science of dental hygiene, to represent and safeguard the common interest of members of the dental hygiene profession, and to contribute toward the improvement of the oral health of the public. **Sponsor: Melissa Machalek**

Art Club Provides students with a space to develop artistic skills, enjoy company with like-minded artists. Also offers lessons and activities that cover traditional methods of creating art as well as modern, digital techniques. **Sponsor: Jessica Just**

Association of Texas Professional Educators (ATPE) provides professional development opportunities for education majors. **Sponsor: Tammy Baca**

Baptist Student Ministries (BSM) provides weekly programs of worship, inspiration, and study that will be in keeping with Christian living. **Sponsor: Ruth Bridges**

Business Club gives students who aspire to a career in business the opportunity to join together and learn skills needed to advance in their future careers. The club invites outside business professionals to speak to at meetings, gives training in answering common job interview questions, provides help with resume writing, and sponsors site visits to local employers. **Sponsor: Lisa Keil**

Criminal Justice Club (Lambda Alpha Epsilon) gives students with similar goals the opportunity to join together for social and professional functions. Joining together with law enforcement agencies in the community gives students a better understanding of the complex problems facing law enforcement today. **Sponsor: Stephen Phelps**

Temple College Dance Company 2024 promotes fellowship among dancers in our school as well as surrounding areas by sponsoring activities, performance opportunities and workshops. **Sponsor: Ruth Bridges**

Gay-Straight Alliance (GSA/TCGSA) promotes awareness and educates the campus and the community about the lesbian, gay, bisexual, and alternative sex and gender culture. The group provides support for the lesbian, gay, bisexual and transgender individuals on campus and their families and friends. **Sponsors: Norm Bergeron, Dr. Christopher Krejci**

International Student Association open to students who have interest in international issues. The organization’s motto is “Unity in Diversity,” and it is here to help students share their cultural experiences from different parts of the world while attending Temple College. Events include weekly meetings, general meetings and many cultural activities all year round. **Sponsor: Ruth Bridges**

Young Adult League of United Latin American Citizens (LULAC) this organization is to cultivate a better understanding of the Latin-American culture, to perform services related to Temple College and the community, to promote more interest in Spanish, and to encourage Latin-Americans to continue their education. **Sponsors: Agostine Trevino**
National Association for the Advancement of Colored People (NAACP) is a minority-based organization with an interest in increasing the social awareness of the student body and to educate the campus about issues affecting minority students both on and off campus. The organization is opened to all students. **Sponsor: Adrian Sora**

Psychology Club is a social organization composed of psychology majors and those with an interest in the field of psychology or who want to explore and clarify issues of truth, value and moral concern. The club is for students with an inquiring mind and a passion for knowledge. It is a great way for students to come together and discuss psychology and its place in today’s society. **Sponsor: Christine Simon**

Science Club is for students who are interested in any phase of the sciences. It provides a broad program of interest in biology, physics, and chemistry. The club sponsors field trips to centers of scientific activity and encourages student research reports, and discussions of classical and current topics in science. The club is affiliated with the Texas Academy of Science Collegiate Academy. **Sponsor: Felix Greco**

Society of Physics Students (SPS) is a professional association explicitly designed for students. The only requirement for membership is that you be interested in physics or astronomy. Besides physics majors, members include majors in chemistry, computer science, engineering, geology, mathematics, medicine, and other related fields. The chapter at Temple College is involved with research in stellar evolution. **Sponsor: John McClain**

STEM Club offers co-curricular competitions, events and other activities that help build academic foundations and technical skills in science, technology, engineering and math. The club is a collegiate chapter of SkillsUSA. **Sponsor: Dr. Sandra Melendez**

Student Government Association (SGA) the objectives of the Student Government Association are to assist in the development of the student body, coordinate student activities, seek an understanding of and a solution to student problems, serve as the coordinating body of the social/service organization, and provide student input into the administration of Temple College. **Sponsor: Agostine Trevino**

Student Veterans of America (SVA) provides a social group and support structure to help veterans adjust to and become successful in civilian and college life. It raises awareness for veterans issues and facilitates the dissemination of information to veterans. It also promotes community service and volunteerism as well as organizes worthwhile projects and events pertaining to veterans and their needs and issues. **Sponsor: Patrick Finnegan**
MEMORANDUM
Provost, Academic Affairs and Student Services

To: Dr. Christina Ponce
From: Dr. Susan Guzmán-Treviño
Subject: April 2024 Academic Affairs and Student Services Report

STUDENT SPOTLIGHT: We will highlight students from our nursing student organizations, Amanda Burkhart and Harlee Haley.

OUTSTANDING EMPLOYEE SPOTLIGHT: We will honor Athletic Director and Head Baseball Coach Craig McMurtry for his outstanding record of 800 wins.

eLEARNING, EDUCATION TECHNOLOGIES and ONLINE SERVICES

Texas Statewide Course Sharing Exchange
- Texas Statewide Course Sharing Exchange Program agreement was signed by Susan Guzmán-Treviño and submitted to Texas Higher Education Coordinating Board (THECB).
- The Advisory Group met to discuss the Course Sharing Program, accomplishments, and formal statewide recommendations to be presented to the Commissioner.

THECB Principles of Good Practice (PGP) Certification
- Brian St. Amour met with Dr. Felix Greco to discuss alignment of the PGP with the Quality Enhancement Plan (QEP). They reviewed PGP and discussed course quality standard assessment options. Next steps will be to prepare and present information to deans and department chairs as part of the spring semester workshop meeting.

Publisher Integrations
BibliU
- With the acquisition of Texas Bookstore Company by BibliU in October 2023, eLearning has been working with bookstore representatives to assess the impact to educational materials and D2L integration needs.

SCORM
- The Sharable Content Object Reference Model (SCORM) is designed to facilitate the transfer of content between Learning Management Systems. It standardizes how eLearning courses are created and launched.
- A pilot program is in progress with Dr. Sandra Melendez, Department Chair, Engineering Technology, and Joshua Wilson, Department Chair, Computer Information Science.
Vendor Management
Honorlock Proctoring Solution

- Temple College purchased 1500 users for our contract term of 9/8/2023 - 9/7/2024. Through the end of last month, the percentage of pre-purchased licenses used was 93.80%.

Honorlock usage data as of 3/31:

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<tr>
<th>Usage</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
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<td>12</td>
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<td>Unique Exams</td>
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<td>44</td>
<td>29</td>
<td>74</td>
<td>79</td>
<td>83</td>
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<td>Exams Taken</td>
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<td>819</td>
<td>841</td>
<td>744</td>
<td>609</td>
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ReadSpeaker
- ReadSpeaker solution is integrated into the Brightspace learning platform and provides audio of various document types in the content tool, including exam questions. This will greatly benefit students with accommodations as well as students who prefer auditory to visual.
- A pilot program for students with accommodations requiring exam questions to be read will be implemented and launched during the spring 2024 2nd 8-week term.

Tutor.Com
- Usage data as for Spring semester as of 3/31

<table>
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<th>Current Number of Fall Semester Sessions</th>
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<tbody>
<tr>
<td>Active Students</td>
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<tr>
<td>Average Session Length (minutes)</td>
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<td>Student Rating</td>
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<td>Recommended Rate</td>
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<tr>
<td>Contract Hours Used (hours)</td>
<td>190.28/400</td>
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<tr>
<td>Contract Hours Used (%)</td>
<td>48</td>
</tr>
</tbody>
</table>

Committees
eLearning Advisory Committee
• Discussions are ongoing to utilize the committee to assist in the changes and updates needed for learner and faculty technology resources and tutorials in coordination with the upcoming website launch. Participation will include representatives from SES, ITS, departments, and students.

Center for Teaching and Learning Committee
• Bi-weekly meetings continue, and we are working through plans for an adjunct professional development session on the afternoon of Tuesday, May 28th.

Website Steering Committee
• Department chairs are reviewing their departmental pages and providing the verbiage for the new departmental pages.
• Christa will be participating in the User Training facilitated by Hannon Hill on April 18 along with other division representatives.

Pregnant and Parenting Legislation Committee
• The college is continuing work to identify the needs of students. Anticipating results of the survey sent to students on February 28 to assist in understanding needs and establishing resources.

Policy Manual Review Committee
• Christa Quigley participates in monthly meetings with the next one scheduled for April 4.

ENGINEERING TECHNOLOGY

Important Milestones/achievements for the department, individuals, faculty, or staff
• We will have 16 students compete in SkillsUSA at Houston, Texas this month. We have doubled the enrollment in the academic competitions.

Community Outreach
• March 2, 2024 - Dr. Melendez, Treva Askey, and DeDe Griffith presented at TCCTA, Frisco, Texas.
  o Topic: Micro-credentials and Implementation at Temple College.
    ▪ Dr. Melendez presented at TCCTA.
  o Topic: Implementing Digital Notebooks in your Curriculum using One Note.
    ▪ Dr. Melendez, president of Texas Association of Community College Engineering Educators (TACCEE) hosted annual meeting at TCCTA.
• March 8, 2024 - Dr. Melendez and SkillsUSA STEM club students volunteered at Kennedy- Powell STEM Day.

Upcoming Events
• April 13, 2024 Temple ISD STEM DAY, Dr. Melendez and STEM students will participate.
• April 18 – 20 Mr. Askey, Dr. Melendez and SkillsUSA Students
• April 16 NC3 National Signing Day
- April 22 – 26 NC3 Instructor Training at Temple College Campus.

CHILD DEVELOPMENT

- The department experiences significant growth for this spring semester, grew 334%.
- The department implemented a preservice training module and researched a platform to transfer module to automate responses to students (completion certification).
- The department is working on a realignment of pathways to create a plan for high school students interested teaching/childcare.

EAST WILLIAMSON COUNTY HIGHER EDUCATION CENTERS

- Summer registration is underway and students are gearing up for fall registration by pre-planning their schedules with advisors to be ready for the first day of registration. Fall registration begins April 22nd for all students.
- Enrollment and recruitment staff continue to work with our local high schools by having on-site “Temple Tuesday” visits to assist graduating seniors seeking college admission for fall 2024.
- Student life events this month were centered on Easter and stress management for upcoming finals. Events included lobby games, hidden eggs, and plenty of candy and snacks.
- EWCHEC Student & Community Events this month:
  - April 2 – Hutto ISD Teacher Career Fair, Hutto Center
  - April 5 – TBI Spring Fling, Hutto Center
  - April 11 – Chamber Luncheon, Hutto Center
  - April 12 – Power Breakfast, Hutto Center
  - April 12 – TBI Hutto Silver Cord Ceremony
  - April 13 – STEAM Saturday, Taylor Center
  - April 15 – Taylor Chamber Luncheon, Taylor
  - April 20 – STEAM Saturday, Hutto Center
  - April 23 – Taylor Chamber Growth Symposium
  - April 23 – Hutto Lion’s Club Presentation
  - April 24 – Chamber LEAD Hutto, Hutto Center

STUDENT SERVICES AND ENROLLMENT MANAGEMENT

- Ms. Shannon Bralley, Associate Vice President of Student Services and Enrollment Management will serve as Temple College Lead for the Texas Pathways Institute taking place April 10-12 in Round Rock, Texas.
- Ms. Bralley continues to participate in the Texas Community College Leadership Fellowship program, which will be meeting April 9-10 prior to the Texas Pathways event.
- Ms. Bralley has collaborated with HSI representative Billie Logiudice to coordinate the University Transfer Fair taking place Tuesday, April 2nd.
• National Foundation Rise UP Customer Service Training: Nine staff members from Student Services and Enrollment Management voluntarily participated in customer service training, to include receiving a national certification. These staff members include Abigail Hoglund, Angelita Ybarra, April Jones, Madison Christiansen, Monique Gibson, and Yolanda Jones (Testing), Emily Nicholas (Financial Aid), Laura Rodriguez (Advising), Christal Fiedler (Admissions and Records).

• Poss-Abilities Job Fair, March 22 in the Academic Center:

Departmental Reports

Academic Advising

• Academic Advisors, Ms. Alexz Martinez, Ms. Hattrice Freeman, Ms. Laura Rodriguez, and Mr. Derrick Webb have been assisting students with spring 2024 second 8-week registration, second 8-week add/drops, and summer registration.

• In March 2024, Ms. Bachman, acting Advising Director, reports the Advising Center served 467 students in person.

• On March 4, 2024, Ms. Bachman and Mr. Webb attended a partnership meeting with Texas A&M University – Central Texas.

• Academic advisors have been assisting with completing graduation degree plan substitutions as needed. The academic advisors continue to be the point of contact for syllabus reviews for transfer course equates.

Admissions and Records

• Kaci Robinson was nominated as Admissions and Records Employee of the Month by her colleagues in January at the monthly Admissions team meeting.

• An interview committee, comprised of Suzanna Bachman, Erica Arredondo, Julie Escamilla and Misty Reid, was established to review applicants for the last open Admissions Technician position for the front desk.

• New Hires, Kaci Robinson and Kristi Staebler were welcomed to the Admission team. Ms. Robinson is the new Graduation Specialist, and Ms. Staebler is a technician who works primarily on college transfer course equating.

• Ms. Bachman and Ms. Bland completed 41 grade changes this month.
- Ms. Bland, Ms. Ortega, Ms. Bachman, and Coordinators from EWCHEC have been attending virtual meetings for the Apply Texas website changes.
- Ms. Bland and Ms. Bachman have assisted with processing Never Attended drops and reinstatements as needed for faculty.
- Ms. Bachman presented at the Hutto Preview Day on March 1 and assisted with the college application session.
- Ms. Bland and Ms. Bachman have been adding all new fall 2024 courses and programs into Colleague.
- Ms. Bachman served on the interview committee for Workforce Success Coordinator.
- Graduation letters have been mailed to all spring and summer graduating students, as well as the Commencement Packet emailed. Ms. Robinson continues to check summer applications and is getting commencement processes organized.

**Financial Aid**
- Mary Daniel, Director of Financial Aid, reports for 2023-2024, 1989 learners at Temple College received Pell grants for a total disbursed amount of $6,776,823.6; 1122 learners received Direct Loans for a total disbursed amount of $6,199,441.00.
- For the 23-24 school year 7804 learners have listed Temple College on their Free Application for Federal Student Aid (FASFA).
- The Department of Education has started to release the 2024-2025 FAFSA. We are currently in the testing phase to make sure all the changes are current in Colleague. We plan to start bringing them in live in April.

**Financial Aid Events**
In March we continued with FAFSA (Free Application for Federal Student Aid) presentations and assistance in the schools. Below is a chart to continue from where the last board meeting report was given. Here are the high schools we went to, the staff who covered the event, and the number of attendees.

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>School</th>
<th>Advisor</th>
<th># of Student’s</th>
<th># of parent’s</th>
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<tbody>
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<td>9:00 - 4:00</td>
<td>Temple</td>
<td>Kelly Czapnik</td>
<td>15</td>
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<tr>
<td>2/28/2024</td>
<td>9:00 - 4:00</td>
<td>Temple</td>
<td>Emily Nicholas</td>
<td>21</td>
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<tr>
<td>2/29/2024</td>
<td>4:00 - 7:00</td>
<td>Temple</td>
<td>Emily Nicholas</td>
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<tr>
<td>3/1/2024</td>
<td>9:00 - 12:00</td>
<td>Hutto</td>
<td>Kelly and Emily</td>
<td>180</td>
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<tr>
<td>3/5/2024</td>
<td>6:00 - 8:00</td>
<td>Lake Belton</td>
<td>Sheila McMillan</td>
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<td>0</td>
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<tr>
<td>3/6/2024</td>
<td>10:00 - 6:00</td>
<td>Academy</td>
<td>Mary Daniel</td>
<td>9</td>
<td>4</td>
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</table>

**Retention**
- Ms. Shannon Bralley, Associate Vice President of Student Services and Enrollment Management reports that Ms. Misty Reid has been named Parenting Liaison and Title
IX Deputy Coordinator for Pregnancy Services. Ms. Reid, Student Accommodation’s Coordinator assisted in coordinating the Poss-Abilities Job Fair on Temple College campus Friday, March 22nd. We had 12 vendors, nine employers, 39 young adults, and 50 students from local schools who participated in the event for individuals with special needs to assist with finding services and jobs that would benefit the student.

- Ms. Rebecca Ormsbee, Student Success Coach is in the process of reworking Temple College communication plans to target specific populations with important outreach (emails and texts) at key times.

- Ms. Becky Martinez, Student Success Coach attended a conference in California with the HSI team to learn more about serving students as a Hispanic Serving Institution. Becky had the opportunity to learn from outside institutions as well as to build rapport with Temple College staff from other areas, which will enrich her ability to serve students with all resources the college has to offer.

**Student Life**

- **Upcoming Student Activities for April 2024:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
</table>
  | April 2 | Transfer Fair (PAC)  
  | | Baptist Student Ministries Bible Study |
  | April 4 | LULAC Meeting |
  | April 5 | Spring Fling (Hutto)  
  | | Dance Team Tryouts |
  | April 9 | Baptist Student Ministries Bible Study |
  | April 10 | Leopard Fest |
  | April 11 | Baptist Student Ministries “Prayer Request Table” |
  | April 16 | Baptist Student Ministries Bible Study |
  | April 17 | Spring Fling (Main Campus) |
  | April 18 | LULAC Meeting  
  | | WGU Recruiter/ Information table ASU |
  | April 19 | Dance Team Tryouts |
  | April 20 | Phi Theta Kappa- Induction Ceremony |
  | April 22 | Dance Team Tryout |
  | April 23 | Shakespeare Day “Shakespeare Movie”  
  | | Dance Team Tryout |
  | | Baptist Student Ministries Bible Study |
  | | Gay Straight Alliance Monthly Meeting (Main Campus) |
  | April 24 | Gay Straight Alliance Monthly Check-in (Taylor) |
  | April 25 | Dance Team Tryouts  
  | | Open House (Main Campus) |
  | April 27 | World Theater Day: Movie “Risen” |
  | April 28 | National Superhero Day (Superhero walk around campus & handout candy) |
April 29  International Dance Day (T. C. Dance Company to preform ASU)
April 30  Baptist Student Ministries Bible Study

Testing Center
- Ms. Monique Gibson, Director of Testing presents a comprehensive report on the successful management of the spring 2024 testing periods at the Temple College Testing Centers. Throughout the 16-week and 8-week exam periods, the centers efficiently handled both walk-ins and appointment requests.
- Collaboration with Stephen Phelps enabled the Testing department to administer TCOLE and CASA exams for Adult Education and Literacy programs.
- Additionally, the Testing Center administered midterm and finals for Spring 2024 and began 2nd 8-week exams.
- There has been a notable increase in proctoring services for Temple College class exams, Pearson professional certifications, and exams from external institutions at both Temple and Hutto locations. As the spring 2024 deadlines approach, students are actively testing for program entry, particularly through HESI and TEAS examinations at Temple and Hutto Testing Centers.
- Moreover, the Temple and Hutto Testing Centers have consistently observed a high number of student testers taking the Texas Success Initiative exam (TSIA2) for Spring 2024.

In addition to these core activities, the testing centers have been involved in various other testing initiatives:
- Conducting remote testing for 4 Zoom TSIA2 testers.
- Implementing new Fire Department software (TCFP) with successful outcomes.
- Proctoring exams for 8 CLEP testers, including Holland High School students participating in CLEP testing.
- Participating in TSIA2 testing for Holland ISD in February and March.
- Participating in graduation meetings and SES activities.
- Participating in testing for 22 NHA CMA testers for Workforce Continuing Education.
- Participating in PD: Coaching: Moving People Forward.

These activities demonstrate the Testing Centers' commitment to providing comprehensive testing services and continuous improvement in serving the needs of students and the community.

Veteran Affairs
- Mr. French and Ms. McCauley have entered 144 amendments/enrollments/terminations in the Enrollment Manager system for the March 2024 period. The Enrollment Manager report system tells the VA how many credit hours Veteran students are enrolled in and how much to pay the school and the veteran.
- Students have begun their registrations for the summer 2024 semester. Mr. French has built the sponsorships for the summer term for those who use Chapter 31 and 33
benefits. The sponsorships allow the school to track whose tuition will be paid directly from the VA.

- Mr. French and Ms. McCauley have updated the Texas Veterans Commission application for new degree plans and catalog changes. The application will be sent off at the end of this week. Several new degree plans and certificate programs are requesting new approval along with updates to course time and length. Some programs have also been discontinued by Temple College.
- Mr. French is waiting on the approval of the 2024-2025 school catalog so that he can get ahead of the next application for the Texas Veterans Commission. Currently, Temple College VA is tracking one student pursuing the new Cardiac Sonography degree plan beginning this Fall 2024 semester.

Writing Center and Math Lab
- Mr. Mike Hein, Coordinator, reports the Math Lab (ML) and Writing Center (WC) has seen significant utilization of tutoring sessions by students from February 27, 2024 to March 28, 2024.
- Outreach/collaboration and internal marketing has included the following:
  - working closely with HSI L.E.A.D.S. and their tutors.
  - working with the Math Department to pilot a workshop series.
- Thanks to the continued engagement and input of our tutors, the ML team launched a pilot of a workshop series intended to provide additional support for students needing a review of foundational concepts especially for College Algebra. Multiple sessions were offered over four days covering four key topics during Week 1 and 2 of the second 8 weeks of spring 2024. Advertising focused on Math Department faculty. Attendance was low, but we plan to refine the series and advertising efforts for summer and fall 2024.
- Work continues on a project to expand resources for scholarship writing which will be posted on the WC’s webpages.
- Thanks to the continued engagement and input of our consultants, the WC team added NurseHub to its repository of resources. Our subscription to NurseHub allows students who are studying for the HESI and TEAS exams to access far more practice materials including lessons and practice test questions.
- Mr. Hein continues to work on committees/work groups to ensure the ML is in alignment with TC’s vision and goals.
ITEM 9-A

Consideration of Approval of Faculty Recommended for Tenure Effective Fall 2024

Staff Recommendation: Approval

The Board is asked to approve the following faculty who have met all requirements for the granting of tenure for Temple College. The administration recommends that tenure be granted for fall 2024.

• Heather Chandler – Assistant Professor-Academic Foundations, English
• Dr. Alexander Corbett – Assistant Professor, Music
• Kristen Griffith – Assistant Professor, Economics
• Mark Leech – Assistant Professor, Mathematics
• Donald Sims – Assistant Professor, Respiratory Care
• Joshua Wilson -Assistant Professor, Computer Information Systems

Dr. Guzmán-Treviño will introduce the candidates for Board approval.
MEMORANDUM

PROVOST, VICE PRESIDENT OF ACADEMIC AFFAIRS AND STUDENT SERVICES

To: Dr. Christina Ponce

From: Dr. Susan Guzmán-Treviño

Date: April 15, 2024

RE: Approval of Associate of Science, Engineering Technology, TBI STEM

We are requesting the Board of Trustees approve offering the Associate of Science, Engineering, TBI STEM.

This degree will serve the Texas Bioscience Institute (TBI) students and their particular Science, Technology, Engineering, and Math (STEM) pathway mandates. On April 3, 2024, the college Curriculum Committee voted to approve adding this new degree. If approved by the board, students may enroll in the program for the fall 2024 semester.

Please see Page 2 of this memo for the recommended degree plan.

We appreciate your consideration of this request.
### Associate of Science - Engineering Technology-TBI STEM

<table>
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<th>SCH</th>
<th>SECOND YEAR FALL</th>
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<tr>
<td>ENGL 1301 Composition I</td>
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<tr>
<td>MATH 1414 College Algebra</td>
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<td>ENGL 2322 British Literature (Lang., Phil., Culture)</td>
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1 Students entering the degree plan with College Algebra and/or Pre-Calculus must work with an advisor to ensure the proper math course sequencing is completed for transfer. Advancement to MATH 2420 Differential Equations may be authorized.
MEMORANDUM
Office of the Vice President for Administrative Services

To: Dr. Ponce and Board of Trustees

From: Brandon Bozon and Caleb Hogue

Date: April 15, 2024

Re: Consideration for the approval for installing a Lenel S2 Card Access System for Temple, Hutto, and Taylor Campuses from IES Communications through the DIR cooperative.

Staff Recommendation: Approval

The Board is asked to approve a proposal for installing a Lenel S2 Card Access System for Temple, Hutto, and Taylor Campuses from IES Communications through the DIR cooperative.
Item 9-C

Proposal Approval

Description: Consideration for approval for installing a Lenel S2 Card Access System for Temple, Hutto, and Taylor Campuses from IES Communications through the DIR cooperative.

Recommendation: The Board is asked to approve a proposal for an upgraded Lenel S2 Card Access System for the Temple, Hutto and Taylor campuses for $360,834.04 from IES Communications, through the DIR cooperative.

The College’s existing Honeywell Winpak Card Access System has served the college well since its installation but is no longer supported by Honeywell without a complete systems upgrade. As we were preparing for the design of the 2021 Bond Projects, the Information Technology Services department viewed demos of six top card access systems in the market and chose Lenel S2 by Carrier as our platform of choice for its cross-platform hardware, granular multi-level lockdown capabilities, and integration with our existing video management system and cameras.

The College first met with IES Communications as part of the RFP process for choosing subcontractors for the 2021 Bond Projects projects. IES was awarded the contracts for Data Cabling, Audio-Visual, and Security systems for their pricing structure, lifetime warranties, and extensive portfolio of work including Amazon warehouses and many Texas colleges and universities. The Information Technology Services department continued conversations with IES for walk-throughs and proposals to upgrade all existing infrastructure to allow compatibility with the new building projects. Their proposals include upgrading all existing card readers, door controllers, server equipment, and power supplies, and repairing any doors that are not reporting correctly.

Upgrading our existing buildings with the new Lenel S2 card access system will set the groundwork for integration with new buildings as they are completed and will give the College the flexibility needed to build new policies and procedures for building security and move toward future security projects including two-way paging, building alerting with both audio and visual signs and indicators, and panic buttons in each classroom. This will also give us the ability to integrate the door access system with our existing security cameras to provide synchronization between a physical security event and a camera event to provide a complete picture.
Item 9-C

The Board of Trustees is asked to approve three proposals from IES Communications for the upgrades and installation at the Temple, Hutto, and Taylor campuses for a total of $360,834.04. The contract is offered through The Texas Department of Information Resources (DIR) cooperative, contract DIR-CPO-4813. This cooperative meets the College’s requirements for competitive solicitations found in Texas Education Code 44. The Board of Trustees is also asked to give authority to the Vice President of Administration to approve the contract and to approve any change orders up to the amount allowed by the Texas Education Code 44.0411.

Funds Available:
____ X ___ Budgeted
________ Fund Balance
_______ Other: __________

Approved:

__________________________________  __________________
Brandon Bozon                                      Date
Vice President for Administrative Services
Temple College S2 Temple Locations
Temple College
December 22, 2023

IES Communications, LLC
4801 Freidrich Lane, Suite 108
Austin, TX 78744
www.iescomm.com

Kellyn Burger
Sales Account Manager
kellyn.burger@iescomm.com
(210) 370-2827
## PROJECT INFORMATION

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<td></td>
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## REFERENCED DOCUMENTS

- Temple.pdf
IES Communications, LLC (IES) is pleased to submit for your review and approval the following proposal. Please feel free to contact us with any questions you might have during your review. The following is an outline of IES’s proposal.

IES is providing pricing for the procurement and installation of a Lenel/S2 Access Control System (ACS) for 181 access-controlled doors. IES will reuse the existing cabling, electrified locks, exit devices, and door contacts. ACS will tie into the customer’s existing network.

Project Schedule

- Based on the assumptions made with the information at hand, the estimated timeline for this project will be between 8 and 11 weeks.
- The projected crew size will range from 2-4 techs.
- These techs will work eight-hour shifts between 6:00 am and 6:00 pm M-F to complete a 40 hour work week, per tech.

IES will assign a Project Manager to oversee and coordinate project details with customer representative.

Key Notes & Clarifications

Taxes are included in this pricing.

Standard ceiling height is assumed; any overhead work resulting in the need for man lifts or scaffolding shall result in a change order. Scaffolding to be provided by the GC for multi-trades.

Equipment and material storage is not required for this installation.

HEPA Carts and Caps are not required.

Permit fees and inspections are not included in this pricing.

Standard wage rates are included in this pricing.

Performance & Payment and/or Bid Bonds are not included in this pricing.

OCIP and/or CCIP deducts are not included in this pricing.

All required conduit pathways and backboxes will be provided by the EC/GC. Conduit will be free and clear with an available pull string.

All interior and exterior penetrations will be completed by others.

All 110v power, PDU’s and UPS battery backups to be provided by others.

All door locks and hardware will be provided and installed by the door contractor or general contractor.

Fire alarm connections will be completed by the owner’s fire alarm vendor.

Up to 8-hours of customer training is included for the VSS, ACS and IDS solutions.

Due to extreme supply chain volatility, all material pricing and material delivery schedules are subject to change. IES can only guarantee material pricing for (15) days from quote date.

Due to ongoing, and escalating, macroeconomic conditions, IES reserves the right to reprice labor and materials within 6 months of actual project start.

IES has included a 5% material pricing increase contingency in the base bid. Due to market volatility, supply chain issues, and the long schedule duration, material pricing could increase greater than the allocated 5%. IES reserves the right to issue a change order to cover costs incurred from additional material price increases and product changes based on availability. IES welcomes a conversation with the customer to discuss price increase mitigation strategies.

IES has excluded the costs necessary for compliance with Buy America/Buy American/Made in America requirements. Any additional cost, or time, associated with such requirements will be added as needed.
Scope of Work

Security (307525-001)

Temple

- Cabling - IES will NOT furnish or install.
- Equipment - Provided following the basis of design specified by site and customer conditions:
  - (1) one, access control server.
  - (25) twenty-five, access control panels.
  - (25) twenty-five, power supplies with batteries.
  - (68) sixty-eight, 2 reader boards.
  - (1000) one thousand, credentials.
  - (181) one hundred eighty-one, card readers.
- Installation and Validation:
  - IES technicians will commission the equipment listed.
  - Onsite customer contact will validate and verify functionality prior to scheduled completion.

Notes and Clarifications:

Client Workstations provided and installed by others.

Network Switches provided and installed by others.

IES will remove the existing Honeywell Headend and Power Supplies.

IES will reuse the existing cable, electrified locks, request to exit devices, and door contacts.

IES has included the replacement of 20% of existing door contacts.

Head End
#3 - Newton Science Building
#4 - Library
#5 - Watson Technical Center
#6 - Health & Physical Education
#7 - Performing Arts Center
#8 - Arnold Student Center
#9 - Administration Building
#10 - Nursing Education Center
#14 - One College Center
#15 - Campus Police Station
#18 - Health Science Center
#28 - Pavilion
#33 - Science Lab Building
#34 - New Academic Center
#35 - Carpenter Rehearsal Hall
Assumptions & Exclusions

Assumptions
The following assumptions are included in this proposal:

- Any requested changes to the scope of work require a written change order prior to IES performing the work.
- Equipment rentals are billed monthly.
- Due to extreme supply chain volatility, that all material pricing and material delivery schedules are subject to change. If this impacts the project schedule, IES will discuss with the Customer on how to proceed.

Exclusions
The following are excluded from this proposal:

- Supply or install conduit.
- Supply or install any electrical.
- Architecture, engineer design, consulting fees, or engineered stamped drawings.
- Costs associated with parking.
- Improvement to building grounding system.
- Cutting, patching, and painting of finished surfaces.
- Concrete and asphalt cutting or patching.
- Coring and drilling of walls, floors, footers or headers.
- Modifications to correct existing code/building violations or upgrade of systems to comply with State or City codes.
- Underground trenching or boring.
- Labor to move furniture, PC, or other end user equipment that will preclude IES from performing their duties. Technicians must have free and clear access to all areas where their work is being performed.
IES Standards

Safety
At IES Communications, LLC (IES), the safety of our employees has always and will always come first. Safety is built directly into our organizational structure as a fundamental core value at IES. Our Director of Safety is accountable directly to the CEO. Supervision thoroughly instructs all employees in the safety practices applicable to their work and provides safety updates on every project.

Our safety goals are simple: no injuries and no time lost due to accidents. Our exceptional safety record directly results from the processes and procedures put in place to empower our staff to take action or even stop work when safety is a concern. From the careful screening and onboarding of employees to institutionalized and continuous training to rigorous ongoing safety programs and safety updates on every project, safety is a fundamental value integrated into our culture – it is essential to our operational excellence. Our Safety Program includes New Employee Orientation, Safety Expectations, Communications and Reporting, Incident Reports, Energized Electrical Training, and much more. Additionally, each employee must complete a site orientation before beginning work on any job site, which includes knowing the location of the safety program, specific hazards present on each site, site requirements for safety, and employees are made aware of emergency action plans.

Environment and Sustainability
IES management is committed to protecting human health and natural resources, promoting environmental stewardship, and implementing innovative environmental technologies and practices. Our Sustainability Program is well communicated to all employees and enforced wherever and whenever we do business. Our goal is to perform all work responsibly and purposefully, seize opportunities to minimize our environmental impact, and collaborate with vendors and customers to establish procedures structured with a conservative approach. This same culture is adopted by our customers, who are witnessing significant strides in sustainability and stepping closer to their net-zero carbon goals. IES is helping the stakeholders transform these structures into energy-efficient and sustainable buildings of the future.

Quality
Every project needs the right team to get the job done. All IES operations occur with fluent interaction between colleagues, sharing all knowledge gained, written and verbal, with each process, policy, and procedure documented and agreed upon before implementation. This creates a seamless and effective transition from the initial stages of design, installation, and maintenance of a project to reduce risk and facilitate an effective progression plan through consistent communication, milestones, measurable goals, and regular progress meetings.

In addition to clear communication during every stage of the project lifecycle, having the right tools and approaches is vital. IES utilizes a proprietary estimating, project and service management, and costing platform, a complete and detailed system to monitor and manage quality and consistency throughout the entire lifespan of your project. With customer satisfaction as a top priority, this system is flexible and easily customizable to ensure your unique needs are met.

IES also utilizes customizable apps for both Safety and QA management. These interactive tools provide metrics on service performance, enhance operational capabilities to streamline project execution processes, mitigate infrastructure requirement gaps, and prioritize customer satisfaction through survey and reporting features. Implementing these collaborative customer-focused workspaces enhances our operational and service capabilities.

Recruiting
The IES recruitment team works quickly to seek out, hire, and onboard the most talented employees from a diverse candidate pool. Every new hire must pass a background check and drug screen. Additional screening is completed as required by the customer.

As an ally to all candidates, our recruiters focus on providing competitive wages and benefits to poise all employees for a long-lasting and rewarding career with IES.
Diversity and Inclusivity

IES is an Equal Opportunity Employer dedicated to offering all qualified candidates and employees the same hiring, training, compensation, transfer, promotion, and other aspects of employment opportunities regardless of race, color, sex, gender identity, sexual orientation, religion, marital status, age, national origin, disability, protected veteran status, or any other status legally protected by federal, state, or local laws.

True diversity and inclusion in the workplace are achieved through commitment, accountability, and follow-through from the leadership of an organization. IES employees lead with fairness, transparency, and an open mind.

Our employees' talent, diversity, and commitment are essential to our vision, culture, and success. By creating an inclusive work environment, our employees bring their whole, authentic selves to work, resulting in a more productive and unified team. The more we collaborate and value difference, the closer we get to living in a genuinely inclusive community.

Our pledge to diversity extends to supporting, mentoring, and sponsoring our communities of small business entities. IES provides a comprehensive Small Business Program to manage, analyze, and track the diversity of our network of small business entities that represent IES. In addition, we have an extremely stringent onboarding, oversight, mentoring, and review program to ensure that our partners act in a manner congruent with our professionalism, standard of safety, quality, training, and service excellence.

Employee Development

Employees play a crucial role in the success of any organization. Quality work comes from qualified staff. A phrase that can be heard often from our team is "Training never stops." Our work environment fosters collaboration, promotes learning, and nurtures a strong company culture. Every employee receives core training for their position and has access to additional courses to enhance their growth as an individual. Since much of our workforce is comprised of field teams, IES offers several technical courses and certifications to make the field stronger and more confident in its onsite skills. This includes comprehensive training on identifying the right technologies based on project scale, cost-effective implementation practices, and infrastructure support. This is one of the many reasons IES can bring unmatched quality to your project, regardless of scale. IES's workforce also participates in our manufacturing partners' training and certification courses. Its specialists meticulously install and integrate the products, ensuring the longevity envisioned by the manufacturers, who trust IES, with its 38 years of industry experience, to conduct training programs on their behalf. With seven BICSI Authorized Training Facilities (ATFs), technical, safety, quality, and "soft skills" training such as customer service training, IES employees are provided the tools to build a fulfilling career with opportunities for growth, development, and a clear path to achieve their professional and personal goals.
General Terms & Conditions

A current Master Service Agreement or other previously agreed contract terms between Contractor and Customer may supersede the below terms:

Terms of Payment
The customer identified in this document (“Customer”) agrees to pay IES Communications, LLC (“Contractor”) the total purchase price, plus applicable sales tax, listed for the material and labor used as outlined in this Purchase Agreement. Material balance will be due upon the Customer’s acceptance. Contractor will provide labor progress invoices for work performed in association with this Purchase Agreement. All invoices are due no later than 30 days from receipt. If the customer elects to finance the services and equipment on this Purchase Agreement through one of the Contractor’s third-party authorized leasing sources, an initial deposit of 20% is required at signing this Purchase Agreement. The Contractor’s finance department must approve special arrangements or terms other than stated herein.

Taxes may be included in this proposal’s pricing, and customer is responsible for such taxes unless and until customer provides a valid, unexpired tax exemption certificate for the state where the work is being performed. Any tax-free proposal pricing that IES may provide for customer’s convenience is non-binding, provided for informational purposes only, and is strictly contingent upon customer timely providing a valid, unexpired tax exemption certificate.

Late Charges on Past Due Accounts
Customer agrees to pay Contractor the lesser of (a) the highest interest rate allowed by law or (b) 1.5% interest per month (an annual rate of 18%) on any unpaid balance after the due date.

Expedite Charge
To avoid an expedited shipping charge, Contractor must receive a signed Purchase Agreement and purchase order (if Customer’s purchasing policy requires that a purchase order be issued) five (5) business days prior to commencing the work. Customer is responsible for Contractor’s additional expediting costs incurred due to Customer’s failure to timely return a signed Purchase Agreement (and PO, if applicable). The additional costs of any special rush requests, if not included in this Purchase Agreement’s pricing, will be invoiced separately and subject to a ten percent (10%) markup.

Timeline
Customer acknowledges that if the project is delayed or accelerated due to reasons beyond the reasonable control of Contractor, that Contractor may incur additional expenses. Such expenses may include but are not limited to employee wages, materials, mileage, travel/lodging, design, and re-engineering fees. Upon Contractor’s providing a written change order for any such additional costs, Customer will timely reimburse Contractor at Contractor’s standard rate or rates.

Change in Scope
Any change to the scope of work, as specified in this Purchase Agreement, which is requested by the customer or its duly authorized representative, may only be effected through a written, mutually executed change order. The change order must be signed by an authorized representative of the Customer, and an additional purchase order, or an amendment to the original purchase order, issued. All change orders to the original scope of work shall be governed by these General Terms and Conditions. Any preprinted terms or conditions on the Customer’s purchase order form are expressly null and void, and the services and/or materials stated in any such purchase order shall be subject to these General Terms and Conditions.
Cancellation
Customer acknowledges that this is a non-cancelable Purchase Agreement. If Customer elects to return any material or equipment delivered as part of this Purchase Agreement, it must be unused and in its original packaging. Customer will be liable for any restocking or similar return fees incurred by Contractor, at a rate equal to the amount charged to Contractor, on all returned material and equipment. Customer will also be liable for any and all labor hours performed at the Contractor’s standard hourly rate. Contractor shall have the right to suspend work and/or terminate this Purchase Agreement upon notice and without further liability, if the Customer defaults on its payment obligations hereunder and such default remains uncured after seven (7) days written notice.

Customer Responsibilities
Unless stated otherwise in the General Notes, Exclusions, and Clarifications section of this contract, it is the responsibility of the customer to provide the following:

- A safe and secure location for storing all materials and equipment related to this project.
- Copies of floor plans (electronic CAD files preferred in the DWG or DXF format), including the furniture layout and outlet locations (outlet locations may be hand-drawn).
- Adequate environment at the worksite (appropriate ventilation, lighting, access, etc.).
- A single point of contact for the duration of the project.

Hazardous Materials
Customer acknowledges that the scope of work performed by IES shall not include the identification, detection, abatement, encapsulation, or removal of hazardous materials or products containing hazardous materials, including but not limited to, asbestos and lead. The Customer shall be solely responsible for identifying and notifying IES of any potential presence of hazardous materials on the project site before commencing any work. The Customer also agrees to promptly disclose any relevant information regarding hazardous materials that may impact the safety or feasibility of the project. If the presence of hazardous materials is discovered during the project, IES may, at its sole discretion, suspend the project until the Customer addresses the hazardous materials in accordance with all applicable regulations and provides abatement plans to IES prior to commencing any work. Any additional costs incurred due to the project suspension or modifications shall be the responsibility of the Customer.

Limitation
All prices remain in effect for fifteen (15) days from the date of this Purchase Agreement.

Dispute Resolution, Governing Law, Venue, Attorney’s Fees
In the event of a dispute arising under this Purchase Agreement, the complaining party shall give the other party a comprehensive, reasonably detailed written notice of its claim(s), which notice shall include appropriate supporting documentation. Within seven (7) days of the date of the notice, the parties’ authorized representatives shall meet (virtually or in-person) and confer in an effort to resolve the dispute amicably. If the parties fail to resolve the dispute at such meeting, then either party may submit the dispute for nonbinding mediation. Either party may initiate submission of the dispute to mediation upon written notice to the other party. The parties shall mutually agree on a single, qualified, neutral, independent mediator, and the parties shall split the mediator’s fee. Each party shall participate in the mediation in good faith and shall send to the mediator a representative with full settlement authority. If mediation fails to resolve the dispute, then either party may issue a notice of demand for arbitration to (1) the other party and (2) the filing party’s choice of arbitrator or dispute resolution provider, but mediation is a condition precedent to either party’s right to demand arbitration. Any arbitration hereunder shall be governed by the arbitration provider’s applicable construction-industry arbitration rules and procedures or the set of JAMS, AAA, or CPR rules and procedures otherwise agreed upon by the parties. Texas law shall govern any disputes hereunder without regard for its conflict of laws principles, and any mediation or arbitration of disputes hereunder shall take place in the greater Phoenix, AZ metro area.
General Terms & Conditions

Insurance
Contractor will maintain the following types of insurance coverage and liability limits:

- Commercial automobile insurance for all non-owned vehicles, covering bodily injury and property damage, with a limit of $1,000,000 for each occurrence.
- Commercial general liability insurance covering bodily injury, property damage, and contractual liability, with a limit of $3,000,000 for each occurrence and $6,000,000 general aggregate.
- Workers’ compensation, with the statutory requirement for coverage.

Additional Insured
IES will name Customer as an additional insured on IES Communications, LLC’s general liability policy.

Waiver of Subrogation
Rights of subrogation under the policies listed above will be waived in favor of the Customer.

Certification
IES will provide the Customer with a certificate of insurance confirming all insurance.
The total sum for this proposal is **$348,601.49**, which includes all applicable tax, material, labor, equipment, supplies, travel expenses, and misc. expenses.

For tax exempt customers, taxes may be included in this proposal’s pricing. The customer is responsible for such taxes unless and until IES receives a valid, unexpired tax exemption certificate for the state where the work is being performed.

Excluded from this proposal, are any adds, moves, or changes during the project, which will be billed separately from the original proposal.

**Temple College-307525-001**

By signing below, I am accepting this proposal and the attached terms and conditions.

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*Other may include shipping, permits, parking, travel, lift rentals, etc.*
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Temple College S2 Conversion Hutto
Temple College
December 22, 2023

IES Communications, LLC
4801 Freidrich Lane, Suite 108
Austin, TX 78744
www.iescomm.com

Kellyn Burger
Sales Account Manager
kellyn.burger@iescomm.com
(210) 370-2827
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<td><a href="mailto:kellyn.burger@iescomm.com">kellyn.burger@iescomm.com</a></td>
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IES Communications, LLC (IES) is pleased to submit for your review and approval the following proposal. Please feel free to contact us with any questions you might have during your review. The following is an outline of IES’s proposal.

IES is providing pricing for the procurement and installation of a Lenel/S2 Access Control System (ACS) for 16 access-controlled doors. IES will reuse the existing cabling, electrified locks, exit devices, and door contacts. ACS will tie into the customer’s existing network.

**Project Schedule**

- Based on the assumptions made with the information at hand, the estimated timeline for this project will be between 1 and 2 weeks.
- The projected crew size will range from 2-3 techs.
- These techs will work eight-hour shifts between 6:00 am and 6:00 pm M-F to complete a 40 hour work week, per tech.

IES will assign a Project Manager to oversee and coordinate project details with customer representative.

**Key Notes & Clarifications**

Taxes are included in this pricing.

Standard ceiling height is assumed; any overhead work resulting in the need for man lifts or scaffolding shall result in a change order. Scaffolding to be provided by the GC for multi-trades.

Equipment and material storage is not required for this installation.

HEPA Carts and Caps are not required.

Permit fees and inspections are not included in this pricing.

Standard wage rates are included in this pricing.

Performance & Payment and/or Bid Bonds are not included in this pricing.

OCIP and/or CCIP deducts are not included in this pricing.

All required conduit pathways and backboxes will be provided by the EC/GC. Conduit will be free and clear with an available pull string.

All interior and exterior penetrations will be completed by others.

All 110v power, PDU’s and UPS battery backups to be provided by others.

All door locks and hardware will be provided and installed by the door contractor or general contractor.

Fire alarm connections will be completed by the owner’s fire alarm vendor.

Up to 8-hours of customer training is included for the VSS, ACS and IDS solutions.

Due to extreme supply chain volatility, all material pricing and material delivery schedules are subject to change. IES can only guarantee material pricing for (15) days from quote date.

Due to ongoing, and escalating, macroeconomic conditions, IES reserves the right to reprice labor and materials within 6 months of actual project start.

IES has included a 5% material pricing increase contingency in the base bid. Due to market volatility, supply chain issues, and the long schedule duration, material pricing could increase greater than the allocated 5%. IES reserves the right to issue a change order to cover costs incurred from additional material price increases and product changes based on availability. IES welcomes a conversation with the customer to discuss price increase mitigation strategies.

IES has excluded the costs necessary for compliance with Buy America/Buy American/Made in America requirements. Any additional cost, or time, associated with such requirements will be added as needed.
Scope of Work

Security (307894-001)

Hutto

- Cabling - IES will NOT furnish or install.
- Equipment - Provided following the basis of design specified by site and customer conditions:
  - (4) four, access control panels.
  - (4) four, power supplies with batteries.
  - (5) five, 2 reader boards.
  - (16) sixteen, card readers.
- Installation and Validation:
  - IES technicians will commission the equipment listed.
  - Onsite customer contact will validate and verify functionality prior to scheduled completion.

Notes and Clarifications:
Client Workstations provided and installed by others.
Network Switches provided and installed by others.
IES will remove the existing Honeywell Headend and Power Supplies.
IES will reuse the existing cable, electrified locks, request to exit devices, and door contacts.
IES has included the replacement of 20% of existing door contacts.

#1 - EWCHEC
Assumptions & Exclusions

Assumptions
The following assumptions are included in this proposal:

- Any requested changes to the scope of work require a written change order prior to IES performing the work.
- Equipment rentals are billed monthly.
- Due to extreme supply chain volatility, that all material pricing and material delivery schedules are subject to change. If this impacts the project schedule, IES will discuss with the Customer on how to proceed.

Exclusions
The following are excluded from this proposal:

- Supply or install conduit.
- Supply or install any electrical.
- Architecture, engineer design, consulting fees, or engineered stamped drawings.
- Costs associated with parking.
- Improvement to building grounding system.
- Cutting, patching, and painting of finished surfaces.
- Concrete and asphalt cutting or patching.
- Coring and drilling of walls, floors, footers or headers.
- Modifications to correct existing code/building violations or upgrade of systems to comply with State or City codes.
- Underground trenching or boring.
- Labor to move furniture, PC, or other end user equipment that will preclude IES from performing their duties. Technicians must have free and clear access to all areas where their work is being performed.
IES Standards

Safety
At IES Communications, LLC (IES), the safety of our employees has always and will always come first. Safety is built directly into our organizational structure as a fundamental core value at IES. Our Director of Safety is accountable directly to the CEO. Supervision thoroughly instructs all employees in the safety practices applicable to their work and provides safety updates on every project.

Our safety goals are simple: no injuries and no time lost due to accidents. Our exceptional safety record directly results from the processes and procedures put in place to empower our staff to take action or even stop work when safety is a concern. From the careful screening and onboarding of employees to institutionalized and continuous training to rigorous ongoing safety programs and safety updates on every project, safety is a fundamental value integrated into our culture – it is essential to our operational excellence. Our Safety Program includes New Employee Orientation, Safety Expectations, Communications and Reporting, Incident Reports, Energized Electrical Training, and much more. Additionally, each employee must complete a site orientation before beginning work on any job site, which includes knowing the location of the safety program, specific hazards present on each site, site requirements for safety, and employees are made aware of emergency action plans.

Environment and Sustainability
IES management is committed to protecting human health and natural resources, promoting environmental stewardship, and implementing innovative environmental technologies and practices. Our Sustainability Program is well communicated to all employees and enforced wherever and whenever we do business. Our goal is to perform all work responsibly and purposefully, seize opportunities to minimize our environmental impact, and collaborate with vendors and customers to establish procedures structured with a conservative approach. This same culture is adopted by our customers, who are witnessing significant strides in sustainability and stepping closer to their net-zero carbon goals. IES is helping the stakeholders transform these structures into energy-efficient and sustainable buildings of the future.

Quality
Every project needs the right team to get the job done. All IES operations occur with fluent interaction between colleagues, sharing all knowledge gained, written and verbal, with each process, policy, and procedure documented and agreed upon before implementation. This creates a seamless and effective transition from the initial stages of design, installation, and maintenance of a project to reduce risk and facilitate an effective progression plan through consistent communication, milestones, measurable goals, and regular progress meetings.

In addition to clear communication during every stage of the project lifecycle, having the right tools and approaches is vital. IES utilizes a proprietary estimating, project and service management, and costing platform, a complete and detailed system to monitor and manage quality and consistency throughout the entire lifespan of your project. With customer satisfaction as a top priority, this system is flexible and easily customizable to ensure your unique needs are met.

IES also utilizes customizable apps for both Safety and QA management. These interactive tools provide metrics on service performance, enhance operational capabilities to streamline project execution processes, mitigate infrastructure requirement gaps, and prioritize customer satisfaction through survey and reporting features. Implementing these collaborative customer-focused workspaces enhances our operational and service capabilities.

Recruiting
The IES recruitment team works quickly to seek out, hire, and onboard the most talented employees from a diverse candidate pool. Every new hire must pass a background check and drug screen. Additional screening is completed as required by the customer.

As an ally to all candidates, our recruiters focus on providing competitive wages and benefits to poise all employees for a long-lasting and rewarding career with IES.
Diversity and Inclusivity

IES is an Equal Opportunity Employer dedicated to offering all qualified candidates and employees the same hiring, training, compensation, transfer, promotion, and other aspects of employment opportunities regardless of race, color, sex, gender identity, sexual orientation, religion, marital status, age, national origin, disability, protected veteran status, or any other status legally protected by federal, state, or local laws.

True diversity and inclusion in the workplace are achieved through commitment, accountability, and follow-through from the leadership of an organization. IES employees lead with fairness, transparency, and an open mind.

Our employees' talent, diversity, and commitment are essential to our vision, culture, and success. By creating an inclusive work environment, our employees bring their whole, authentic selves to work, resulting in a more productive and unified team. The more we collaborate and value difference, the closer we get to living in a genuinely inclusive community.

Our pledge to diversity extends to supporting, mentoring, and sponsoring our communities of small business entities. IES provides a comprehensive Small Business Program to manage, analyze, and track the diversity of our network of small business entities that represent IES. In addition, we have an extremely stringent onboarding, oversight, mentoring, and review program to ensure that our partners act in a manner congruent with our professionalism, standard of safety, quality, training, and service excellence.

Employee Development

Employees play a crucial role in the success of any organization. Quality work comes from qualified staff. A phrase that can be heard often from our team is "Training never stops." Our work environment fosters collaboration, promotes learning, and nurtures a strong company culture. Every employee receives core training for their position and has access to additional courses to enhance their growth as an individual. Since much of our workforce is comprised of field teams, IES offers several technical courses and certifications to make the field stronger and more confident in its onsite skills. This includes comprehensive training on identifying the right technologies based on project scale, cost-effective implementation practices, and infrastructure support. This is one of the many reasons IES can bring unmatched quality to your project, regardless of scale. IES's workforce also participates in our manufacturing partners' training and certification courses. Its specialists meticulously install and integrate the products, ensuring the longevity envisioned by the manufacturers, who trust IES, with its 38 years of industry experience, to conduct training programs on their behalf. With seven BICSI Authorized Training Facilities (ATFs), technical, safety, quality, and "soft skills" training such as customer service training, IES employees are provided the tools to build a fulfilling career with opportunities for growth, development, and a clear path to achieve their professional and personal goals.
General Terms & Conditions

A current Master Service Agreement or other previously agreed contract terms between Contractor and Customer may supersede the below terms:

Terms of Payment
The customer identified in this document ("Customer") agrees to pay IES Communications, LLC ("Contractor") the total purchase price, plus applicable sales tax, listed for the material and labor used as outlined in this Purchase Agreement. Material balance will be due upon the Customer’s acceptance. Contractor will provide labor progress invoices for work performed in association with this Purchase Agreement. All invoices are due no later than 30 days from receipt. If the customer elects to finance the services and equipment on this Purchase Agreement through one of the Contractor’s third-party authorized leasing sources, an initial deposit of 20% is required at signing this Purchase Agreement. The Contractor’s finance department must approve special arrangements or terms other than stated herein.

Taxes may be included in this proposal’s pricing, and customer is responsible for such taxes unless and until customer provides a valid, unexpired tax exemption certificate for the state where the work is being performed. Any tax-free proposal pricing that IES may provide for customer’s convenience is non-binding, provided for informational purposes only, and is strictly contingent upon customer timely providing a valid, unexpired tax exemption certificate.

Late Charges on Past Due Accounts
Customer agrees to pay Contractor the lesser of (a) the highest interest rate allowed by law or (b) 1.5% interest per month (an annual rate of 18%) on any unpaid balance after the due date.

Expedite Charge
To avoid an expedited shipping charge, Contractor must receive a signed Purchase Agreement and purchase order (if Customer’s purchasing policy requires that a purchase order be issued) five (5) business days prior to commencing the work. Customer is responsible for Contractor’s additional expediting costs incurred due to Customer’s failure to timely return a signed Purchase Agreement (and PO, if applicable). The additional costs of any special rush requests, if not included in this Purchase Agreement’s pricing, will be invoiced separately and subject to a ten percent (10%) markup.

Timeline
Customer acknowledges that if the project is delayed or accelerated due to reasons beyond the reasonable control of Contractor, that Contractor may incur additional expenses. Such expenses may include but are not limited to employee wages, materials, mileage, travel/lodging, design, and re-engineering fees. Upon Contractor’s providing a written change order for any such additional costs, Customer will timely reimburse Contractor at Contractor’s standard rate or rates.

Change in Scope
Any change to the scope of work, as specified in this Purchase Agreement, which is requested by the customer or its duly authorized representative, may only be effected through a written, mutually executed change order. The change order must be signed by an authorized representative of the Customer, and an additional purchase order, or an amendment to the original purchase order, issued. All change orders to the original scope of work shall be governed by these General Terms and Conditions. Any preprinted terms or conditions on the Customer’s purchase order form are expressly null and void, and the services and/or materials stated in any such purchase order shall be subject to these General Terms and Conditions.
Cancellation
Customer acknowledges that this is a non-cancelable Purchase Agreement. If Customer elects to return any material or equipment delivered as part of this Purchase Agreement, it must be unused and in its original packaging. Customer will be liable for any restocking or similar return fees incurred by Contractor, at a rate equal to the amount charged to Contractor, on all returned material and equipment. Customer will also be liable for any and all labor hours performed at the Contractor’s standard hourly rate. Contractor shall have the right to suspend work and/or terminate this Purchase Agreement upon notice and without further liability, if the Customer defaults on its payment obligations hereunder and such default remains uncured after seven (7) days written notice.

Customer Responsibilities
Unless stated otherwise in the General Notes, Exclusions, and Clarifications section of this contract, it is the responsibility of the customer to provide the following:

- A safe and secure location for storing all materials and equipment related to this project.
- Copies of floor plans (electronic CAD files preferred in the DWG or DXF format), including the furniture layout and outlet locations (outlet locations may be hand-drawn).
- Adequate environment at the worksite (appropriate ventilation, lighting, access, etc.).
- A single point of contact for the duration of the project.

Hazardous Materials
Customer acknowledges that the scope of work performed by IES shall not include the identification, detection, abatement, encapsulation, or removal of hazardous materials or products containing hazardous materials, including but not limited to, asbestos and lead. The Customer shall be solely responsible for identifying and notifying IES of any potential presence of hazardous materials on the project site before commencing any work. The Customer also agrees to promptly disclose any relevant information regarding hazardous materials that may impact the safety or feasibility of the project. If the presence of hazardous materials is discovered during the project, IES may, at its sole discretion, suspend the project until the Customer addresses the hazardous materials in accordance with all applicable regulations and provides abatement plans to IES prior to commencing any work. Any additional costs incurred due to the project suspension or modifications shall be the responsibility of the Customer.

Limitation
All prices remain in effect for fifteen (15) days from the date of this Purchase Agreement.

Dispute Resolution, Governing Law, Venue, Attorney’s Fees
In the event of a dispute arising under this Purchase Agreement, the complaining party shall give the other party a comprehensive, reasonably detailed written notice of its claim(s), which notice shall include appropriate supporting documentation. Within seven (7) days of the date of the notice, the parties’ authorized representatives shall meet (virtually or in-person) and confer in an effort to resolve the dispute amicably. If the parties fail to resolve the dispute at such meeting, then either party may submit the dispute for nonbinding mediation. Either party may initiate submission of the dispute to mediation upon written notice to the other party. The parties shall mutually agree on a single, qualified, neutral, independent mediator, and the parties shall split the mediator’s fee. Each party shall participate in the mediation in good faith and shall send to the mediation a representative with full settlement authority. If mediation fails to resolve the dispute, then either party may issue a notice of demand for arbitration to (1) the other party and (2) the filing party’s choice of arbitrator or dispute resolution provider, but mediation is a condition precedent to either party’s right to demand arbitration. Any arbitration hereunder shall be governed by the arbitration provider’s applicable construction-industry arbitration rules and procedures or the set of JAMS, AAA, or CPR rules and procedures otherwise agreed upon by the parties. Texas law shall govern any disputes hereunder without regard for its conflict of laws principles, and any mediation or arbitration of disputes hereunder shall take place in the greater Phoenix, AZ metro area.
General Terms & Conditions

Insurance
Contractor will maintain the following types of insurance coverage and liability limits:

- Commercial automobile insurance for all non-owned vehicles, covering bodily injury and property damage, with a limit of $1,000,000 for each occurrence.
- Commercial general liability insurance covering bodily injury, property damage, and contractual liability, with a limit of $3,000,000 for each occurrence and $6,000,000 general aggregate.
- Workers’ compensation, with the statutory requirement for coverage.

Additional Insured
IES will name Customer as an additional insured on IES Communications, LLC’s general liability policy.

Waiver of Subrogation
Rights of subrogation under the policies listed above will be waived in favor of the Customer.

Certification
IES will provide the Customer with a certificate of insurance confirming all insurance.
The total sum for this proposal is **$29,770.44**, which includes all applicable tax, material, labor, equipment, supplies, travel expenses, and misc. expenses.

For tax exempt customers, taxes may be included in this proposal’s pricing. The customer is responsible for such taxes unless and until IES receives a valid, unexpired tax exemption certificate for the state where the work is being performed.

Excluded from this proposal, are any adds, moves, or changes during the project, which will be billed separately from the original proposal.

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### Temple College-307894-001

By signing below, I am accepting this proposal and the attached terms and conditions.

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Temple College S2 Conversion Taylor
Temple College
December 22, 2023

IES Communications, LLC
4801 Freidrich Lane, Suite 108
Austin, TX 78744
www.iescomm.com

Kellyn Burger
Sales Account Manager
kellyn.burger@iescomm.com
(210) 370-2827
# Project Brief

## PROJECT INFORMATION

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## CUSTOMER CONTACT

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<tr>
<th>ACCOUNT MANAGER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kellyn Burger</td>
</tr>
<tr>
<td>Sales Account Manager</td>
</tr>
<tr>
<td>(210) 370-2827</td>
</tr>
<tr>
<td><a href="mailto:kellyn.burger@iescomm.com">kellyn.burger@iescomm.com</a></td>
</tr>
</tbody>
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## REFERENCED DOCUMENTS

- Formal Quote_Q00BMHC8.pdf
IES Communications, LLC (IES) is pleased to submit for your review and approval the following proposal. Please feel free to contact us with any questions you might have during your review. The following is an outline of IES’s proposal.

IES is providing pricing for the procurement and installation of a Lenel/S2 Access Control System (ACS) for 7 access-controlled doors. IES will reuse the existing cabling, electrified locks, exit devices, and door contacts. ACS will tie into the customer’s existing network.

Project Schedule

- Based on the assumptions made with the information at hand, the estimated timeline for this project will be between 1 and 2 weeks.
- The projected crew size will range from 1-2 techs.
- These techs will work eight-hour shifts between 6:00 am and 6:00 pm M-F to complete a 40 hour work week, per tech.

IES will assign a Project Manager to oversee and coordinate project details with customer representative.

Key Notes & Clarifications

- Taxes are included in this pricing.
- Standard ceiling height is assumed; any overhead work resulting in the need for man lifts or scaffolding shall result in a change order. Scaffolding to be provided by the GC for multi-trades.
- Equipment and material storage is not required for this installation.
- HEPA Carts and Caps are not required.
- Permit fees and inspections are not included in this pricing.
- Standard wage rates are included in this pricing.
- Performance & Payment and/or Bid Bonds are not included in this pricing.
- OCIP and/or CCIP deducts are not included in this pricing.
- All required conduit pathways and backboxes will be provided by the EC/GC. Conduit will be free and clear with an available pull string.
- All interior and exterior penetrations will be completed by others.
- All 110v power, PDU’s and UPS battery backups to be provided by others.
- All door locks and hardware will be provided and installed by the door contractor or general contractor.
- Fire alarm connections will be completed by the owner’s fire alarm vendor.
- Up to 8-hours of customer training is included for the VSS, ACS and IDS solutions.
- Due to extreme supply chain volatility, all material pricing and material delivery schedules are subject to change. IES can only guarantee material pricing for (15) days from quote date.
- Due to ongoing, and escalating, macroeconomic conditions, IES reserves the right to reprice labor and materials within 6 months of actual project start.
- IES has included a 5% material pricing increase contingency in the base bid. Due to market volatility, supply chain issues, and the long schedule duration, material pricing could increase greater than the allocated 5%. IES reserves the right to issue a change order to cover costs incurred from additional material price increases and product changes based on availability.
- IES welcomes a conversation with the customer to discuss price increase mitigation strategies.
- IES has excluded the costs necessary for compliance with Buy America/Buy American/Made in America requirements. Any additional cost, or time, associated with such requirements will be added as needed.
Scope of Work

Security (307896-001)

Taylor

- Cabling - IES will NOT furnish or install.
- Equipment - Provided following the basis of design specified by site and customer conditions:
  - (1) one, access control panels.
  - (1) one, power supply with batteries.
  - (3) three, 2 reader boards.
  - (7) seven, card readers.
- Installation and Validation:
  - IES technicians will commission the equipment listed.
  - Onsite customer contact will validate and verify functionality prior to scheduled completion.

Notes and Clarifications:
Client Workstations provided and installed by others.
Network Switches provided and installed by others.
IES will remove the existing Honeywell Headend and Power Supplies.
IES will reuse the existing cable, electrified locks, request to exit devices, and door contacts.
IES has included the replacement of 20% of existing door contacts.

Temple College at Taylor
Assumptions & Exclusions

Assumptions

The following assumptions are included in this proposal:

- Any requested changes to the scope of work require a written change order prior to IES performing the work.
- Equipment rentals are billed monthly.
- Due to extreme supply chain volatility, that all material pricing and material delivery schedules are subject to change. If this impacts the project schedule, IES will discuss with the Customer on how to proceed.

Exclusions

The following are excluded from this proposal:

- Supply or install conduit.
- Supply or install any electrical.
- Architecture, engineer design, consulting fees, or engineered stamped drawings.
- Costs associated with parking.
- Improvement to building grounding system.
- Cutting, patching, and painting of finished surfaces.
- Concrete and asphalt cutting or patching.
- Coring and drilling of walls, floors, footers or headers.
- Modifications to correct existing code/building violations or upgrade of systems to comply with State or City codes.
- Underground trenching or boring.
- Labor to move furniture, PC, or other end user equipment that will preclude IES from performing their duties. Technicians must have free and clear access to all areas where their work is being performed.
IES Standards

Safety
At IES Communications, LLC (IES), the safety of our employees has always and will always come first. Safety is built directly into our organizational structure as a fundamental core value at IES. Our Director of Safety is accountable directly to the CEO. Supervision thoroughly instructs all employees in the safety practices applicable to their work and provides safety updates on every project.

Our safety goals are simple: no injuries and no time lost due to accidents. Our exceptional safety record directly results from the processes and procedures put in place to empower our staff to take action or even stop work when safety is a concern. From the careful screening and onboarding of employees to institutionalized and continuous training to rigorous ongoing safety programs and safety updates on every project, safety is a fundamental value integrated into our culture – it is essential to our operational excellence. Our Safety Program includes New Employee Orientation, Safety Expectations, Communications and Reporting, Incident Reports, Energized Electrical Training, and much more. Additionally, each employee must complete a site orientation before beginning work on any job site, which includes knowing the location of the safety program, specific hazards present on each site, site requirements for safety, and employees are made aware of emergency action plans.

Environment and Sustainability
IES management is committed to protecting human health and natural resources, promoting environmental stewardship, and implementing innovative environmental technologies and practices. Our Sustainability Program is well communicated to all employees and enforced wherever and whenever we do business. Our goal is to perform all work responsibly and purposefully, seize opportunities to minimize our environmental impact, and collaborate with vendors and customers to establish procedures structured with a conservative approach. This same culture is adopted by our customers, who are witnessing significant strides in sustainability and stepping closer to their net-zero carbon goals. IES is helping the stakeholders transform these structures into energy-efficient and sustainable buildings of the future.

Quality
Every project needs the right team to get the job done. All IES operations occur with fluent interaction between colleagues, sharing all knowledge gained, written and verbal, with each process, policy, and procedure documented and agreed upon before implementation. This creates a seamless and effective transition from the initial stages of design, installation, and maintenance of a project to reduce risk and facilitate an effective progression plan through consistent communication, milestones, measurable goals, and regular progress meetings.

In addition to clear communication during every stage of the project lifecycle, having the right tools and approaches is vital. IES utilizes a proprietary estimating, project and service management, and costing platform, a complete and detailed system to monitor and manage quality and consistency throughout the entire lifespan of your project. With customer satisfaction as a top priority, this system is flexible and easily customizable to ensure your unique needs are met.

IES also utilizes customizable apps for both Safety and QA management. These interactive tools provide metrics on service performance, enhance operational capabilities to streamline project execution processes, mitigate infrastructure requirement gaps, and prioritize customer satisfaction through survey and reporting features. Implementing these collaborative customer-focused workspaces enhances our operational and service capabilities.

Recruiting
The IES recruitment team works quickly to seek out, hire, and onboard the most talented employees from a diverse candidate pool. Every new hire must pass a background check and drug screen. Additional screening is completed as required by the customer.

As an ally to all candidates, our recruiters focus on providing competitive wages and benefits to poise all employees for a long-lasting and rewarding career with IES.
Diversity and Inclusivity

IES is an Equal Opportunity Employer dedicated to offering all qualified candidates and employees the same hiring, training, compensation, transfer, promotion, and other aspects of employment opportunities regardless of race, color, sex, gender identity, sexual orientation, religion, marital status, age, national origin, disability, protected veteran status, or any other status legally protected by federal, state, or local laws.

True diversity and inclusion in the workplace are achieved through commitment, accountability, and follow-through from the leadership of an organization. IES employees lead with fairness, transparency, and an open mind.

Our employees' talent, diversity, and commitment are essential to our vision, culture, and success. By creating an inclusive work environment, our employees bring their whole, authentic selves to work, resulting in a more productive and unified team. The more we collaborate and value difference, the closer we get to living in a genuinely inclusive community.

Our pledge to diversity extends to supporting, mentoring, and sponsoring our communities of small business entities. IES provides a comprehensive Small Business Program to manage, analyze, and track the diversity of our network of small business entities that represent IES. In addition, we have an extremely stringent onboarding, oversight, mentoring, and review program to ensure that our partners act in a manner congruent with our professionalism, standard of safety, quality, training, and service excellence.

Employee Development

Employees play a crucial role in the success of any organization. Quality work comes from qualified staff. A phrase that can be heard often from our team is "Training never stops." Our work environment fosters collaboration, promotes learning, and nurtures a strong company culture. Every employee receives core training for their position and has access to additional courses to enhance their growth as an individual. Since much of our workforce is comprised of field teams, IES offers several technical courses and certifications to make the field stronger and more confident in its onsite skills. This includes comprehensive training on identifying the right technologies based on project scale, cost-effective implementation practices, and infrastructure support. This is one of the many reasons IES can bring unmatched quality to your project, regardless of scale. IES's workforce also participates in our manufacturing partners' training and certification courses. Its specialists meticulously install and integrate the products, ensuring the longevity envisioned by the manufacturers, who trust IES, with its 38 years of industry experience, to conduct training programs on their behalf. With seven BICSI Authorized Training Facilities (ATFs), technical, safety, quality, and "soft skills" training such as customer service training, IES employees are provided the tools to build a fulfilling career with opportunities for growth, development, and a clear path to achieve their professional and personal goals.
A current Master Service Agreement or other previously agreed contract terms between Contractor and Customer may supersede the below terms:

**Terms of Payment**
The customer identified in this document ("Customer") agrees to pay IES Communications, LLC ("Contractor") the total purchase price, plus applicable sales tax, listed for the material and labor used as outlined in this Purchase Agreement. Material balance will be due upon the Customer’s acceptance. Contractor will provide labor progress invoices for work performed in association with this Purchase Agreement. All invoices are due no later than 30 days from receipt. If the customer elects to finance the services and equipment on this Purchase Agreement through one of the Contractor’s third-party authorized leasing sources, an initial deposit of 20% is required at signing this Purchase Agreement. The Contractor’s finance department must approve special arrangements or terms other than stated herein.

Taxes may be included in this proposal’s pricing, and customer is responsible for such taxes unless and until customer provides a valid, unexpired tax exemption certificate for the state where the work is being performed. Any tax-free proposal pricing that IES may provide for customer’s convenience is non-binding, provided for informational purposes only, and is strictly contingent upon customer timely providing a valid, unexpired tax exemption certificate.

**Late Charges on Past Due Accounts**
Customer agrees to pay Contractor the lesser of (a) the highest interest rate allowed by law or (b) 1.5% interest per month (an annual rate of 18%) on any unpaid balance after the due date.

**Expedite Charge**
To avoid an expedited shipping charge, Contractor must receive a signed Purchase Agreement and purchase order (if Customer’s purchasing policy requires that a purchase order be issued) five (5) business days prior to commencing the work. Customer is responsible for Contractor’s additional expediting costs incurred due to Customer’s failure to timely return a signed Purchase Agreement (and PO, if applicable). The additional costs of any special rush requests, if not included in this Purchase Agreement’s pricing, will be invoiced separately and subject to a ten percent (10%) markup.

**Timeline**
Customer acknowledges that if the project is delayed or accelerated due to reasons beyond the reasonable control of Contractor, that Contractor may incur additional expenses. Such expenses may include but are not limited to employee wages, materials, mileage, travel/lodging, design, and re-engineering fees. Upon Contractor’s providing a written change order for any such additional costs, Customer will timely reimburse Contractor at Contractor’s standard rate or rates.

**Change in Scope**
Any change to the scope of work, as specified in this Purchase Agreement, which is requested by the customer or its duly authorized representative, may only be effected through a written, mutually executed change order. The change order must be signed by an authorized representative of the Customer, and an additional purchase order, or an amendment to the original purchase order, issued. All change orders to the original scope of work shall be governed by these General Terms and Conditions. Any preprinted terms or conditions on the Customer’s purchase order form are expressly null and void, and the services and/or materials stated in any such purchase order shall be subject to these General Terms and Conditions.
General Terms & Conditions

Cancellation
Customer acknowledges that this is a non-cancelable Purchase Agreement. If Customer elects to return any material or equipment delivered as part of this Purchase Agreement, it must be unused and in its original packaging. Customer will be liable for any restocking or similar return fees incurred by Contractor, at a rate equal to the amount charged to Contractor, on all returned material and equipment. Customer will also be liable for any and all labor hours performed at the Contractor’s standard hourly rate. Contractor shall have the right to suspend work and/or terminate this Purchase Agreement upon notice and without further liability, if the Customer defaults on its payment obligations hereunder and such default remains uncured after seven (7) days written notice.

Customer Responsibilities
Unless stated otherwise in the General Notes, Exclusions, and Clarifications section of this contract, it is the responsibility of the customer to provide the following:

- A safe and secure location for storing all materials and equipment related to this project.
- Copies of floor plans (electronic CAD files preferred in the DWG or DXF format), including the furniture layout and outlet locations (outlet locations may be hand-drawn).
- Adequate environment at the worksite (appropriate ventilation, lighting, access, etc.).
- A single point of contact for the duration of the project.

Hazardous Materials
Customer acknowledges that the scope of work performed by IES shall not include the identification, detection, abatement, encapsulation, or removal of hazardous materials or products containing hazardous materials, including but not limited to, asbestos and lead. The Customer shall be solely responsible for identifying and notifying IES of any potential presence of hazardous materials on the project site before commencing any work. The Customer also agrees to promptly disclose any relevant information regarding hazardous materials that may impact the safety or feasibility of the project. If the presence of hazardous materials is discovered during the project, IES may, at its sole discretion, suspend the project until the Customer addresses the hazardous materials in accordance with all applicable regulations and provides abatement plans to IES prior to commencing any work. Any additional costs incurred due to the project suspension or modifications shall be the responsibility of the Customer.

Limitation
All prices remain in effect for fifteen (15) days from the date of this Purchase Agreement.

Dispute Resolution, Governing Law, Venue, Attorney’s Fees
In the event of a dispute arising under this Purchase Agreement, the complaining party shall give the other party a comprehensive, reasonably detailed written notice of its claim(s), which notice shall include appropriate supporting documentation. Within seven (7) days of the date of the notice, the parties’ authorized representatives shall meet (virtually or in-person) and confer in an effort to resolve the dispute amicably. If the parties fail to resolve the dispute at such meeting, then either party may submit the dispute for nonbinding mediation. Either party may initiate submission of the dispute to mediation upon written notice to the other party. The parties shall mutually agree on a single, qualified, neutral, independent mediator, and the parties shall split the mediator’s fee. Each party shall participate in the mediation in good faith and shall send to the mediation a representative with full settlement authority. If mediation fails to resolve the dispute, then either party may issue a notice of demand for arbitration to (1) the other party and (2) the filing party’s choice of arbitrator or dispute resolution provider, but mediation is a condition precedent to either party’s right to demand arbitration. Any arbitration hereunder shall be governed by the arbitration provider’s applicable construction-industry arbitration rules and procedures or the set of JAMS, AAA, or CPR rules and procedures otherwise agreed upon by the parties. Texas law shall govern any disputes hereunder without regard for its conflict of laws principles, and any mediation or arbitration of disputes hereunder shall take place in the greater Phoenix, AZ metro area.
Insurance
Contractor will maintain the following types of insurance coverage and liability limits:

- Commercial automobile insurance for all non-owned vehicles, covering bodily injury and property damage, with a limit of $1,000,000 for each occurrence.
- Commercial general liability insurance covering bodily injury, property damage, and contractual liability, with a limit of $3,000,000 for each occurrence and $6,000,000 general aggregate.
- Workers’ compensation, with the statutory requirement for coverage.

Additional Insured
IES will name Customer as an additional insured on IES Communications, LLC’s general liability policy.

Waiver of Subrogation
Rights of subrogation under the policies listed above will be waived in favor of the Customer.

Certification
IES will provide the Customer with a certificate of insurance confirming all insurance.
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The total sum for this proposal is $12,230.90, which includes all applicable tax, material, labor, equipment, supplies, travel expenses, and misc. expenses.

For tax exempt customers, taxes may be included in this proposal’s pricing. The customer is responsible for such taxes unless and until IES receives a valid, unexpired tax exemption certificate for the state where the work is being performed.

Excluded from this proposal, are any adds, moves, or changes during the project, which will be billed separately from the original proposal.

**Temple College-307896-001**

By signing below, I am accepting this proposal and the attached terms and conditions.

---

Customer Authorized Signature ___________________ Date ____________

Customer Print Name ___________________________ Customer Title ____________

IES Communications, LLC

IES Authorized Signature ___________________ Date ____________

IES Print Name ___________________________ IES Title ____________
Pricing Details

Taylor

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*Other may include shipping, permits, parking, travel, lift rentals, etc.*
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