REGULAR BOARD MEETING  
OF THE BOARD OF TRUSTEES  
Monday, June 17, 2024 – 6:00 PM

AGENDA

Notice is hereby given that a Regular Board Meeting of the Board of Trustees of Temple College will be held on Monday, June 17, 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.

A dinner for Board Members will be held at 5:15 p.m., 1st Floor, President's Conference Room, Room 903, Marc Nigliazzo Administration Building, Main Campus

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 Special Board Meeting, May 14, 2024
   B. Consideration of Approval of the Appointment of Full-Time Professional Staff
   C. Consideration of Approval of the Appointment of Adjunct Faculty
   D. Consideration of Approval of 2024-2025 Faculty Contracts
   E. Consideration of Approval of 2024-2025 Professional Staff Contracts
   F. Consideration of Approval of the 2024-2025 Student Handbook
   G. Consideration of Approval of Budget Summary Report April 2024-Current Fiscal Year vs Prior Year FY2024
   H. Consideration of Approval of Public Funds Investment Disclosure Report April 2024-FY2024
   I. Consider Authorizing the President to Execute Gift/Naming Agreements with Donors
   J. Consideration of Approval of Policy Manual Revisions (LOCAL). The following policies were reviewed and approved by the Board
Policy Committee:
BBD (LOCAL) Board Members-Orientation and Training
BBI (LOCAL) Board Members-Technology Resources and Electronic Communications
BG (LOCAL) Administrative Organization
CGC (LOCAL) Safety Program Emergency Plans and Alerts
CU (LOCAL) Research
DAA (LOCAL) Employment Objectives-Equal Employment Opportunity
DBF (LOCAL) Employment Requirements and Restrictions-Outside Employment
DEC (LOCAL) Compensation and Benefits-Leaves and Absences
DEE (LOCAL) Compensation and Benefits-Expense Reimbursement
DIAB (LOCAL) Freedom From Discrimination, Harassment, and Retaliation-Other Protected Characteristics
EBA (LOCAL) Alternate Methods of Instruction-Distance Education
ECC (LOCAL) Instructional Arrangements-Course Load and Schedules
EGC (LOCAL) Academic Achievement-Graduation
FA (LOCAL) Equal Educational Opportunity
FAA Equal Educational Opportunity-Pregnant and Parenting Students
FD (LOCAL) Tuition and Fees
FFDA (LOCAL) Freedom From Discrimination, Harassment, and Retaliation -Sex and Sexual Violence
FFE (LOCAL) Student Welfare-Freedom From Bullying
FLB (LOCAL) Student Rights and Responsibilities-Student Conduct
GCB (LOCAL) Public Information Program-Requests for Information

5. Consideration of Approval of Disbursements for May 2024
6. Outstanding Student and Employee Spotlights
   Student Spotlight
   Skills USA STEM Club Students
   Outstanding Employee Spotlight
   Shannon Bralley, Associate Vice President, Student Services and Enrollment Management
   Jason Locklin, Dean, Natural Sciences
7. President's Report
8. Reports
   A. Faculty Council Report
   B. Provost-Academic and Student Services
   C. Workforce Development
   D. Board Committee
      Policy Committee Report
9. New Business
   A. Administration of Oath of Office to Newly-Elected Member of the Board of Trustees
   B. Consideration of the Approval of an Agreement with Corgan for Campus Master Planning Services in EWCHEC-Hutto
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.
A Special Board Meeting of the Board of Trustees was held Tuesday, May 14, 2024.

MEMBERS PRESENT

John Bailey, Chairman; Lydia Santibañez-Farrell, Vice Chairman; Harry Adams, Secretary; Dr. Andrejs Avots-Avotins; Dr. Alejandro Arroliga; Dr. Jack Myers; Larry Wilkerson; Dr. Hope Koch; Dr. Mark Durham

1. Call to Order
   John Bailey, Chairman, called the meeting to order at 12:12 p.m.

2. Consider an Order Canvassing the Returns for the May 4, 2024 General Election
   The City of Temple conducted an election for Temple College on May 4, 2024. The final election results have been provided to the Board, showing that Dr. Alejandro Arroliga was the trustee elected to serve for the 2024-2030 term. Chairman Bailey conducted a roll call to certify the election results as presented. A quorum of 9 Board members were present and voted during the roll call.

   YEA NAY
   John Bailey - 0 -
   Lydia Santibañez-Farrell
   Andrejs Avots-Avotins
   Larry Wilkerson
   Jack Myers
   Hope Koch
   Harry Adams
   Mark Durham
   Alejandro Arroliga

3. Executive Session to Consider Personnel, Legal Matters, and Real Estate
   Chairman Bailey announced that the meeting will adjourn to Executive Session in Accordance with Open Meetings Law, Chapter 551, Govt. Code, Vernon’s Texas Codes Annotated, in Accordance with the Authority Contained in Section 551.074,
for the Purpose of Conducting the President's Evaluation. The Board conducted the President’s Annual Evaluation on May 14, 2024. The proposed amendment extends the President’s contract by one year to August 31, 2025 and provides the same percentage increase received by all employees for FY2024.

4. Adjournment
There being no further business, the Special Meeting of the Board of Trustees was adjourned on a motion by Dr. Alejandro Arroliga, and seconded by Dr. Andrejs Avots-Avotins, at 2:30 p.m.
ITEM 4.B

Consideration of Approval of Appointment of Full-Time Professional Staff

Staff Recommendation: Approval

The following individuals are being recommended by the President for appointment as members of the Full-Time Professional Staff.

★ **Brandon Hindes** – Specialist, Information Technology Support – Information Technology Services Division – Mr. Hindes received his Master of Science in Information Technology degree from Information Management Technical School. He previously worked for Retro and Trusource Labs in Austin as a Network Specialist.

★ **Richard Johnson** - Specialist, Information Technology Support – Information Technology Services Division – Mr. Johnson received his Bachelor of Science in Psychology/Kinesiology degree from Texas A&M University. He recently taught technology classes for Temple ISD.

★ **Dana Riegel** – Associate Director of Development and Grants Manager- Resource Development & External Relations Division. Ms. Riegel received her Bachelor of Arts in Business Administration degree from Truman State University. She has been a realtor with Covington Real Estate since September of 2020. Ms. Riegel also has experience in the mortgage industry.
Consideration of Approval of Appointment of Adjunct Faculty

Staff Recommendation: Approval

The following individuals are being 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.

★ Kimberly Clay - Adjunct Professor, Dance– Fine Arts Division – Ms. Clay received her Master of Fine Arts in Dance degree from Sam Houston State University. She has recently taught dance for the University of North Colorado.

★ Emily Cloud – Adjunct Professor, English – Liberal Arts Division – Ms. Cloud received her Master of Arts in Literature degree from Texas State University. She has been working for Temple College as an Embedded Instructor of English since March of this year.

★ Natalia Fernandez – Adjunct Professor, Spanish – Liberal Arts Division – Ms. Fernandez received her Master of Arts in teaching Spanish as a foreign language degree from Lamar University. She has been working for Temple College as an Embedded Instructor of Spanish since March of this year.

★ Noemi Gerardo - Adjunct Professor, Spanish – Liberal Arts Division – Ms. Gerardo received a Master of Arts in Spanish degree from Texas State University. She currently works as online Adjunct Lecturer in General Education for the Baptist University of the Americas in San Antonio.
ITEM 4-D

Consideration of Approval of 2024-2025 Faculty Contracts

Staff Recommendation: Approval

The Board is asked to approve the standard contract renewal recommendations for the 2024-2025 school year with any necessary corrections. The list of faculty contract renewals follows this page.
## FY 2025 Faculty Contract List

<table>
<thead>
<tr>
<th>Title</th>
<th>Department</th>
<th>First Name</th>
<th>Last Name</th>
<th>Length in Months</th>
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Professor  Academic Foundations  James Hazell  9  August 14, 2024  May 10, 2025
Professor  Math  Daniel Hermann  9  August 14, 2024  May 10, 2025
Assistant Professor  Biology  Cristina Herrera  9  August 14, 2024  May 10, 2025
Assistant Professor  English and Foreign Languages  Sarah Honeycutt  9  August 14, 2024  May 10, 2025
Professor  Music  Benjamin Irom  9  August 14, 2024  May 10, 2025
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Professor  Music  Teri Johnson  9  August 14, 2024  May 10, 2025
Assistant Professor  Social Sciences II  Austin Johnson  9  August 14, 2024  May 10, 2025
Assistant Professor  Dental Hygiene  Sherrell Johnston  12  September 1, 2024  August 31, 2025
Assistant Professor  Visual Arts  Jessica Just  9  August 14, 2024  May 10, 2025
Professor  Criminal Justice  Lesley Keeling-Olson  10  August 7, 2024  June 6, 2025
Associate Professor  Business Management  Lisa Kell  9  August 14, 2024  May 10, 2025
Lab Coordinator  Sonography  Jodi Kemp  12  September 1, 2024  August 31, 2025
Assistant Professor  English and Foreign Languages  James Knabe  9  August 14, 2024  May 10, 2025
Professor  English and Foreign Languages  Nicholas Kocurek  9  August 14, 2024  May 10, 2025
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Assistant Professor  Math  Mark Leech  9  August 14, 2024  May 10, 2025
Assistant Professor  Social Sciences I  Geoffrey Lewis  9  August 14, 2024  May 10, 2025
Dean  Division of Natural Sciences  Jason Locklin  10.5  August 7, 2024  June 20, 2025
Department Chair  Dental Hygiene  Melissa Machalek  12  September 1, 2024  August 31, 2025
Professor  Biology  Sudeep Majumdar  9  August 14, 2024  May 10, 2025
Associate Professor  Dental Hygiene  Cynthia Maldonado  9  August 14, 2024  May 10, 2025
Associate Professor  Computer Information Systems  Donald Marshall  9  August 14, 2024  May 10, 2025
Professor  Music  Colin Mason  9  August 14, 2024  May 10, 2025
Department Chair  Business Management  Marc Masoner  10  August 7, 2024  June 6, 2025
Department Chair  Physical Sciences  John McClain  10  August 7, 2024  June 6, 2025
Assistant Professor  Social Sciences I  Michelle McCullough  9  August 14, 2024  May 10, 2025
Head Coach, Volleyball  Intercollegiate Athletics  Rachel Melancon  9  August 14, 2024  May 10, 2025
Department Chair  Engineering Technology  Sandra Melendez  10  August 7, 2024  June 6, 2025
Associate Professor  Associate Degree Nursing  Melissa Michalewicz  9  August 14, 2024  May 10, 2025
Professor  Associate Degree Nursing  Glenda Moore  9  August 14, 2024  May 10, 2025
Department Chair  Speech Humanities Drama Dance  Derek Mudd  10  August 7, 2024  June 6, 2025
Professor  Social Sciences I  Brice Olivier  9  August 14, 2024  May 10, 2025
Department Chair  Child Development  Melissa Parker  10  August 7, 2024  June 6, 2025
Associate Professor  Speech Humanities Drama Dance  Elizabeth Penfold  9  August 14, 2024  May 10, 2025
Associate Professor  Associate Degree Nursing  Erica Pennine  12  September 1, 2024  August 31, 2025
Associate Professor  Physical Sciences  Sarah Peterson  10  August 7, 2024  June 6, 2025
Associate Professor  Vocational Nursing  Niomi Quinteros  12  September 1, 2024  August 31, 2025
Assistant Professor  Emergency Medical Services  Heather Reeder  12  September 1, 2024  August 31, 2025
Professor  Vocational Nursing  Paula Reeves  12  September 1, 2024  August 31, 2025
Professor  Social Sciences I  Gretchen Reilly  9  May 10, 2025
Professor  Respiratory Care  Pamela Riegel  12  September 1, 2024  August 31, 2025
Associate Professor  Associate Degree Nursing  Ellisha Robinson  11  August 7, 2024  July 3, 2025
Professor  Biology  Eduardo Salazar  9  August 14, 2024  May 10, 2025
Department Chair  Music  Priscilla Santana  10  August 7, 2024  June 6, 2025
Professor  Biology  Tracy Schafer  9  August 14, 2024  May 10, 2025
Professor  English and Foreign Languages  Joanna Scott  9  August 14, 2024  May 10, 2025
Department Chair  Kinesiology  Kimberly Sebek  10  August 7, 2024  June 6, 2025
Professor  Social Sciences I  Christine Simon  9  August 14, 2024  May 10, 2025
Professor  Math  John Simpson  9  August 14, 2024  May 10, 2025
Professor  Math  Randell Simpson  9  August 14, 2024  May 10, 2025
Assistant Professor  Respiratory Care  Donald Sims  12  September 1, 2024  August 31, 2025
Department Chair  Social Sciences II  Chad Smith  10  August 7, 2024  June 6, 2025
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<th>Term 1 End</th>
<th>Term 2 Start</th>
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<td>May 10, 2025</td>
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ITEM 4-E

Consideration of Approval of 2024-2025 Professional Staff Contracts

Staff Recommendation: Approval

The Board is asked to approve the standard contract renewal recommendations for the 2024-2025 school year with any necessary corrections. The list of professional staff contract renewals follows this page.
# Professional Exempt Staff Contract List - FY 2025

**Contract Period:** 9/1/2024 - 8/31/2025

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<th>Title</th>
<th>Department</th>
<th>First Name</th>
<th>Last Name</th>
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<tbody>
<tr>
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<td>Ashli</td>
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<td>Jeremy</td>
<td>Allamon</td>
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<td>Allamon</td>
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<td>Asup</td>
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<td>Workforce and Continuing Educ.</td>
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<td>Askey</td>
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<td>Askey</td>
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<td>Suzanna</td>
<td>Bachman</td>
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<td>Bailey</td>
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<td>Berreles-Acosta</td>
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<tr>
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ITEM 4-F

Consideration of Approval of 2024-2025 Student Handbook

Staff Recommendation: Approval

Dr. Guzman-Trevino will ask the Board to approve the 2024-2025 Student Handbook. This handbook has been updated and aligned with TASB board policies.
Click this link to access the 2023-2024 Student Handbook: [https://templejc.acalogadmin.com/login.php](https://templejc.acalogadmin.com/login.php)

Username is: board.member

Password is: password

Select the 2024-2025 Student Handbook in the drop box and click on Go.
Welcome to the Modern Campus Catalog™ Publisher, Board

Scroll to bottom and click on Preview for 2024-2025 Student Handbook

Click on Catalog Preview (if you don’t see Catalog Preview, expand your screen.)

Click on Preview
## BUDGET SUMMARY REPORT - APRIL 2024

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<th>PRIOR FISCAL YEAR</th>
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<td>52,615,110</td>
<td>46,998,247</td>
<td>89%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>CURRENT FISCAL YEAR</th>
<th>Actual</th>
<th>% Actual to Budget</th>
<th>PRIOR FISCAL YEAR</th>
<th>Actual</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EDUCATIONAL &amp; GENERAL</strong></td>
<td>4/30/24</td>
<td>4/30/24</td>
<td>4/30/23</td>
<td>4/30/23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instruction</td>
<td>17,138,801</td>
<td>10,762,419</td>
<td>63%</td>
<td>17,266,288</td>
<td>10,808,989</td>
<td>63%</td>
</tr>
<tr>
<td>Public Service</td>
<td>1,028,393</td>
<td>1,081,685</td>
<td>105%</td>
<td>1,211,097</td>
<td>592,649</td>
<td>49%</td>
</tr>
<tr>
<td>Academic Support</td>
<td>3,817,623</td>
<td>2,301,978</td>
<td>60%</td>
<td>3,872,150</td>
<td>2,433,398</td>
<td>63%</td>
</tr>
<tr>
<td>Student Services</td>
<td>4,830,116</td>
<td>2,766,849</td>
<td>57%</td>
<td>4,892,461</td>
<td>2,831,741</td>
<td>58%</td>
</tr>
<tr>
<td>Institutional Support</td>
<td>10,471,181</td>
<td>6,571,876</td>
<td>63%</td>
<td>10,113,491</td>
<td>6,435,595</td>
<td>64%</td>
</tr>
<tr>
<td>Physical Plant</td>
<td>3,864,950</td>
<td>2,216,780</td>
<td>57%</td>
<td>3,664,587</td>
<td>2,059,895</td>
<td>56%</td>
</tr>
<tr>
<td><strong>Total Educational &amp; General</strong></td>
<td>41,151,064</td>
<td>25,701,587</td>
<td>62%</td>
<td>41,020,074</td>
<td>25,162,267</td>
<td>61%</td>
</tr>
<tr>
<td><strong>Student Aid</strong></td>
<td>10,680,069</td>
<td>9,543,581</td>
<td>89%</td>
<td>10,501,409</td>
<td>12,708,737</td>
<td>121%</td>
</tr>
<tr>
<td><strong>Auxiliary Enterprises</strong></td>
<td>1,032,371</td>
<td>739,523</td>
<td>72%</td>
<td>983,627</td>
<td>695,120</td>
<td>71%</td>
</tr>
<tr>
<td><strong>Contingency for Unexpected Expenditures</strong></td>
<td>118,299</td>
<td>0</td>
<td>0%</td>
<td>110,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>52,981,803</td>
<td>35,984,691</td>
<td>68%</td>
<td>52,615,110</td>
<td>38,566,124</td>
<td>73%</td>
</tr>
<tr>
<td><strong>Net Difference</strong></td>
<td>(1,670,000)</td>
<td>10,546,199</td>
<td></td>
<td>0</td>
<td>8,432,123</td>
<td></td>
</tr>
</tbody>
</table>
### Cash and Cash Equivalents

<table>
<thead>
<tr>
<th>Description</th>
<th>Interest Rate</th>
<th>Book/Market Value</th>
<th>Receipts</th>
<th>Interest Earnings</th>
<th>Distributions</th>
<th>Book/Market Value</th>
<th>Operating Funds</th>
<th>Restricted Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alliance Bank - Money Market</td>
<td>2.13%</td>
<td>$257,446</td>
<td>$0</td>
<td>$445</td>
<td>$0</td>
<td>$257,891</td>
<td>$257,891</td>
<td>$0</td>
</tr>
<tr>
<td>Alliance Bank - Money Market</td>
<td>4.81%</td>
<td>$61,164,180</td>
<td>$0</td>
<td>$147,825</td>
<td>$30,000,000</td>
<td>$31,312,005</td>
<td>$31,312,005</td>
<td>$0</td>
</tr>
<tr>
<td>PNC - Money Market</td>
<td>2.84%</td>
<td>$20,048</td>
<td>$0</td>
<td>$46</td>
<td>$48</td>
<td>$20,046</td>
<td>$20,046</td>
<td>$0</td>
</tr>
<tr>
<td>PNC - Operating Account</td>
<td>0.00%</td>
<td>$3,475,772</td>
<td>$8,075,722</td>
<td>$0</td>
<td>$7,454,236</td>
<td>$4,097,647</td>
<td>$1,789,047</td>
<td>$2,308,600</td>
</tr>
<tr>
<td>PNC - Student Refund Account</td>
<td>0.00%</td>
<td>$276,697</td>
<td>$1,561,577</td>
<td>$0</td>
<td>$1,585,960</td>
<td>$252,314</td>
<td>$252,314</td>
<td>$0</td>
</tr>
<tr>
<td>PNC - Federal Funds Account</td>
<td>0.00%</td>
<td>$251,398</td>
<td>$2,727,366</td>
<td>$0</td>
<td>$2,754,864</td>
<td>$223,900</td>
<td>$0</td>
<td>$223,900</td>
</tr>
<tr>
<td>PNC - Payroll Account</td>
<td>0.00%</td>
<td>$500</td>
<td>$2,326,213</td>
<td>$0</td>
<td>$2,326,153</td>
<td>$560</td>
<td>$560</td>
<td>$0</td>
</tr>
<tr>
<td>PNC - Plant Account</td>
<td>0.00%</td>
<td>$795,724</td>
<td>$37,756,726</td>
<td>$0</td>
<td>$37,745,080</td>
<td>$787,370</td>
<td>$787,370</td>
<td>$0</td>
</tr>
<tr>
<td>Hilltop Securities: Demand Deposit SLSGS Sub.</td>
<td>4.17%</td>
<td>$50,151,253</td>
<td>$26,500,000</td>
<td>$0</td>
<td>$222,207</td>
<td>$76,873,461</td>
<td>$76,873,461</td>
<td>$0</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>0.00%</td>
<td>$3,064</td>
<td>$0</td>
<td>$87</td>
<td>$2,977</td>
<td>$2,977</td>
<td>$2,977</td>
<td>$0</td>
</tr>
</tbody>
</table>

Subtotal Cash and Cash Equivalents:

- **Cash in Investment Pools**
  - **TexasClass (MBIA) - Bond Reserves**
    - 5.43% | $6,893,153 | $44,097 | $29,420 | $772,463 | $6,194,206 | $0 | $6,194,206
  - **TexasClass (MBIA) - Building Improvement Funds**
    - 5.43% | $1,336,992 | $30,095,885 | $10,597 | $31,313,103 | $130,371 | $130,371 | $0 | $130,371
  - **TexasClass (MBIA) - Operating Account**
    - 5.43% | $9,177,003 | $39,635 | $660,328 | $8,556,310 | $8,556,310 | $0 | $8,556,310
  - **TexasClass (MBIA) - Board of Trustees Fund**
    - 5.43% | $131,894 | $588 | $0 | $132,482 | $132,482 | $0 | $132,482
  - **Texas Class Hutto BCMT Reserves**
    - 5.43% | $314,900 | $1,404 | $0 | $316,304 | $316,304 | $0 | $316,304
  - **Texpool - Building Improvement Funds**
    - 5.17% | $1,116 | $5 | $0 | $1,121 | $1,121 | $0 | $1,121
  - **Texpool - Operating Account**
    - 5.17% | $1,127 | $5 | $0 | $1,132 | $1,132 | $0 | $1,132

Subtotal Cash in Investment Pools:

- **$34,873,888**
- **$31,053,490**
- **$152,200**
- **$37,538,272**
- **$28,541,306**
- **$22,347,100**
- **$6,194,206**

### Cash in Investment Pools

<table>
<thead>
<tr>
<th>Description</th>
<th>Interest Rate</th>
<th>Book/Market Value</th>
<th>Receipts</th>
<th>Interest Earnings</th>
<th>Distributions</th>
<th>Book/Market Value</th>
<th>Operating Funds</th>
<th>Restricted Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alliance Bank - 364 days CD (8/4/2024)</td>
<td>5.00%</td>
<td>$5,228,419</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$5,228,419</td>
<td>$5,228,419</td>
<td>$0</td>
</tr>
<tr>
<td>Alliance Bank - 364 days CD (8/4/2024)</td>
<td>5.00%</td>
<td>$2,091,367</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$2,091,367</td>
<td>$2,091,367</td>
<td>$0</td>
</tr>
</tbody>
</table>

Subtotal Cash Invested in Certificates of Deposit:

- **$7,319,786**
- **$7,319,786**

### Total Cash, Cash Equivalents and Investments

<table>
<thead>
<tr>
<th>Description</th>
<th>Book/Market Value</th>
<th>Operating Funds</th>
<th>Restricted Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cash, Cash Equivalents and Investments</td>
<td>$158,589,756</td>
<td>$109,881,095</td>
<td>$119,404,700</td>
</tr>
<tr>
<td></td>
<td>$522,724</td>
<td>$149,689,263</td>
<td>$140,962,557</td>
</tr>
<tr>
<td></td>
<td>$8,726,707</td>
<td>$8,726,707</td>
<td>$8,726,707</td>
</tr>
</tbody>
</table>

Signed: Brandon Bozon

Vice President Administrative Services/CFO
MEMORANDUM
Office of the Vice President for Administrative Services

To:    Dr. Ponce and the Board of Trustees

From:  Dr. Evelyn Waiwaiole

Date:  June 17, 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

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>Susan &amp; James Kamas and Stephen &amp; Linda Angel-Watford</td>
<td>$2,500</td>
<td>Break Room (37207) in the Visual Arts/Workforce Building</td>
</tr>
<tr>
<td>Stephen &amp; Linda Angel-Watford</td>
<td>$2,500</td>
<td>Vendong Area (37166) in the Visual Arts/Workforce Building</td>
</tr>
</tbody>
</table>

Approved:

Evelyn Waiwailoe
Vice President for Development
Gift Agreement

This Gift Agreement ("Agreement"), effective as of May 21, 2024 ("Effective Date"), is made and entered into by and between Stephen and Linda Angel-Watford, whose address is 101 Stampede Circle, Harker Heights, TX 76548, ("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: $2,500 ("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 $2,500 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 Vending Area (37166) in Temple College Visual Arts/Workforce Building ("Facility"). In Honor of Cherrie Hartman Angel. ("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**

By: [Signature]

Name: [Name]

**TEMPLE COLLEGE**

By: [Signature]

Name: Christina Ponce, Ph.D.

Title: President, Temple College
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   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.

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☐ 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**

By: ______________________________

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

**TEMPLE COLLEGE**

By: ______________________________

Name: ______________________________
Title: ______________________________
Orientation

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

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

Annual Training Plan

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

Cybersecurity Training

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

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

Public Information Act Training

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

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

## BOARD MEMBERS

**TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS**

**DATE ISSUED:** 12/19/2023

**Adopted:** 1 of 1

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

<table>
<thead>
<tr>
<th><strong>Technology Resources</strong></th>
<th><strong>For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Availability of Access</strong></td>
<td>Access to the College District’s technology resources, including the internet, shall be made available to Board members primarily for official duties and in accordance with administrative regulations.</td>
</tr>
<tr>
<td><strong>Limited Personal Use</strong></td>
<td>Limited personal use of the College District’s technology resources shall be permitted if the use:</td>
</tr>
<tr>
<td></td>
<td>1. Imposes no tangible cost on the College District; and</td>
</tr>
<tr>
<td></td>
<td>2. Does not unduly burden the College District’s technology resources.</td>
</tr>
<tr>
<td><strong>Acceptable Use</strong></td>
<td>A Board member shall be required to acknowledge receipt and understanding of the user agreement governing use of the College District’s technology resources and shall agree in writing to allow monitoring of his or her use. Noncompliance may result in suspension of access or termination of privileges. Violations of law may result in criminal prosecution.</td>
</tr>
<tr>
<td><strong>Monitored Use</strong></td>
<td>Electronic mail transmissions and other use of the College District’s technology resources by a Board member shall not be considered private. The College President or designee shall be authorized to monitor the College District’s technology resources at any time to ensure appropriate use.</td>
</tr>
<tr>
<td><strong>Disclaimer of Liability</strong></td>
<td>The College District shall not be liable for a Board member’s inappropriate use of technology resources, violations of copyright restrictions or other laws, mistakes or negligence, or costs incurred. The College District shall not be responsible for ensuring the availability of the College District’s technology resources or the accuracy, appropriateness, or usability of any information found on the internet.</td>
</tr>
<tr>
<td><strong>Records Retention</strong></td>
<td>A Board member shall retain electronic records, whether created or maintained using the College District’s technology resources or using personal technology resources, in accordance with the College District’s record management program. [See BBE, CIA, and GCB]</td>
</tr>
</tbody>
</table>
Note: For related information on diversity, equity, and inclusion initiatives, see CFE for contractor discipline, DAA for employees, DH for employee discipline, and FA for students.

Diversity, Equity, and Inclusion Office

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

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

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

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

Exceptions

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

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

The prohibitions do not apply to:

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

Questions regarding allowable activities may be directed to the Provost and Vice President, Academic Affairs or the Vice President, Administrative Services.
In accordance with state requirements, the College District shall maintain a multihazard emergency operations plan that provides for appropriate employee training; adequate communications technology and infrastructure, including employee access to emergency communication devices; coordination with state and local entities; implementation of a safety and security audit; and any other requirements established by the Texas School Safety Center (TxSSC).

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

In accordance with state requirements, the College District shall maintain an emergency alert system that provides for timely notification to students, faculty, and staff of emergencies affecting the College District or its students and employees.
The College District shall promote the security of the College District’s academic research so as to achieve the highest level of compliance with applicable ethical, legal, regulatory, contractual, and College District standards and requirements for securing and protecting the College District’s research portfolios.

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

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

The RSO shall develop, administer, and annually review and approve a research security program designed in accordance with law and applicable standards to address the security of College District research against unauthorized disclosure or foreign interference. The program shall include procedures for risk assessment and mitigation, research security awareness education for employees when hired and periodically thereafter, and advising College District employees and officials on research security practices.
Note: For complaints of discrimination, harassment, and retaliation targeting employees on the basis of a protected characteristic, see DIAA and DIAB.

Diversity, Equity, and Inclusion Initiatives

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

1. Compel, require, induce, or solicit any person to provide a diversity, equity, and inclusion statement or give preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement;

2. Give preference on the basis of race, sex, color, ethnicity, or national origin to a participant in any College District function; or

3. Require as a condition of enrolling at the College District or performing any College District function any person to participate in diversity, equity, and inclusion training that references race, color, ethnicity, gender identity, or sexual orientation, unless it was developed by an attorney and approved in writing by the College District’s general counsel and the Coordinating Board for the sole purpose of ensuring compliance with any applicable court order or state or federal law.

Exceptions

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

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

2. Certifies compliance with state and federal antidiscrimination laws.

The prohibitions do not apply to:

1. Submitting a statement as part of a grant application or to comply with the terms of accreditation that highlights the College District’s work in supporting first-generation college students, low-income students, or underserved student populations, or that certifies compliance with state and federal antidiscrimination laws;

2. Academic course instruction;

3. Scholarly research or a creative work by College District employees or students;
4. An activity of a student organization registered with or recognized by the College District;

5. Guest speakers or performers on short-term engagements;

6. A policy, practice, procedure, program, or activity to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity;

7. Data collection; or

8. Student recruitment or admissions.

___

**Note:** For related information on diversity, equity, and inclusion initiatives, see BG for diversity, equity, and inclusion offices, CFE for contractor discipline, DH for employee discipline, and FA for students.
An employee shall disclose in writing to his or her immediate supervisor any outside employment.

"Outside employment" refers to work done for pay outside of Temple College, including self-employment, in addition to an employee’s regular full-time college job. The assigned teaching load of full-time faculty members (during their contract period) or work duties of full-time staff constitutes a full-time assignment. Full-time employment with Temple College demands an individual’s full-time professional expertise, commitment, and energies. However, the College recognizes the value to its students, its employees, and to the citizens in the community which arises from outside consulting and other professional experiences in which faculty and staff may engage.

The College reserves the right to disapprove of any such employment that would reflect negatively upon the institution, adversely affect the employee's performance of college duties, or present any conflict of interest issues.

Faculty and staff who work directly with currently enrolled students in their classes or in their work assignments may not receive compensation from those students for other services they provide outside their college work.
For College District contribution to employee insurance during leave, see CKD(LOCAL) Insurance and Annuities Management – Health and Life Insurance. For additional provisions addressing the Family and Medical Leave Act (FMLA), see DECA(LEGAL) Leaves and Absences – Family and Medical Leave.

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

The term “immediate family” is defined as:

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

For purposes of the FMLA, the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL) Leaves and Absences – Family and Medical Leave.

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

A “leave day” for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

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

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

**Leave Without Pay**

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

**Leave Proration**

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

**Medical Certification**

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

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The College District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or College President; or
3. The employee requests FMLA leave for the employee’s serious health condition; for a serious health condition of the employee’s spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL) Leaves and Absences – Family and Medical Leave]

**Sick Leave**

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

Each part-time employee who works 30 or more hours shall earn a prorated number of hours of paid sick leave per month in accordance with administrative regulations.

Sick leave shall accumulate to a maximum of 1,040 hours. Temporary full-time faculty shall accumulate sick leave to a maximum of 32 hours.

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

1. Illness or medical appointment of the employee.
2. Illness or medical appointment of a member of the employee’s immediate family.
3. Family emergency.
4. Birth or placement of a child when taken within the first year after the child’s birth, adoption, or foster placement.

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

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

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

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

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

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

Following a leave of absence with full pay as required by law, the College District shall not extend the leave of absence for a police officer’s or emergency medical services personnel’s line of duty illness or injury. In accordance with law, an eligible employee may use accumulated leave.
<table>
<thead>
<tr>
<th><strong>Family and Medical Leave</strong></th>
<th>FMLA leave shall run concurrently with applicable paid leave or compensatory time, as applicable.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Twelve-Month Period</strong></td>
<td>For purposes of an employee’s entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.</td>
</tr>
<tr>
<td><strong>Combined Leave for Spouses</strong></td>
<td>When both spouses are employed by the College District, the College District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The College District shall limit military caregiver leave to a combined total of 26 weeks.</td>
</tr>
<tr>
<td><strong>Intermittent or Reduced Schedule Leave</strong></td>
<td>The College District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.</td>
</tr>
<tr>
<td><strong>Certification of Leave</strong></td>
<td>When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.</td>
</tr>
<tr>
<td><strong>Fitness-for-Duty Certification</strong></td>
<td>In accordance with administrative regulations, when an employee takes FMLA leave due to the employee’s own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Personal Leave</strong></th>
<th>Each full-time faculty member who does not earn vacation leave shall earn 20 hours of paid leave per academic year to conduct personal business in accordance with administrative regulations. Personal leave shall be noncumulative.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Request for Personal Leave</strong></td>
<td>The employee shall submit a written request for use of personal leave to the employee’s immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee’s absence on the educational program or College District operations.</td>
</tr>
</tbody>
</table>

| **Vacation Leave** | Each full-time, 12-month employee shall earn paid vacation in accordance with administrative regulations, as follows: |
### Years of Service

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Rate (Maximum Hours Per Month)</th>
<th>Accrual Rate (Maximum Hours Per Year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 5</td>
<td>8</td>
<td>96</td>
</tr>
<tr>
<td>6 through 10</td>
<td>10</td>
<td>120</td>
</tr>
<tr>
<td>10+</td>
<td>12</td>
<td>144</td>
</tr>
</tbody>
</table>

Each part-time employee who works greater than a 0.8 full-time employee, but less than a 1.0 full-time employee, shall earn paid vacation leave prorated based on actual hours worked.

Vacation leave shall accumulate to a maximum of 240 hours.

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

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

### Development Leave

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

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

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

To be granted development leave for the subsequent academic year, a faculty member must apply to the College President by
March 1 on a signed and dated form created by the administration. The application shall contain:

1. The requested effective date and duration of leave.

2. A description of the specific purpose for which the leave is requested.

3. An explanation as to how the leave is consistent with the mission and purpose of the College District and the benefit of the leave to the College District.

4. An assurance that the faculty member intends to return to the College District following the completion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave, if approved, and that, if the faculty member does not return, the employee shall repay the College District for any benefits paid to or on behalf of the employee during the leave period.

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

Approval Procedure

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

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

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

Duration and Compensation

Development leave shall be for one academic year at one-half of the faculty member’s regular salary or for one-half academic year at full regular salary.

Exception

If the faculty member qualifies for development leave as an administrator, the Board may grant development leave at the faculty member’s full, regular salary for one year.
A faculty member granted development leave is prohibited from accepting employment with another employer without permission of the Board.

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

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

An employee shall be granted up to seven days (56 hours) of paid bereavement leave per fiscal year upon the death of a member of the employee’s immediate family. Bereavement leave shall be non-accumulative.

Workers’ compensation is not a form of leave. The workers’ compensation law does not require the continuation of the College District’s contribution to health insurance.

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

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

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

An employee who terminates his or her employment with the College District in good standing shall be eligible for payment for accumulated vacation leave based on the employee’s years of service and in accordance with the table below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Hours Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 5</td>
<td>96</td>
</tr>
</tbody>
</table>
An employee who separates from employment with the College District shall be eligible for payment for accumulated sick leave based on the employee’s years of service. Employees with 10 or more years of service shall be paid for a maximum of 173.33 hours.

<table>
<thead>
<tr>
<th>Years of Service</th>
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</tr>
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<tbody>
<tr>
<td>6 through 10</td>
<td>120</td>
</tr>
<tr>
<td>10 or more</td>
<td>144</td>
</tr>
<tr>
<td><strong>Prior Approval Required</strong></td>
<td>An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out College District business only with the prior approval of the employee’s supervisor and in accordance with Board Policies and Administrative Regulations.</td>
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<tr>
<td><strong>Documentation Required</strong></td>
<td>For any allowable expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses.</td>
</tr>
<tr>
<td><strong>Exception</strong></td>
<td>Expenses for meals associated with authorized overnight travel not related to a state or federal grant shall be paid to employees on a per diem basis. No receipts shall be required for expenses paid on a per diem basis.</td>
</tr>
</tbody>
</table>
**Statement of Nondiscrimination**

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

**Discrimination**

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, gender, gender identity and expression, national origin, religion, age, disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee's employment.

**Harassment**

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's race, color, gender, gender identity and expression, religion, national origin, age, disability, genetic information, veteran status, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

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

**Examples**

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

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

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College District investigation regarding harassment or discrimination is subject to appropriate discipline.

Examples

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

Prohibited Conduct

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

Reporting Procedures

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

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

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

Definition of College District Officials

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

Name: Brandon Bozon
Position: Vice President, Administrative Services and CFO
Address: 2600 South First Street, Temple, TX 76504
Telephone: 254-298-8601

Other Antidiscrimination Laws

The College President or designee shall serve as coordinator for purposes of College District compliance with all other antidiscrimination laws.
An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the ADA/Section 504 coordinator, may be directed to the College President or designee.

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

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

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

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

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

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

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

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

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.
| Concluding the Investigation | Absent extenuating circumstances, the investigation should be completed within ten College District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation. The investigator shall prepare a written report of the investigation. The report shall be filed with the College District official overseeing the investigation. |
| College District Action | If the results of an investigation indicate that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct. The College District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct. |
| Confidentiality | To the greatest extent possible, the College District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law. |
| Appeal | A party who is dissatisfied with the outcome of the investigation may appeal through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members] The party may have a right to file a complaint with appropriate state or federal agencies. |
| Records Retention | Retention of records shall be in accordance with the College District’s records retention procedures. [See CIA] |
| Access to Policy, Procedures, and Related Materials | Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed annually to College District employees and students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials shall also be prominently published on the College District’s website, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District’s administrative offices and shall be distributed to an employee who makes a report. |
The College District shall offer distance education courses and programs in accordance with:

- Applicable law;
- Coordinating Board regulations and guidelines, including the Principles of Good Practice for Distance Education;
- Principles, policies, and guidelines of the College District's accreditor [see GK]; and
- College District policies and procedures.

The College President shall develop procedures to implement this policy.
Course Load

The normal student course load for the fall or spring semester shall be 15 semester hours. The fall and spring semesters are offered in the following format: 16-week classes, first eight-week classes, and second eight-week classes. The combination of these offerings will not exceed 15 semester hours. The maximum course load shall be no more than 21 semester hours. Course loads in excess of 21 semester hours shall require approval by the vice president for academic affairs and student services.

The normal course load for the summer session shall be six semester hours for each five-week term or 12 semester hours for a full summer semester. Course loads in excess of six semester hours per term or 12 semester hours per summer semester shall require approval by the vice president for academic affairs and student services. The maximum summer credit hours earned shall be eight semester hours for one term or 16 semester hours for a full summer semester.

Limitation on Number of Dropped Courses

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

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

Exceptions

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

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

7. A change in the student’s work schedule that is beyond the student’s control and affects the student’s ability to satisfactorily complete the course; or

8. A disaster declared by the governor that prevents or limits in-person course attendance for a period that significantly affects the student’s ability to participate in coursework.

<table>
<thead>
<tr>
<th>Reenrolled Students</th>
<th>A qualifying reenrolled student may drop a seventh course in accordance with law.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course Dropped During a Bachelor’s Program</td>
<td>A course dropped by a student while pursuing a bachelor’s degree that the student ultimately earned may not be counted toward the limit on the number of dropped courses.</td>
</tr>
<tr>
<td>Dual Credit or Dual Enrollment Course</td>
<td>A dual credit or dual enrollment course dropped by a student before graduating from high school may not be counted toward the limit on the number of dropped courses.</td>
</tr>
<tr>
<td>COVID-19 Pandemic</td>
<td>A course dropped by a student during the 2020 spring or summer semester or the 2020-21 academic year because of a bar or limit on in-person course attendance due to the COVID-19 pandemic may not be counted toward the limit on the number of dropped courses.</td>
</tr>
</tbody>
</table>

Procedures

The College President shall develop procedures to implement this policy and shall publish the procedures in the College District catalog.
Note: For complaints of discrimination, harassment, and retaliation on the basis of a protected characteristic, see FFDA and FFDB.

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

1. Compel, require, induce, or solicit any person to provide a diversity, equity, and inclusion statement or give preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement;

2. Give preference on the basis of race, sex, color, ethnicity, or national origin to a participant in any College District function; or

3. Require as a condition of enrolling at the College District or performing any College District function any person to participate in diversity, equity, and inclusion training that references race, color, ethnicity, gender identity, or sexual orientation, unless it was developed by an attorney and approved in writing by the College District’s general counsel and the Coordinating Board for the sole purpose of ensuring compliance with any applicable court order or state or federal law.

The prohibitions do not apply to:

1. Academic course instruction;

2. Scholarly research or a creative work by College District employees or students;

3. An activity of a student organization registered with or recognized by the College District;

4. Guest speakers or performers on short-term engagements;

5. A policy, practice, procedure, program, or activity to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity;

6. Data collection; or

7. Student recruitment or admissions.

Questions regarding allowable activities may be directed to the Provost and Vice President, Academic Affairs or the Vice President, Administrative Services.
Note: For related information on diversity, equity, and inclusion initiatives, see BG for diversity, equity, and inclusion offices, CFE for contractor discipline, DAA for employees, and DH for employee discipline.
The Board shall establish graduation requirements in a manner consistent with applicable law. The College District catalog shall address the degrees and certificates, the semester credit hours or continuing education units, and other requirements that must be satisfied to obtain each degree or certificate awarded by the College District.

Graduation requirements may be found in the online College Catalog.
**Note:** For complaints of discrimination, harassment, and retaliation on the basis of sex or gender, see FFDA. For all other discrimination, harassment, and retaliation complaints related to this policy, see FFDB.

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

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

**Publication**
The procedures and the liaison’s contact information shall be published in the student and employee handbooks and posted on the College District’s website.
Upon recommendation by the College President, tuition and fees shall be set annually by the Board and shall be published in the College District catalog and other appropriate publications.

**Excessive Hours or Repeated Courses**

The Board shall determine annually if the College District shall charge a resident a higher tuition rate for excessive hours or repeated courses in accordance with law. If the Board adopts a higher rate, the Board shall describe any applicable exemptions. The rates, exemptions, and required notice shall be published in the College District catalog and other appropriate publications.

**Waivers**

The College District shall publish in the College District catalog and other appropriate publications:

1. The tuition and fee waivers the College District is required by law to grant; and
2. Any legally authorized tuition and fee waiver adopted by the Board.

**Collection of Tuition and Fees**

- **Installment Payments**
  The Board may adopt an installment payment plan in accordance with state law.

- **Collection Procedures**
  The College President is authorized to develop procedures for the collection of tuition and fees.

**Refund Policy**

The College District shall refund tuition and fees for courses from which the students drop or withdraw in accordance with law and related provisions adopted by the Board and published in the College District catalog and in any other appropriate College District publication. Tuition and fees paid directly to the institution by a sponsor, donor, or scholarship shall be refunded to the source rather than directly to the student.
Note: This policy addresses complaints of sex discrimination, sexual harassment, sexual assault, dating violence, domestic violence, stalking, and retaliation targeting students. For additional legally referenced material relating to discrimination, harassment, and retaliation, see FA(LEGAL) Equal Educational Opportunity and FAA(LEGAL) Pregnant and Parenting Students. For sex discrimination, sexual harassment, sexual assault, dating violence, domestic violence, stalking, and retaliation targeting employees, see DIAA Freedom From Discrimination, Harassment, and Retaliation – Sex and Sexual Violence.

Statement of Nondiscrimination

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

Definitions

Discrimination

Sexual Harassment

By an Employee

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

1. A College District employee causes the student to believe that the student must submit to the conduct to participate in a college program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or

2. The conduct is so severe, persistent, or pervasive that it limits or denies the student’s ability to participate in or benefit from the College District’s educational program or activities.

By Others

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

Sexual Violence

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

**Dating Violence**

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

**Domestic Violence**

“Domestic violence” means violence committed by:

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

**Stalking**

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

For the purposes of this definition:

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

2. “Reasonable person” means a reasonable person under similar circumstances and with similar identities to the victim.
Examples of sexual harassment of a student may include (but are not limited to) sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; rape; sexual assault as defined by law; sexual battery; sexual coercion; and other sexually motivated conduct, communications, or contact.

Examples may also include (but are not limited to) forms of dating violence, domestic violence, or stalking, such as physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student’s family members, or members of the student’s household; destroying the student’s property; threatening to commit suicide or homicide if the student ends the relationship; tracking the student; attempting to isolate the student from friends and family; threatening a student’s spouse or partner; or encouraging others to engage in these behaviors.

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

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

Gender-Based Harassment

Examples of gender-based harassment directed against a student, regardless of the student’s or the harasser’s actual or perceived sexual orientation or gender identity, may include (but are not limited to) offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Prohibited Conduct

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

Complainant

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

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

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

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

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

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

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

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

Any College District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct, regardless of when or where the incident occurred, shall immediately notify the Title IX coordinator and shall take any other steps required by this policy. Additionally, the employee may report to the College President or designee.
A report against the College President must also be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

**Exceptions**

**Disclosure at Event**

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

**Employee Subject to Confidentiality Rules**

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

**Peace Officer**

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

**Prior Report**

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

**Title IX Coordinator**

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

**Title IX Coordinator:** Dr. Eva Munguia, Executive Director, Student Success and HSI Project Director, Title IX Coordinator Services

**Address:** Nigliazzo Administration Building, Room 909, 2600 South First Street, Temple, TX 76504

**Telephone:** (254) 298-8591

**Email:** Title IX Coordinator email

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DATE ISSUED: 12/19/2023
UPDATE 46
FFDA(LOCAL)-X
Webpage: Title IX/Sexual Misconduct webpage

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

**Timely Reporting**
A failure to immediately report prohibited conduct may impair the College District’s ability to investigate and address the conduct.

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

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

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

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

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

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

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

**Initial Assessment**
Upon receipt or notice of a report, the Title IX coordinator shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the Title IX coordinator shall promptly offer supportive measures to the complainant. The Title IX coordinator shall explain the process for filing a formal complaint and assess any request not to investigate. If the College District moves forward with the investigation, the Title IX coordinator shall immediately provide notice to the known parties to the complaint.
If the Title IX coordinator determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the Title IX coordinator shall refer the complaint for consideration under the appropriate policy.

Request Not to Investigate

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

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

Formal Complaint

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

Notice to Parties

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

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

Informal Resolution

The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution of the complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within 10 days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process. This process is not available in situations where an employee is alleged to have sexually harassed a student.
If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation, except as provided below at Criminal or Regulatory Investigation.

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

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

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

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

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

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

**Concluding the Investigation**

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

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

**Notification of the Report**

The Title IX coordinator shall provide the investigation report, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the complainant and the respondent promptly following receipt. The parties shall be given 10 days to respond to the report.

**College District Action**

The Title IX coordinator shall submit the investigation report and any response from the parties to the Vice President, Academic Affairs promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.

The Vice President, Academic Affairs or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed 10 days, following the receipt of the investigation report. The hearing shall be conducted in accordance with law and College District procedures.

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

**Disciplinary or Corrective Action**

If the Vice President, Academic Affairs or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

Examples of disciplinary or corrective action may include:
• Implementing the disciplinary measures described in FM Discipline and Penalties for students or DH Employee Standards of Conduct and DM Termination of Employment series for employees;

• Providing a training program for those involved in the complaint;

• Providing a comprehensive education program for the College District community;

• Providing counseling for the victim and the party who engaged in prohibited conduct;

• Permitting the victim or student who engaged in the prohibited conduct to drop a course in which they both are enrolled without penalty;

• Conducting follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred;

• Involving students in efforts to identify problems and improve the College District climate;

• Increasing staff monitoring of areas where prohibited conduct has occurred;

• Reaffirming the College District’s policy against discrimination and harassment; and

• Taking other actions described in College District regulations.

Exception

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

Improper Conduct

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

Dismissal of Complaint

Mandatory Dismissal

An allegation presented as a formal complaint under Title IX is subject to the mandatory dismissal procedures under law.
Any complaint may be dismissed at any time on request of a complainant. The Title IX coordinator must first assess the request in accordance with this policy at Request Not to Investigate, above.

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

Upon dismissal of a complaint, the Title IX coordinator or the Vice President, Academic Affairs, or designee shall provide the parties written notice of the dismissal.

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

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

A person who is alleged to have experienced retaliation may pursue a claim under this policy or policy DIAA Freedom From Discrimination, Harassment, and Retaliation – Sex and Sexual Violence, as appropriate.

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

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

If the Vice President, Academic Affairs or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A conference shall be scheduled within 10 days of the notice of determination in accordance with FMA(LOCAL) Discipline and Penalties – Discipline Procedure, beginning at Appeal to College District Administration.
If the Vice President, Academic Affairs or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President to schedule an expulsion hearing before the Board in accordance with FMA(LOCAL) Discipline and Penalties – Discipline Procedure.

If the Vice President, Academic Affairs or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the Vice President, Academic Affairs or designee shall inform the student that the student may appeal the determination within 10 days in accordance with FMA(LOCAL) Discipline and Penalties – Discipline Procedure, beginning at Appeal to College District Administration.

If the Vice President, Academic Affairs or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the Vice President, Academic Affairs or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA Term Contracts – Termination Mid-Contract.

If the Vice President, Academic Affairs or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the Vice President, Academic Affairs or designee shall inform the employee that the employee may appeal the determination within 10 days in accordance with DGBA Personnel-Management Relations – Employee Grievances, beginning at Level Three.

All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) Personnel-Management Relations – Employee Grievances for employees, FLD(LOCAL) Student Rights and Responsibilities – Student Complaints for students, and GB(LOCAL) Public Complaints and Hearings for community members]

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

Retention of records shall be in accordance with the College District's records retention procedures. [See CIA Equipment and Supplies Management – Records Management]

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

1 Title IX Coordinator email: mailto:eva.munguia@templejc.edu
2 Title IX/Sexual Misconduct webpage: https://www.templejc.edu/resources/campus-police/title-ix-sexual-violence/
Note: This policy addresses bullying targeting College District students. For provisions regarding discrimination and harassment targeting College District students, see FFDA and FFDB.

Bullying Prohibited

The College District prohibits bullying as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of College District policy and is prohibited.

Definitions

Bullying

Bullying occurs when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on College District property, at a College District-sponsored or College District-related activity, or in a vehicle operated by the College District and that:

1. Has the effect or will have the effect of physically harming a student, damaging a student’s property, or placing a student in reasonable fear of harm to the student’s person or of damage to the student’s property; or

2. Is so sufficiently severe, persistent, and pervasive that the action or threat limits or denies a student’s ability to participate in or benefit from the College District’s educational program.

Examples

Bullying of a student may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name-calling, rumor spreading, or ostracism.

Retaliation

The College District prohibits retaliation by a student or College District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

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

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College District investigation regarding bullying or retaliation as defined by this policy shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying or retaliation shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the College District’s ability to investigate and address the prohibited conduct.
To obtain assistance and intervention, any student who believes that the student has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to an instructor, counselor, administrator, or other College District employee.

Any College District employee who suspects or receives notice that a student or group of students has or may have experienced bullying or retaliation shall immediately notify the Title IX Coordinator.

A report may be made orally or in writing. The Title IX Coordinator or designee shall reduce any oral reports to written form.

The Title IX Coordinator or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFDA or FFDB, including harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, disability, or age. If so, the College District shall proceed under policy FFDA or FFDB, as appropriate, instead. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFDA or FFDB, as appropriate, shall include a determination on each type of conduct.

The Title IX Coordinator or designee shall conduct an appropriate investigation based on the allegations in the report. The Title IX Coordinator or designee shall promptly take interim action calculated to prevent bullying or retaliation, as defined by this policy, during the course of an investigation, if appropriate.

Absent extenuating circumstances, the investigation should be completed within ten College District business days from the date of the initial report alleging bullying or retaliation, as defined by this policy; however, the Title IX Coordinator or designee shall take additional time if necessary to complete a thorough investigation.

The Title IX Coordinator or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying or retaliation, as defined by this policy, occurred. A copy of the report shall be sent to the College President or designee.

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

Examples of corrective action may include:
Implementing a training program for the individuals involved in the complaint;

Implementing a comprehensive education program for the College District community;

Conducting follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred;

Involving students in efforts to identify problems and improve the College District climate;

Increasing staff monitoring of areas where bullying or retaliation has occurred; and

Reaffirming the College District's policy against bullying and retaliation.

If the investigation reveals improper conduct that did not rise to the level of bullying or retaliation as defined by this policy, the College District may take disciplinary or any other appropriate corrective action.

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

A student who is dissatisfied with the outcome of the investigation may appeal through FLD(LOCAL), beginning at the appropriate level.

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

Information regarding this policy and accompanying procedures shall annually be made available to College District employees and students and shall be published on the College District’s website. Copies of the policy and procedures shall be readily available at the College District’s administrative offices.
Definitions

Student

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

Premises

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

Scholastic Dishonesty

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

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

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

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

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

Disorderly Conduct

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

1. Behavior of a boisterous and tumultuous character such that there is a clear and present danger of alarming persons where no legitimate reason for alarm exists.
2. Interference with the peaceful and lawful conduct of persons under circumstances in which there is reason to believe that such conduct will cause or provoke a disturbance.

3. Violent and forceful behavior at any time such that there is a clear and present danger that free movement of other persons will be impaired.

4. Behavior involving personal abuse or assault when such behavior creates a clear and present danger of causing assaults or fights.

5. Violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which there is reason to believe that such conduct will cause or provoke a disturbance.

6. Willful and malicious behavior that interrupts the speaker of any lawful assembly or impairs the lawful right of others to participate effectively in such assembly or meeting when there is reason to believe that such conduct will cause or provoke a disturbance.

7. Willful and malicious behavior that obstructs or causes the obstruction of any doorway, hall, or any other passageway in a College District building to such an extent that the employees, officers, and other persons, including visitors, having business with the College District are denied entrance into, exit from, or free passage in such building.

Responsibility

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

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

1. Demonstrate courtesy, even when others do not;
2. Behave in a responsible manner, always exercising self-discipline;
3. Attend all classes, regularly and on time;
4. Prepare for each class and take appropriate materials and assignments to class;
5. Obey all classroom rules;
6. Respect the rights and privileges of students, faculty, and other College District staff and volunteers;

7. Respect the property of others, including College District property and facilities; and

8. Cooperate with and assist the College District staff in maintaining safety, order, and discipline.

Prohibited Conduct

Federal, State, and Local Law

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

Prohibited Weapons and Devices

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

Drugs and Alcohol

Behaviors regarding drugs and alcohol and associated paraphernalia shall be prohibited as described in policy FLBE Student Conduct – Alcohol and Drug Use.

Debts

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

Disruptions

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

Behavior Targeting Others

The following behavior targeting others shall be prohibited:

1. Threatening another person, including a student or employee;

2. Intentionally, knowingly, or negligently causing physical harm to any person;

3. Engaging in conduct that constitutes harassment, sexual assault, dating violence, stalking, or bullying directed toward another person, including a student or employee; [See DIA Freedom From Discrimination, Harassment, and Retaliation – Sex and Sexual Violence series, FFD Freedom From Discrimination, Harassment, and Retaliation – Sex and Sexual Violence series, and FFE Student Welfare – Freedom From Bullying as appropriate]

4. Hazing with or without the consent of a student; [See FLBC(LEGAL) Student Conduct – Prohibited Organizations and Hazing]

5. Initiations by organizations that include features that are dangerous, harmful, or degrading to the student, a violation of
which also renders the organization subject to appropriate discipline; and

6. Endangering the health or safety of members of the College District community or visitors to the premises.

**Property**

The following behavior regarding property shall be prohibited:

1. Intentionally, knowingly, or negligently defacing, damaging, misusing, or destroying College District property or property owned by others;

2. Stealing from the College District or others; and

3. Theft, sabotage, destruction, distribution, or other use of the intellectual property of the College District or third parties without permission.

**Directives**

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

**Tobacco and E-cigarettes**

Possession or use of tobacco products or e-cigarettes on College District property without authorization shall be prohibited. [See FLBD(LEGAL) Student Conduct – Tobacco Use]

**Exception**

Smoking and the use of tobacco products and e-cigarettes shall be permitted in privately owned vehicles on College District property.

**Misuse of Technology**

The following behavior regarding misuse of technology shall be prohibited:

1. Violating policies, rules, or agreements signed by the student regarding the use of technology resources;

2. Attempting to access or circumvent passwords or other security-related information of the College District, students, or employees or uploading or creating computer viruses;

3. Attempting to alter, destroy, disable, or restrict access to College District technology resources including but not limited to computers and related equipment, College District data, the data of others, or other networks connected to the College District’s system without permission;

4. Using the internet or other electronic communications to threaten College District students, employees, or volunteers;

5. Sending, posting, or possessing electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal;
6. Using electronic means to engage in or encourage illegal behavior or threaten the safety of the College District, students, employees, or visitors; and

7. Possessing published or electronic material that is designed to promote or encourage illegal behavior or that could threaten the safety of the College District, students, employees, or visitors.

**Dishonesty**

The following behavior regarding dishonesty shall be prohibited:

1. Scholastic dishonesty, as defined above;

2. Making false accusations or perpetrating hoaxes regarding the safety of the College District, students, employees, or visitors;

3. Intentionally or knowingly providing false information to the College District; and

4. Intentionally or knowingly falsifying records, passes, or other College District-related documents.

**Gambling and Other Conduct**

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

**Discipline**

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

1. While on College District premises;

2. While attending a College District activity; or

3. While elsewhere if the behavior adversely impacts the educational environment or otherwise interferes with the College District’s operations or objectives.

**Publication**

The student conduct rules contained in this policy and any other conduct rules of the College District developed by the College President shall be published in the student handbook.
Requests for public information shall be made to the College District by one of the following methods:

1. Hand delivery;
2. U.S. mail to 2600 South First Street, Temple, TX 76504; or
3. Completion of the appropriate form.

Nonbusiness Days

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

Suspension of Public Information During a Catastrophe

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

Charging for Personnel Time

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

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

1 Institutional Effectiveness, Research, and Planning form: https://www.templejc.edu/about/ierp/
Faculty Council Report to the Temple College Board of Trustees
June 17, 2024

Faculty Council Elections

Elections have wrapped up. We will be announcing the new Faculty Council Executive Board and committees in the August/September Board report.

Claudia and WT Barnhart Award

The nominees are in and Faculty will be conducting voting through summer. We will be about announce the 2025 Claudia and WT Barnhart winner this August/September.

Faculty Accomplishments

As we get summer classes going I have waited to collect accomplishments from the faculty. I will be posting those in the next board report.

Thank you.
MEMORANDUM
Provost, Academic Affairs
and Student Services

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

STUDENT SPOTLIGHT: We will highlight the incredible accomplishments of our SkillsUSA STEM Club students.

OUTSTANDING EMPLOYEE SPOTLIGHT: We will recognize Shannon Bralley, Associate Vice President, Student Services and Enrollment Management, and Dr. Jason Locklin, Dean, Natural Sciences, for their outstanding accomplishments as they participated in the Texas Success Center’s Leadership Academy.

eLEARNING, EDUCATION TECHNOLOGIES and ONLINE SERVICES
Vendor Management
Honorlock Proctoring Solution
  - Honorlock usage data as of May 31:

<table>
<thead>
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<th>Usage</th>
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<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
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<tr>
<td>Exams Taken</td>
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<td>428</td>
<td>303</td>
<td>819</td>
<td>841</td>
<td>744</td>
<td>609</td>
<td>165</td>
<td>649</td>
<td>456</td>
<td>797</td>
<td>678</td>
</tr>
</tbody>
</table>

Panopto Screen Recorder
- The conversion of existing VidGrid recordings is scheduled for May 10.
- Training sessions were conducted on May 22 and 23. Faculty training sessions (live and recorded) were uploaded to Center for Training and Learning web portal:
  - Panopto 45 Minute Basic Faculty Training
  - Panopto 45 Minute Beyond the Basics Faculty Training

Readspeaker
- The Office of Accommodations reports that students are using the solution and like it; they state it is simple to use.
Tutor.Com

- Usage data as for spring semester as of May 31

| Current Number of Fall Semester Sessions | 486 |
| Active Students                          | 68  |
| Average Session Length (minutes)         | 32.00 |
| Student Rating                           | 4.72/5.00 |
| Recommended Rate                         | 98.00 |
| Contract Hours Used (hours)              | 265.22/ 400 |
| Contract Hours Used (%)                  | 66  |

Administrative Supervisor Training

- Brian attended the 3rd session in the three-part Communication series on April 26.

Committees

eLearning Advisory Committee

- The spring semester meeting conducted on May 14. A Microsoft Teams page was created, committee members were enrolled, and agenda and topics documents were uploaded.

Center for Teaching and Learning Committee

- A summer 2024 Leopards Learn Conference occurred on May 20. Brian invited the following faculty to present on the following topics:
  - Kim Clawson: Uploading Videos of Different Formats to D2L
  - Brian St. Amour: D2L Bits & Bytes, Did You Know?
  - Ray Stockstad: Using Panopto video recorder
- Sessions were also scheduled for fall semester, including a session on using the new D2L Creator+ module.

Website Steering Committee

- Christa Quigley and Brian St. Amour met with the Marketing team on May 9 to review department page layout, topics, and content.

Policy Manual Review Committee

- Staff updated the eLearning Advisory Committee (ELAC) policy to state that the committee meets a minimum of once per semester, or on-call by the chair, as determined due to special projects, initiatives, developments, or need-to-know updates or briefings.

Surgical Technology Program Advisory Committee

- Brian St. Amour attended the spring 2024 Surgical Technology Program Advisory Committee meeting on April 2. Brian will investigate a one-time partial contribution of funds from the eLearning department to cover some of the software cost.

Community
ReadSpeaker

- Brian St. Amour attended a ReadSpeaker Advisory Board Meeting on May 22, and discussions included new release updates, language support, and strategy discussion.

ENGINEERING TECHNOLOGY

Important milestones/achievements for the department, individuals, faculty, or staff:

- May 11 Graduation
- May 30 Mr. Askey attended NC3 Round Up, San Antonio, TX

Community Outreach

- May 16 Dr. Melendez attended STEM Nation at Hutto, TX
- May 20 Mr. Askey, Mr. Griffith, and SkillsUSA STEM Club students presented hands-on activities at the Temple College, Taylor Chamber Luncheon.

Upcoming Events

- June 24-29 National SkillsUSA Conference
  - SkillsUSA STEM Club to attend National Conference and receive Models of Excellence recognition. TC is one of 24 schools in the country and the first community college in the State of Texas to receive this honor.
    - 10 students will be attending and competing as follows:
      - Models of Excellence
      - Outstanding Chapter
      - Community Service
      - And 2 state delegates
- June 17-21 Summer Camp
- July 16 & 17 Summer Bridge Program

EAST WILLIAMSON COUNTY HIGHER EDUCATION CENTERS

- Summer Kids/Youth Camps will be hosted at both Centers:
  - Art of Barbering – June 10-14, Hutto & June 17-21, Taylor
  - Amazing Machines – June 10-14, Taylor
  - Spy Bots/Drones – June 10-14, Taylor
  - Video Production – June 10-14, Taylor
  - Drones – June 17-21, Hutto
  - LEGO Fun – June 17-21, Hutto
  - U-Tubers Gamers Unite – June 17-21, Hutto
  - Camp Code – June 24-28, Taylor

- EWCHEC Student & Community Events this month:
  - May 28 – First day of Summer classes
  - June 3 - 28 – TBI Summer Math Camp, Hutto Center
  - June 4 – Workforce Solutions, Rural Capital Area Workshop, Taylor Center
STUDENT SERVICES AND ENROLLMENT MANAGEMENT (SS & EM)

Division Updates

The Student Services and Enrollment Management Division is holding New Student Orientation Sessions weekly. New Student Orientation will be held over eleven sessions throughout the summer, rotating morning, afternoon, evening and weekends. This is an increase from six sessions in 2023, and two sessions per summer in the years prior.

 Rather than a small group hosting all orientation sessions, the entire Temple SS & EM team is serving on the New Student Orientation committee, rotating in various roles to stay fresh and enthusiastic. Additionally, the NSO program has added a mixer for 30-minutes prior to the start of the orientation program where students and their families can meet faculty and key staff members who provide support services to students, as well as opportunities for peer led ice breakers meant to build relationships between students attending New Student Orientation. Faculty and staff have signed up to attend these sessions in order to connect with students to talk about academic programs, as well as the services provided by programs such as the Temple College Foundation Scholarship, Circle of Support, HSI/STEM program, the library, and tutoring services.

Departmental Updates

Admissions and Records

- Kaci Robinson was nominated as Admissions and Records Employee of the Month by her colleagues in May at the monthly Admissions team meeting.
- Ms. Bachman and Ms. Bland completed 61 grade changes this month.
- Ms. Bland and Ms. Bachman have been attending weekly CRM Zoom meetings to assist in Spam Application filtering, Application error resolutions, and updating program specifications to better describe the differences between AA and AAS to students.
- Ms. Bland attended the New Website User Training on May 13th from 9 am to 11 am.
- Ms. Bachman and Ms. Bland attended the SS and EM Website discussion with Laura Ellis on May 16th in the OCC conference room.
- Ms. Bachman delivered the caring champion gift to Kim George with the Fun Fairies on May 7th.
- Admissions staff regularly checks Clearinghouse, Parchment, Apply Texas, and SPEEDE for admissions documents to process, degree verifications, reverse transfers, diploma replacements, and manual entry applications. In addition, all mail is received for distribution and processing.
Ms. Bland and Ms. Bachman are working on application import errors daily (CAIE).
Ms. Bachman attended the “Addressing Poor Performance” supervisor training hosted in Berry Hall, on May 3rd.
The Admissions office assisted with issuing student IDs to the new LVN and ADN-Bridge classes after their nursing orientation.
Ms. Bachman and Ms. Fiedler presented during the Summer 2024 Leopards Learn Conference on May 20th. The presentation “All Aboard the Temple College Express” discussed the student onboarding experience and how each TC member can assist in a seamless admittance experience for the student.
Ms. Bland, Ms. Bachman, and Ms. Robinson reviewed/completed 97 subs for additional students who could qualify for May 2024 graduation.
Ms. Bland submitted end of term and degree verify reports for National Student Clearinghouse.
May 15 Ms. Bachman hosted a follow-up meeting for graduation ceremony feedback to identify best practices and improvements for next year.
Reverse transfer transcripts are being reviewed to award degrees to former students.
Ms. Robinson continues to process summer graduation applications and has begun receiving fall graduation applications.

Academic Advising/Enrollment Coordinators
- Academic Advisors, Ms. Alexz Martinez, Ms. Hattrice Freeman, Ms. Laura Rodriguez, and Mr. Derrick Webb have been assisting students with summer and fall 2024 registration.
- On April 16, 2024 Ms. Bachman trained HSI Director, Eva Munguia, how to register students in Self-Service. Eva and a member of her team were also trained to enter Texas College Bridge waivers.
- Ms. Bachman attended a Website meeting to plan out the design for the Advising page on the new website.
- Ms. Rodriguez attended the Annual Texas Hispanic Serving Institution Conference from May 22-24.
- Ms. Bachman has been working with Billie Logiudice, HSI Advisor, to refresh on Advising and Admissions training.
- An email was sent to students regarding the first day of the summer semester and extended add/drop period.
- Ms. Bachman attended a day workshop on campus with Temple College’s Texas and Rural Pathways coaches.
- Ms. Martinez presented at the Summer Welcome Week Leopard Learn session. Her presentation was titled, Walking on Sunshine: Building Student Confidence through Self Determination.
- Ms. Bachman met with the E-Learning Advisor committee for updates with D2L roll out and VidGrid change over to Panopto.

Financial Aid
- Mary Daniel, Director of Financial Aid, reports for 2023-2024, 2089 learners at Temple College received Pell grants for a total disbursed amount of $8,128,283.64; 1206 learners received Direct Loans for a total disbursed amount of $7,545,315.00.
• For the 2023-2024 school year 8142 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 started pulling in the 2024-2025 FAFSA and have pulled in 239.

Student Retention
• We had 360 students named to the spring 2024 Temple College President’s list, making a 4.0 grade point average while enrolled in at least nine hours of courses.
• We had 395 students named to the spring 2024 Temple College Vice President’s list, making a minimum of 3.5 while enrolled in at least nine hours of courses.
• We had 19 students complete online New Student Orientation in the month of May.
• We 57 Students have registered for summer 2024 New Student Orientation sessions to date.
• Nine students have submitted Academic Suspension Appeals for summer 2024.
• Temple College Student Success Coaches Becca Ormsbee and Becky Martinez have been busy advertising and preparing New Student Orientation as they lead the divisional team coordinating New Student Orientation.

Student Accommodations/International Advising/Foster Care Liaison
• On May 9th - Ms. Reid spoke to the ESL class about continuing their education at Temple College and explained to students how to send international transcripts to Temple College and what certifications and degrees Temple College offers. Ms. Reid also discussed the visa process to students and the steps F1 visa students must take to attend Temple College.
• On May 11th - Ms. Reid assisted with Temple College graduation at the Cadence Expo Center.
• On May 20th - Ms. Reid attended summer welcome week presentations to learn how to assist our students and to learn new technology applications.
• On May 27th Ms. Reid emailed 150 accommodation letters for students for summer and is currently accepting applications for accommodation students for summer and fall 2024 semesters. Ms. Reid is currently accepting Title IX pregnancy accommodation applications for students for summer semesters and fall semester.
• On May 28th- Ms. Reid emailed resources and information about the Education Training Voucher funds for foster care students attending Temple College to help them with college expenses.
• Ms. Reid is currently accepting applications for international F1 visa students for the fall 2024 semester. Temple College currently has eighteen F1 visa international students 2024 with more students still in the application process for fall 2024.

Testing Center
• Ms. Monique Gibson reports the Temple College Testing Centers final exam testing periods for students for 16 and 2nd 8 weeks of spring 2023 went smoothly. Testing accommodated all walk-ins as well as requests for appointments.
• The Testing department administered TCOLE exams and CASA exams on behalf of Adult Education and Literacy, as well as observing an increase in class exams this term for Temple College classes and for community members needing proctoring for outside institutions.
• Additionally, Allied Health program deadlines are approaching for spring 2023, leading to an increase in students testing for program entry (HESI and TEAS examinations).
• Testing Centers had an increase in Texas Success Initiative exam (TSIA2) student testers, many of whom are enrolling for summer and fall 2023.

**Tutoring Services**
• Mr. Mike Hein, Coordinator, reports the Math Lab (ML) and Writing Center (WC) have seen significant utilization of tutoring sessions by students from April 29, 2024 to May 28, 2024.
• Outreach/collaboration and internal marketing has included working closely with HSI L.E.A.D.S. and our Math Department
• Revisions and additions to our onboarding/training processes are underway.
• Following recent turnover and excepting more soon in both the ML and WC, recruiting is underway.
• A survey is being created and a QR code will be posted on the inside of our main entrance’s/exit’s door to encourage students to review our services.
• Mr. Hein continues to work on committees/work groups to ensure the ML is in alignment with TC’s vision and goals. Meetings continue to be frequent.
  o The coordinator provided a workshop student conduct at our second Leopards Learn event.
• Following recent turnover and excepting more soon in both the ML and WC, recruiting is underway.
• Work continues on a project to expand resources for scholarship writing which will be posted on the WC’s webpages.
• Thanks to the input of team members, revisions to our training program continue. We expect turnover of at least two consultants over the next month and hope to pilot our new training with incoming staff.
• Mr. Hein continues to work on committees/work groups to ensure the WC is in alignment with TC’s vision and goals. Meetings continue to be frequent.
  o The coordinator provided a workshop student conduct at our second Leopards Learn event.

**Veterans Affairs**
• Students have begun their summer semester with registrations for the fall 2024 semester still ongoing. Mr. French has built the sponsorships for the fall 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 completed their annual compliance survey with the VA. The VA contracts a 3rd party compliance officer to conduct these visits. The visit went well with Mrs. McCauley taking charge of the operation. Mrs. McCauley developed a strategic way to organize the documents that were requested and had
the VA student workers pull the requested documents in the order Mrs. McCauley requested.
• The compliance visit was a success with Temple College VA only missing a few of the requested documents from the compliance survey. Thanks to Mrs. McCauley’s organization and structuring of the tasks, Mr. French and Mrs. McCauley were able to proficiently complete the survey.
AGENDA ITEM 9-A

Administration of the Oath of Office to Newly-Elected Member of the Board of Trustees

Recommendation: No Action Required

One Incumbent candidate re-elected to the Board of Trustees at the May 4, 2024 General Election will take the Oath of Office at the meeting. The Oath of Office will be administered by Judy Dohnalik as a Notary Public, State of Texas, County of Bell.

Dr. Alejandro "Alex" Arroliga-Place 2-Term will expire 2030
MEMORANDUM
Office of the Vice President for Administrative Services

To: Dr. Ponce and the Board of Trustees

From: Brandon Bozon

Date: June 13, 2024

Re: Consideration of Approval of an Agreement to Corgan from the RFQ 24-01, EWCHEC-Hutto Master Plan solicitation.

Staff Recommendation: Approval

The Board is asked to Approve an Agreement to Corgan from the RFQ 24-01, EWCHEC-Hutto Master Plan solicitation.
Agreement Approval

Description: Consideration of Approval of an Agreement to Corgan from the RFQ 24-01, EWCHEC-Hutto Master Plan solicitation.

Recommendation: The Board is asked to Approve an Agreement to Corgan from the RFQ 24-01, EWCHEC-Hutto Master Plan solicitation.

The College issued a Request for Qualifications (RFQ) 24-01 EWCHEC-Hutto Master Plan for Master Plan services in accordance with the requirements listed within the Texas Education Code. The solicitation was advertised in the Temple Daily Telegram and the State of Texas Electronic State Business Daily. At the closing time when responses were due the College received seven packages.

The College’s review committee evaluated each response received by the stated deadline and ranked the statements of qualifications received based on the selection criteria mentioned in the request for qualifications. The firms were ranked based on their scores received as follows:

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Over the next few weeks, the College worked with Corgan to develop an agreement for the Master Plan scope of work at the EWCHEC-Hutto campus. The scope of work includes the framework of a Master Plan which provides for; architectural & basic master planning services, enrollment & space need projections, civil, parking & traffic engineering, and cost analysis. The agreed-upon amount for these services is $149,800 with an additional $15,000 allotted for reimbursable project expenses (at cost, less tax). Further details about the agreement can be found in Corgan’s Proposal for Professional Services (see attached). The total basic compensation amount not to exceed for these services is $164,800.

In addition to the basic professional service compensation listed above, the college expressed interest in optional additional services. The optional additional services listed are; demographics and labor market study, utilization study, enhanced bond or tax ratification election support, enhanced campus technology master plan, enhanced building basis of design & detailed cost analysis, existing building facility assessment & cost analysis, campus landscape master plan, and survey, boundary and replatting services.
The college will try to use mutual resources whenever possible to avoid having to exercise an option for the optional additional services. Designing the agreement with these options gives the College the flexibility to quickly resolve any gaps in additional data needed without having to release another solicitation.

Funds are budgeted for the EWCHEC-Hutto Master Plan project. Based on the RFQ results, the Board of Trustees is now asked to approve an agreement to Corgan in the amount of $457,300, if all optional additional services are exercised. The initial purchase order to Corgan will be in the amount of $164,800 and change orders to this purchase order will be made as any optional additional service is selected. The Board of Trustees is also asked to approve the Vice President of Administration 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
April 30, 2024  
Rev. 1 June 12, 2024

Dr. Christy Ponce and  
The Temple College Board of Trustees  
President  
Temple College

VIA ELECTRONIC MAIL: c/o: brian.supak@templejc.edu

Re: Proposal Professional Master Planning Services  
Temple College – East Williamson County Higher Education Center

Dear Dr. Ponce and Trustees,

It is an honor to have the opportunity to provide professional architectural, master planning and engineering services related to your East Williamson County Higher Education Center (EWCHEC). On behalf of our entire team – thank you.

PROPOSAL FOR PROFESSIONAL SERVICES

PROJECT PARAMETERS

Temple College (TC) (College), an educational sub-division of the State of Texas, seeks to validate and build upon the 2010 Master Plan for the EWCHEC site, especially as it relates to site development, logical division, and cohesive development.

1. The College serves portions of Bell, Williamson, and Milam counties Central Texas
   a. TC’s Service Area is defined by Independent School District (ISD) Boundaries.
   b. Tax Districts include Temple ISD and Hutto ISD.
   c. Other ISDs make up the Service Area

2. The EWCHEC Campus is in Hutto, Texas, (Williamson County). Hutto is the Authority Having Jurisdiction (AHJ).

3. The EWCHEC site is comprised of a 56.8 +/- acres site located off TX Toll 130 and US 79.
   a. TC has a 50% undivided interest in the site.
   b. Texas State Technical College (TSTC) is the Owner of the remaining 50%.
   c. Discussions are underway as to how the site might be co-developed The Master Plan will consider development scenario based on the two ownership structures.

4. There is a single building of approximately 120,000 GSF in three stories of construction which houses academic, training, and administrative functions. The building and associated parking is located on the north end of the 57-acre tract.

5. Constructed in 2013, the building is generally in good condition.

6. Currently TC, TSTC, and Texas A&M Central Texas use the building for class offerings.

7. The time frame of the master plan is 2025 – 2035.
It is agreed and understood that Master Implementation Plans are developed by an evolutionary and iterative process which may modify these or uncover new project parameters. Corgan will identify any new or emerging project parameters to TC as discovered. New project parameters may modify our Scope of Services, Schedule, and related Compensation.

No new services or compensation adjustment or schedule change resulting from revised or new project parameters will be undertaken without confirming direction from TC in writing.

**SCOPE OF BASIC MASTER PLANING SERVICES**

1. Our basic master planning services will be provided as described in the TC RFQ 24-01 and our Statement of Qualifications and will be organized into the following general areas of service.

   **Learning** – encompassing gathering information about the campus, included current and projected improvements, campus tours, interviews with college leadership, campus leaders, faculty and student stakeholders and community leaders as appropriate. Campus base plans will be assembled using information provided by TC. The learning process will also identify any other information that is needed for the Master Plan and a process for obtaining or generating this information.

   **Research** – encompassing gathering of objective facts regarding future trends in community college education, demographics, labor market analysis, engagement with local industry and business leaders, academic initiatives, career and technology education (CTE) initiatives, space utilization analysis, functional adequacy, bench marking, gap analysis.

   **Planning** – encompassing development of planning scenarios for the campus, Planning scenarios will be grouped into near-term (reactive), mid-term (proactive) and long-term (flexible) scenarios with an overall planning time-period through 2035. The planning process will also consider the campus architectural and landscape character, existing building condition campus infrastructure, and land use.

   **Prioritization** – encompassing development of logical project phasing over time and related projected costs including development of a master schedule and budget plan.

   **Finalization** – encompassing development of executive summary, full master plan report and presentation material.

   **Bond or Tax Ratification Election support** – basic support of your bond or Tax Ratification election efforts will be provided as an overlay to all phases of service above. Basic support, of your decision process prior to calling of the election includes our master planning input stakeholder and community engagement meetings, cost projections for use in determining funding options and phasing to understand cost implications over time.
2. The 2025 – 2035 Master Plan will build upon and extend the existing 2010 Master Plan.

3. Development of a campus master planning including:
   a. Site analysis including opportunities and challenges to development.
   c. Planning workshops as outlined in the following schedule with TC stakeholders and other invited parties.
   d. Space projections to determine near, mid- and longer-term space requirements, including academic, supporting spaces and specialized Career-Technology Education (CTE) spaces.
   e. Development of planning concepts to address near-term, mid-term and long-term needs.
   f. Development of a campus framework plan including new building(s) placement, parking and vehicular circulation, pedestrian circulation, campus aesthetics and building design recommendations.
   g. Limited Civil, Traffic and Parking Engineering to support planning effort, including land use, opportunities and constraints to development, topography, future building locations, parking, utilities, stormwater drainage and impact of thoroughfare plans (AHJ and TxDOT).
   h. Development of a master project phasing plan capturing priority projects in a logical sequence with associated cost projections over a 10-year implementation period.
   i. Development of final master plan report, executive summary, and presentation materials.

4. Our services include the following supporting engineering and other professional disciplines:

   Architect – Master Planner
   (Prime Consultant – Corgan)

   Space Utilization, Demographics, Labor Market, and related services
   (Consultant – FPC)

   Cost Consultant
   (Consultant - IN10)

   Civil, Traffic and Parking Engineering
   (Consultant – Gessner)

   Additionally, the project team will consult with SEC Planning LLC for background on the 2010 Master Plan, but specific role on this master plan is to be determined.

EXCLUSIONS TO OUR SERVICES

The following items are excluded from our basic master planning services and related compensation. If needed or desired by TC, these items can be provided as an additional service except for item one. We do not provide services related to hazardous materials.
1. Services related to the discovery, analysis, and abatement of hazardous materials, including but not limited to asbestos containing materials (ACM), biological hazards such as mold or other hazards or allergens, lead paint, hazardous waste, contamination of soil or other site or existing building hazards.

2. Detailed architectural or engineering verification of existing conditions, materials, and dimensions.

3. Detailed architectural programming

4. Detailed architectural or engineering design, documentation and construction related services. Master Plans by their nature are conceptual in their nature and do not provide sufficient information for regulatory review, permitting or construction.

5. Facilities Assessments, including site assessments for condition, accessibility, code compliance etc.

6. Geotechnical and Environmental Investigations

7. Wetland determination and permitting

8. Floodplain and hydrological studies

9. Design of signage and wayfinding elements

10. Design of site lighting and detailed photometrics

11. Detailed traffic or parking data collection and Traffic Impact Analysis (TIA)

12. Building level technology planning, including IT and structured cabling, network topology, data centers, connectivity, classroom technology, audio-visual systems, security systems, voice (VOIP) systems and access controls.


14. LEED or WELL Building analysis.

BASIC PROFESSIONAL SERVICES COMPENSATION

We propose to provide professional architectural, engineering, planning, programming, and related supporting services as outlined for the Temple College EWCHEC on a stipulated lump sum fee compensation basis:

$ 98,000.00 Architectural and Basic Master Planning Services, inclusive of: Analysis, Planning, workshops and community engagement, phasing plan and reports/documents

$ 11,000.00 Enrollment and Space needs Projections

$ 25,000.00 Civil, Parking and Traffic Engineering

$ 15,800.00 Cost Analysis

$ 149,800.00 SUBTOTAL – BASIC MASTER PLANNING SERVICES

Corgan will serve as TC’s Prime Consultant. Our basic professional services compensation is inclusive of identified consultants as described in this proposal. Consultants and related services not
specifically identified in this proposal are excluded from our Services, but available as additional services if needed.

We also propose compensation for customary reimbursable project expenses such as defined travel, printing, expedited delivery and others to be further defined in our Agreement. All expenses will be billed to the College at our cost (less tax). Unanticipated project expenses, if identified during our services, will be presented to the College in advance and, if approved in writing will be invoiced to the College at cost (less tax).

$ 15,000.00  SUBTOTAL – NTE REIMBURSABLE PROJECT EXPENSES

$164,800.00  TOTAL BASIC COMPENSATION – NOT-TO-EXCEED

OPTIONAL ADDITIONAL SERVICES
Our proposed basic master planning services will provide TC with a visionary, yet achievable plan for the future of the EWCHEC campus through 2035. However, the following services are not included in our scope of basic master planning services but may be desirable to better establish campus priorities and associated costs and to support a bond or Tax Ratification election.

Additionally, some items may be helpful as a “jump start” to detailed planning of future building(s) or site development in anticipation of full architectural services and construction. As some potential optional services are not fully defined currently, we have provided a range of possible cost. The following offers a menu of these optional additional services.

Demographics and Labor Market Study. Our basic master planning services will make use of demographic and labor market information provided by TC or sourced by TC. If needed we can provide these services, including engagement with local business to ascertain growth factors influencing the master plan.  

DEMOGRAPHICS ESTIMATED COST:  ADD $ 3,500  
LABOR MARKET STUDY COST:  ADD $18,000

Utilization Study. Our basic master planning services recognize that the existing building is a shared resource. If needed by TC, we can provide a utilization study including recommendations for efficient use of existing space.  

UTILIZATION STUDY COST:  ADD $6,000

Enhanced Bond or Tax Ratification Election support – Our basic master planning services includes our master planning input to your decision process prior to calling of the election consisting of stakeholder and community engagement meetings, cost projections for use in determining funding options and phasing to understand cost implications over time. We offer a wide range of enhanced services in the run-up to the election to support a successful outcome. Cost for these services is dependent on your specific needs and can determined with further discussions.
Enhanced Campus Technology Master Plan – Your RFQ referenced a technology infrastructure plan. This type of planning is often better performed after completion of your master plan as a stand-alone study. This allows the Technology Plan to overlay projected space needs, campus phasing and other infrastructure. Such a plan includes detailed technology specifications for education technology, standards for security and supporting architectural elements, structured cabling specifications within buildings and at campus level along with a logical plan for deployment over time.

**ESTIMATED COST RANGE:** ADD $30,000 - $40,000

Enhanced Building(s) Basis of Design and Detailed Cost Analysis – Depending on your timing needs for construction of the first new building(s) it may be desirable to develop a Basis of Design which would include detailed programming, room data sheets, massing, and initial building systems narratives. This would approximate one-half of the schematic design phase of full architectural services. The cost range below is based on an example $15,000,000 construction project and excludes the geotechnical investigation which would be needed.

**ESTIMATED COST RANGE:** ADD $40,000- $50,000

Existing Building Facility Assessment and Cost Analysis – We understand that the existing building is relatively recent and in good condition. If desired, a facility assessment and cost analysis would review all maintenance records and conduct an on-site review of all building systems, finishes, and overall condition. A priority plan for repair projects would be developed with associated costs for inclusion into standalone maintenance projects or inclusion in a full or partial remodel of the interior.

**ESTIMATED COST RANGE:** ADD $55,000 - $65,000

Note that his relatively large range in cost would be refined by what specific consultants and testing, if any, would need to be performed relative to identified building concerns.

Campus Landscape Master Plan – Our basic master planning services include planning for campus aesthetics and amenities, but do not include specific planting and ancillary outdoor structure details. A campus landscape Master Plan would further guide future development by creating specific recommendations for plant materials and campus amenities, with an emphasis on native, resilient, low water usage and ease of maintenance.

**ESTIMATED COST RANGE:** ADD $15,000 - $20,000

Survey, Boundary and Re-Platting – We understand that additional survey work and possible re-platting may be needed pending final agreement with TSTC as to site development.

**ESTIMATE COST RANGE:** ADD $10,000 - $15,000
SCHEDULE FOR DELIVERY OF BASIC MASTER PLANNING SERVICES

We are ready to begin immediately upon your written notice to proceed and execution of Agreement which we anticipate on or about June 24, 2024.

We will deliver our services within approximately nine (9) months, less recognized holidays and including review periods for TC stakeholders and anticipate conclusion with the submission of the final Master Plan document February 2025.

A detailed schedule of activities will be provided upon start of Services. Development of detailed schedule will require intensive schedule coordination with TC representatives to ensure participation by all required parties and decision makers. Specific Board of Trustee presentation dates to be confirmed. We are open to working around your availability. A general outline schedule is as follows:

2024 – Pre-Award
April 30 - Draft Proposal
       TC review
June 14- Revised Proposal –
       Scope of Professional Services
       Compensation
June 14 - Agenda item for Board of Trustees consideration set.
June 17 - Board of Trustees Meeting –
       Recommendation of Corgan for the Master Plan
       Authorization of President to negotiate scope, agreement and execute.
June 21 - Agreement Finalized for execution.

2024 – Project Delivery
June 24– Notice to Proceed
July – Start of Professional Services
       Project initiation meeting
       Community Engagement Plan
Start Learning Phase -
       Information gathering,
       Site and existing building plan assembly
       Site Survey, if needed
       Campus Tours
       Stakeholder Planning Workshop #1
       One-on-one leadership and community interviews
Start Research Phase –
       Demographic Analysis (if needed)
       Existing Building Utilization (if needed)
       Current and Projected programs

August - Services Continue
Learning Phase Complete
Research Phase – continues.
Stakeholder Workshop #2
Initial reports
Utilities and infrastructure,
TX 130, US 79, and thoroughfare plan impacts,
Opportunities and constraints to development
Start Planning Phase

September - Services Continues
Research Complete – Initial Reports
Demographics (if needed)
Labor Market (if needed)
Existing Space Utilization (if needed)
Start Planning Phase
Stakeholder Workshop #3
Initial Campus Planning Concepts

September 16 Board – Informational Agenda Item – progress presentation to Board of Trustees

October - Services Continue
Planning Continues
Stakeholder Workshop #4
Iterative campus planning
Community Engagement Meetings
Industry Partner Meetings
Start Prioritization
Initial Cost Model and escalation planning

November - Services Continue
Synthesis of Community and Industry Input
Stakeholder Workshop #5
Preferred Planning option selected.
Planning Complete
Prioritization continues.
Project Priorities, phasing plan

November 18 - Board - Informational Agenda item - progress presentation to Board of Trustees

December – Services Continue
Stakeholder Workshop #6
Conceptual Cost analysis
Priority adjustment(s)
Initial Bond or Tax Ratification Planning
Prioritization Complete
Finalization Phase Starts
Issue Draft Final Report for review.

2025

January - Services Continue
Stakeholder Workshop #7
Review Draft and final comments.

January 20 - Board - Informational Agenda item - Master Plan presentation to Board of Trustees
Incorporate Board Comments into Final

February - Master Planning Complete
Submit Final Report
Finalization Phase complete

February 17 - Acton Agenda Item – Board of Trustee Approves Master Plan

NOTE - any ballot item for May election due mid-February (February 18)

March – May - Enhanced Services, if needed
Bond or Tax Ratification Election Support

May 31, 2025 - Services Conclude

It is agreed and understood that various factors can influence a Master Plan schedule, in particular availability of key stakeholders and decision makers for meetings and review. We will work closely with TC to adhere to this proposed schedule and to identify and address any potential impacts.

REQUIRED OWNER FURNISHED INFORMATION
The following items will need to be provided by TC.

1. Organization chart for TC and EWCHEC along with lines of communications and contact points.
2. Building floor plans in electronic format.
   a. AutoCAD DXF is ideal; PDF will suffice.
3. Land survey information, including topography, boundaries, easements, landscape, roads, parking, buildings, and other improvements.
4. Geotechnical Investigation(s). The Geotechnical Report for the existing building will suffice.
5. Any existing data pertaining to demographics, enrollment, space utilization, academic projections as may be available.
6. Previous Master Plan (received as part of the RFQ package)
FORM OF AGREEMENT
Included in our RFQ response was AIA B101, 2017 Standard Form of Agreement Between Owner and Architect. If acceptable to TC campus, we would modify this agreement to reflect specifics of our services on this Master Plan. Note that the AIA B101 would allow for easy modification to include, at a future date, full services for design, documentation and construction related services for new building(s) or planning on other campuses or site(s).

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas. TBAE PO Box 12337 Austin, Texas, 78771; 512-305-9000

END OF PROPOSAL FOR PROFESSIONAL SERVICES

We are open to review and further refinement of our scope of services and related compensation to meet Temple College’s needs and resources for this important campus planning assignment.

We are looking forward to getting underway on this important assignment and working with you and your team at Temple College.

Respectfully Submitted,

CORGAN

David Zatopek, AIA
Vice President

Sangeetna Karthik, AIA
Principal