AGENDA

A dinner for Board Members will be held at 5:15 p.m., President's Conference Room 903, Marc Nigliazzo Administration Building, Main Campus. Please park in the North Parking lot near the bridge.

1. Call to Order
2. Pledge of Allegiance
3. Consideration of Approval of Consent Agenda
   A. Consideration of Approval of Minutes from the Special Called Meeting on October 8, 2018, Special Called Meeting on October 9, 2018, Special Called Meeting on October 10, 2018, Regular Meeting on October 15, 2018, Special Called Meeting on October 29, 2018, and the Special Called Meeting on November 5, 2018
   B. Consideration of Approval of the Appointment of Full-Time Faculty
   C. Consideration of Approval of the Appointment of Adjunct Faculty
   D. Consideration of Approval of Full-Time Professional Staff
   E. Consideration of Approval of Part-Time Professional Staff
   F. Consideration of Approval of the Fall 2018 2nd 8-Week Classes Part-Time/Overload Salaries
   G. Consideration of Approval of Policy Manual Revisions
4. Consideration of Approval of Disbursements for October 2018
5. Opportunity for Citizens to Address the Board
6. Old Business
7. Reports
   A. Faculty Council
      Presenter: Mr. Jeff Fritz
   B. Educational Services
      Presenter: Dr. Mark Smith
   C. Academic Affairs
   D. Temple College Foundation
      Presenter: Mrs. Jennifer Graham
   E. Board Committees
1. Building Committee Report 120
2. Finance Committee Report 121
3. Strategic Planning Committee 133
F. President's Report 134
   Presenter: Dr. Glenda Barron

8. New Business
   A. Consideration of Approval of Faculty Title Changes 135
   B. Consideration of Approval of a New Child Development, Foundational, Level 1 Certificate 136

9. Bid/Purchase Items
   A. Consideration of Approval of a 30-year Lease Agreement with Clearwire for 138
      Educational Broadband Service License #WLX581, Currently Owned by Temple College
   B. Consideration of Approval to Award Contracts to My House of Design and 161
      Presley Design Studio from RFP 19-01 Graphic Design and Printing Services

10. Miscellaneous
11. Executive Session to Consider Personnel, Legal Matters, and Real Estate
12. Adjournment

Please note that this meeting is an open meeting subject to Chapter 551, Texas Government Code. Written signage required by Texas Penal Code Sections 30.06, prohibiting concealed carry of handguns by Texas Government Code Chapter 411 licensees, will be posted at the entrance to this meeting.

Texas Penal Code Sec. 46.035(c) - A license holder commits an offense if the license holder intentionally, knowingly, or recklessly carries a handgun under the authority of Subchapter H, Chapter 411, Government Code, regardless of whether the handgun is concealed or carried in a shoulder or belt holster, in the room or rooms where a meeting of a governmental entity is held (e.g., Temple College Board of Trustee meetings) and if the meeting is an open meeting subject to Chapter 551, Texas Government Code, and the entity provided notice as required by that chapter.
AGENDA ITEM 3-A

Approval of Minutes from the Special Called Board Meeting on October 8, 2018, Special Called Board Meeting on October 9, 2018, Special Called Board Meeting on October 10, 2018, Regular Meeting on October 15, 2018, the Special Called Board Meeting on October 29, 2018, and the Special Called Board Meeting on November 5, 2018

Staff Recommendation: Approval

Following this cover page for Agenda Item 3-A are the proposed Minutes from the Special Called Board Meeting on October 8, 2018; the Special Called Board Meeting on October 9, 2018; the Special Called Board Meeting on October 10, 2018; the Regular Meeting on October 15, 2018; the Special Called Board Meeting on October 29, 2018; and the Special Called Board Meeting on November 5, 2018.
Minutes of Special Called Board Meeting

The Board of Trustees
Temple College

A Special Board Meeting of the Board of Trustees of Temple College was held Monday, October 8, 2018, beginning at 6:00 PM in the Hilton Garden Inn, Temple, Texas.

MEMBERS PRESENT
Mrs. Katie Burrows, Chairman
Mr. Bob Browder, Vice Chairman
Mr. Harry Adams, Secretary
Dr. Alex Arroliga
Mr. John Bailey
Mr. Steve Niemeier
Mrs. Lydia Santibanez
Mr. Larry Wilkerson

OTHERS PRESENT
Dr. Christina Ponce, Presidential Candidate
Dr. Dennis Michaelis, Consultant, Gold Hill Associates

1. Call to Order
Mrs. Burrows called the Board of Trustees meeting to order at 6:55 p.m.

Executive Session to Consider Personnel, Legal Matters, and Real Estate
At 7:55 p.m., Mrs. Burrows announced after a short break, pursuant to Vernon’s Texas Civil Statutes, Article 6252-17, the Board would go into Executive Session to consider Personnel, Legal Matters, and Real Estate.

The Board convened into Executive Session at 6:55 p.m.

2. Temple College Board of Trustees Executive Session to Interview Candidate
The Board of Trustees began dialogue and questions to interview Dr. Christina Ponce, one of three finalists for the position of president of Temple College.
The Board reconvened into Regular Session at 8:27 p.m., and Mrs. Burrows announced that there were no deliberations during the Executive Session that required Board action.

3. Adjournment
   There being no further business, the Meeting of the Board of Trustees was adjourned on a motion by Mrs. Santibanez, and seconded by Mr. Bailey, at 8:28 p.m.

The next Special Called Board Meeting of the Temple College Board of Trustees will be held Tuesday, October 9, 2018, 6:00 p.m., in the Hilton Garden Inn, Temple, Texas.

Minutes recorded, transcribed & submitted by:

Judith Dohnalik
Judith Dohnalik, Assistant to the Board of Trustees

Minutes Approved as Submitted: _______

Date
A Special Board Meeting of the Board of Trustees of Temple College was held Tuesday, October 9, 2018, beginning at 6:00 PM in the Hilton Garden Inn, Temple, Texas.

MEMBERS PRESENT
Mrs. Katie Burrows, Chairman
Mr. Bob Browder, Vice Chairman
Mr. Harry Adams, Secretary
Dr. Alex Arroliga
Mr. John Bailey
Mr. Steve Niemeier
Mrs. Lydia Santibanez
Mr. Larry Wilkerson

OTHERS PRESENT
Dr. Mark Smith, Presidential Candidate
Dr. Dennis Michaelis, Consultant, Gold Hill Associates

1. Call to Order
Mrs. Burrows called the Board of Trustees meeting to order at 6:33 p.m.

Executive Session to Consider Personnel, Legal Matters, and Real Estate
At 6:34 p.m., Mrs. Burrows announced after a short break, pursuant to Vernon’s Texas Civil Statutes, Article 6252-17, the Board would go into Executive Session to consider Personnel, Legal Matters, and Real Estate.

The Board convened into Executive Session at 6:35 p.m.

2. Temple College Board of Trustees Executive Session to Interview Candidate
The Board of Trustees began dialogue and questions to interview Dr. Mark Smith, one of three finalists for the position of president of Temple College.
The Board reconvened into Regular Session at 8:41 p.m., and Mrs. Burrows announced that there were no deliberations during the Executive Session that required Board action.

3. Adjournment
There being no further business, the Meeting of the Board of Trustees was adjourned on a motion by Mrs. Santibanez, and seconded by Mr. Bailey, at 8:42 p.m.

NEXT BOARD OF TRUSTEES MEETING:
The next Special Called Board Meeting of the Temple College Board of Trustees will be held Wednesday, October 10, 2018, 6:00 p.m., in the Hilton Garden Inn, Temple, Texas.

Minutes recorded, transcribed & submitted by:

Judith Dohnalik
Judith Dohnalik, Assistant to the Board of Trustees

Minutes Approved as Submitted: 

Date
Minutes of Special Called Board Meeting

The Board of Trustees
Temple College

A Special Board Meeting of the Board of Trustees of Temple College was held Wednesday, October 10, 2018, beginning at 6:00 PM in the Hilton Garden Inn, Temple, Texas.

MEMBERS PRESENT
Mrs. Katie Burrows, Chairman
Mr. Bob Browder, Vice Chairman
Mr. Harry Adams, Secretary
Dr. Alex Arroliga
Mr. John Bailey
Mr. Steve Niemeier
Mrs. Lydia Santibanez
Mr. Larry Wilkerson

OTHERS PRESENT
Dr. Deanna Sheppard, Presidential Candidate
Dr. Dennis Michaelis, Consultant, Gold Hill Associates

1. Call to Order
   Mrs. Burrows called the Board of Trustees meeting to order at 6:40 p.m.

   Executive Session to Consider Personnel, Legal Matters, and Real Estate
   At 6:41 p.m., Mrs. Burrows announced after a short break, pursuant to Vernon’s Texas Civil Statutes, Article 6252-17, the Board would go into Executive Session to consider Personnel, Legal Matters, and Real Estate.

   The Board convened into Executive Session at 6:42 p.m.

2. Temple College Board of Trustees Executive Session to Interview Candidate
The Board of Trustees began dialogue and questions to interview Dr. Deanna Sheppard, one of three finalists for the position of president of Temple College.

3. Adjournment

There being no further business, the Meeting of the Board of Trustees was adjourned on a motion by Mrs. Santibanez, and seconded by Mr. Bailey, at 8:30 p.m.

**NEXT BOARD OF TRUSTEES MEETING:**
The next Regular Board Meeting of the Temple College Board of Trustees will be held Monday, October 15, 2018, 6:00 p.m., Louise L. Cox Board Room, located in room 916 in the Marc Nigliazzo Administration Building on the Main Campus.

_Minutes recorded, transcribed & submitted by:_

**Judith Dohnalik**
Judith Dohnalik, Assistant to the Board of Trustees

Minutes Approved as Submitted: ______

Date
A Regular Board Meeting of the Board of Trustees of Temple College was held Monday, October 15, 2018 beginning at 6:00 PM in the Louise L. Cox Board Room, Room 916, located in the Marc Nigliazzo Administration Building on the Main Campus.

MEMBERS PRESENT
Katie Burrows, Chairman
Mr. Bob Browder, Vice Chairman
Mr. Harry Adams, Secretary
Dr. Alex Arroliga
Mr. John Bailey
Mrs. Lydia Santibanez
Mr. Larry Wilkerson

ADMINISTRATION
Dr. Glenda Barron, President
Mrs. Judy Dohnalik, Assistant to the President and Board of Trustees.
Dr. Mark Smith, Vice-President of Educational Services
Dr. Van Miller, Vice-President of Administrative Services
Dr. Susan Guzman-Treviño, Vice President, Academic Affairs
Mr. Gary Jackson, Associate Vice-President, Finance
Dr. Randy Baca, Associate Vice-President, Resource Management
Dr. Robbin Ray, Associate Vice President and Chief of Operations, East Williamson County Centers
Dr. Shelley Pearson, Associate Vice-President, Health Professions
Mrs. Ellen Davis, Director, Marketing and Media Relations

OTHERS PRESENT
Mrs. Linda Barnes
Dr. Sandra Creech
Mr. Jeff Fritz
Ms. Janice Gibbs, Staff Writer, Temple Daily Telegram
Mrs. Rita Johnson
Dr. Lesley Keeling-Olson
Mr. Alan Lytle
Mrs. Carey Rose
Mrs. Claudia Turner  
Dr. John White

1. Call to Order  
Mrs. Burrows called the Board of Trustees meeting to order at 6:00 p.m. Mrs. Santibanez offered the invocation.

2. Pledge of Allegiance  
Mr. Browder led the Pledge of Allegiance to the Flag.

3. Consideration of Approval of Consent Agenda  
Mrs. Burrows asked if anyone wished to pull any items from the Consent Agenda for discussion. The Board was asked to pull Item 3.F. Consideration of Approval of Policy Manual Review Committee Revisions for clarification of titles listed in the policy. This item was pulled from the Consent Agenda for clarification of some inconsistencies related to Board matters. Dr. Miller noted that there were inconsistencies concerning the title for the Board Chair and the Board vice chair as listed by TASB. In its document, the titles used were Board President and Board Vice President.

The policies being brought forward covered a wide range of subjects, but were mostly from the section dealing with Basic Governance (Section B):  
Section B (Local Governance):
- BA Board Legal Status
- BBB Board Members – Elections
- BBE Board Members – Authority
- BBF Board Members – Ethics
- BBG Board Members – Compensation and Expenses
- BBH Board Members – Conventions, Conferences, and Workshops
- BBI Board Members – Technology Resources and Electronic Communications
- BCA Board Internal Organization – Board Officers and Officials
- BCC Board Internal Organization – Attorney
- BCG Board Internal Organization – Board Evaluation
- BD Board Meetings
- BDB Board Meetings – Public Participation
- BFD Chief Executive Officer – Retirement or Resignation
- BFE Chief Executive Officer – Evaluation
- BH Administrative Rules and Regulations

Section G (Community & Governmental Relations):
- GD Community Use of College District Facilities
- GDA Community Use of College District Facilities – Conduct on College District Premises

On a motion by Mr. Adams, seconded by Dr. Arroliga, and without negative vote, the Policy Manual Revisions were discussed as a separate item.
A. Consideration of Approval of Minutes from the Regular Meeting on September 17, 2018, the Special Called Board Meeting, September 26, 2018, and the Special Called Board Meeting, October 2, 2018

B. Consideration of Approval of the Academic Calendar 2019-2020

C. Consideration of Approval of Full-Time Faculty
   • **Candice Bahnsen**—Full-Time-Clinical Coordinator-Surgical Technology Department-Health Professions Division

D. Consideration of Approval of Full-Time Professional Staff
   • **Javier Ruiz**—Full-Time-Associate Director-AEL-Grant Funded-Student and Enrollment Services Division

E. Consideration of Approval of the Appointment of Part-Time Professional Staff
   • **AHM Zuberi Ashraf**—Part-Time-Science Lab Assistant-Texas Bioscience Institute
   • **Alexzandria Siprian**—Coordinator-Testing Center-Student and Enrollment Services Division

F. Consideration of Approval of Policy Manual Review Committee Revisions
   This item was pulled for further clarification and discussed at the beginning of the Consent Agenda.

   **On a motion by Mr. Bailey, seconded by Mr. Browder, and without negative vote, the Board approved the Policy Manual Review Committee Revisions contingent on the provision of correcting titles of Board officers in Item F. in accordance with approved titles as used by the Temple College Board of Trustees and the Consent Agenda was also approved.**

4. Approval of Disbursements for September 2018
   **On a motion by Mr. Wilkerson, seconded by Mr. Browder, and without negative vote, the disbursements for 2018 were approved as presented.**

5. Opportunity for Citizens to Address the Board
   There were no citizens to address the Board.

6. Old Business
   There were no items for discussion.

7. Reports
   A. Faculty Council
      Mr. Fritz reported on a success measure instituted Dr. Prudence York-Hammons that offers students the opportunity to meet with her at the beginning of every semester. As part of the meeting, she inquires about their course schedule and their commitments outside of academics. This process has allowed her to understand how her policies on homework and classwork affect the students and allows her to alter these to maximize student learning.
      He also described an Associate Degree Nursing initiative that has had a positive impact on numerous students. This mentoring program enables
students to reach graduation by addressing struggles earlier rather than later.

B. Educational Services

1. Strategic Plan Update
   Dr. Guzmán-Trevisio reviewed Goal 1.; Objective C.; Strategy 2; Measure 1.; Target 1. of the Strategic Plan. She reported on the Community College Survey of Student Engagement (CCSSE). CCSSE was designed to capture student engagement as a measure of institutional quality. It is administered in spring of odd numbered years and is administered only by paper to a randomly selected number of classes. The survey includes active and collaborative learning and measures student-faculty interaction. A leadership training series regarding CCSSE administration is in progress for division directors and department chairs. Dr. Guzmán-Trevisio included 2017 CCSSE benchmarks in the report.

2. Student and Enrollment Services
   Item was not covered. Written information was in the Board packet.

3. Business and Continuing Education (BCE)
   Item was not covered. Written information was in the Board packet.

C. Academic Affairs

Dr. Guzmán-Trevisio reported that Temple College is in the midst of an October 15-19, 2018 Texas Higher Education Coordinating Board Office of Civil Rights site visit. She commended Dr. Keeling-Olson for compiling the requested documentation that was sent to the team a month in advance. Included in the report was a summary of the schedule of activities for the visiting team.

Dr. Guzmán-Trevisio stated that publication of the Leopard Dreams newsletter is being reestablished and will be published each month. Included will be highlights of student success data and information on the initiative for addressing barriers to academic success.

D. Temple College Foundation
   Item was not covered. Written information was in the Board packet.

E. Board Committees

1. Building Committee Report
   The Building Committee did not meet in the month of October 2018.

2. Finance Committee Report
   The Building Committee did not meet in the month of October 2018.

3. Strategic Planning Committee
   The Building Committee did not meet in the month of October 2018.

F. President's Report

Dr. Barron reported the following:

1. Dual Credit Update
   Dr. Barron presented dual credit enrollment comparisons from Fall 2000 to Fall 2017. She also reviewed 2016-2017 variances in how Texas community Colleges charge for dual credit. Some complexities
of offering dual credit classes include delivery of mode, faculty and faculty compensation, facility and equipment needs, transportation, textbook policies, fees, advising models, and Early College High School Status.

Dr. Barron noted that TACC has recommended that a goal be established by the state for dual credit. The second recommendation is that a statewide task force be instituted to allow them to be a sounding board for anything related to dual credit before it gets to the legislature. The third recommendation is asking high school students when they have completed 12 hours in the core curriculum to be required to declare a major. The last recommendation is to broaden dual credit access by expanding student eligibility for the Texas Educational Opportunity Grant (TEOG) program to high school students enrolled in dual credit for up to 12 SCH in core academic transfer subjects or in CTE courses leading to certifications.

2. The 2018 NJCAA Division 1 Softball National Championship Team reception will be held on Monday, October 22, 2018, 5:30 p.m., in the Leopard Room in the Pavilion.

3. An initial Poverty Initiative meeting that would include all of our community partners (food banks, community clinics, shelter, legal aid services, etc., will be held November 29-30, 2018. Dr. Russell Lowery-Hart, President of Amarillo College, will speak about the initiative and how he turned around the College and the City of Amarillo

8. New Business

A. Consideration of Approval of a New Associate of Science in Computer Science Degree

The Board was asked to approve offering the New Associate of Science in Computer Science degree. This new degree provides a direct pathway to the Bachelor of Science in Computer Science degree. The college Curriculum Committee approved the addition of the Associate of Science in Computer Science degree to the college inventory.

On a motion by Mrs. Santibanez, seconded by Mr. Browder, and without negative vote, the New Associate of Science in Computer Science Degree was approved as presented.

B. Consideration of Approval of an Associate of Arts in Computer Information Systems Degree

The Board was asked to approve offering an Associate of Arts in Computer Information Systems Degree. This new degree provides a direct pathway into the Bachelor of Arts in Computer Information Systems. The college Curriculum Committee approved the addition of the Associate of Science in Computer Science degree to the college inventory.

On a motion by Mr. Bailey, seconded by Mr. Browder, and without negative vote, the Associate of Arts in Computer Information Systems Degree was approved as presented.

9. Bid/Purchase Items
There were no Bid/Purchase Items submitted for consideration of approval by the Board for the October 15, 2018 meeting.

10. Miscellaneous
   There were no miscellaneous items for discussion.

11. Executive Session to Consider Personnel, Legal Matters, and Real Estate
   At 6:50 p.m., Mrs. Burrows announced after a short break, pursuant to Vernon’s Texas Civil Statutes, Article 6252-17, the Board would go into Executive Session to consider Personnel, Legal Matters, and Real Estate.

   The Board convened into Executive Session at 6:55 p.m.

   The Board reconvened into Regular Session at 7:36 p.m. Mrs. Burrows announced that there were no deliberations during the Executive Session that required Board action.

12. Adjournment
   There being no further business, the Meeting of the Board of Trustees was adjourned on a motion by Mr. Browder, and seconded by Mr. Adams, at 7:37 p.m.

NEXT BOARD OF TRUSTEES MEETING:

The next regular Board Meeting of the Temple College Board of Trustees will be held Monday, November 19, 2018, 6:00p.m., Louise L. Cox Board Room, located in room 916 in the Marc Nigliazzo Administration Building on the Main Campus.

Minutes recorded, transcribed & submitted by:

Judith Dohnalik
Judith Dohnalik, Assistant to the Board of Trustees

Minutes Approved as Submitted: ________ Date
Minutes of Special Board Meeting

The Board of Trustees
Temple College

A Special Board Meeting of the Board of Trustees of Temple College was held Monday, October 29, 2018, beginning at 6:00 PM in the Louise L. Cox Board Room, Room 916, located in the Marc Nigliazzo Administration Building on the Main Campus.

MEMBERS PRESENT
Katie Burrows, Chairman
Mr. Bob Browder, Vice Chairman
Mr. Harry Adams, Secretary
Dr. Alex Arroliga
Mr. John Bailey
Mr. Steve Niemeier
Mrs. Lydia Santibanez
Mr. Larry Wilkerson

ADMINISTRATION
Dr. Glenda Barron, President
Mrs. Judy Dohnalik, Assistant to the President and Board of Trustees.
Dr. Mark Smith, Vice-President of Educational Services
Dr. Van Miller, Vice-President of Administrative Services
Dr. Susan Guzman-Treviño, Vice President, Academic Affairs
Mr. Gary Jackson, Associate Vice-President, Finance
Dr. Randy Baca, Associate Vice-President, Resource Management
Dr. Robbin Ray, Associate Vice President and Chief of Operations, East Williamson County Centers
Dr. Shelley Pearson, Associate Vice-President, Health Professions
Mrs. Ellen Davis, Director, Marketing and Media Relations

OTHERS PRESENT
Mrs. Linda Barnes
Officer Tommy Camden, Temple College Police
Mr. Craig Collins
Mr. Brent Colwell
Ms. Tracey Cooper
Dr. Sandra Creech
Ms. Nan Dickson, Photographer, Temple Daily Telegram
Dr. Paul Foutz
Ms. Janice Gibbs, Staff Writer, Temple Daily Telegram
Mrs. Diane Hodde
Mrs. Rita Johnson
Dr. Lesley Keeling-Olson
Mr. Steve Lemmons
Mr. Alan Lytle
Mrs. Rebecca Richter
Mrs. Carey Rose
Mrs. Lesha Smith
Mrs. Claudia Turner

1. Call to Order
   Mrs. Burrows called the Board of Trustees meeting to order at 6:00 p.m.
   Mrs. Santibanez offered the invocation.

2. Pledge of Allegiance
   Mr. Browder led the Pledge of Allegiance to the Flag.

3. Executive Session to Consider Personnel, Legal Matters, and Real Estate
   At 6:01 p.m., Mrs. Burrows announced after a short break, pursuant to
   Vernon’s Texas Civil Statutes, Article 6252-17, the Board would go into
   Executive Session to consider Personnel, Legal Matters, and Real Estate.
   **The Board convened into Executive Session at 6:02 p.m.**

4. Reconvene in Regular Session
   **The Board reconvened into Regular Session at 6:30 p.m.** Mrs. Burrows
   announced that the Temple College Presidential Search was conducted according to SACS Principles of Accreditation for
   community colleges in Texas, Section 3.2.1, “The governing board of
   the institution is responsible for the selection and evaluation of the
   chief executive officer.”

5. Consideration of Approval of Selection of President of Temple College
   **As a member of the Temple College Board of Trustees, Mrs. Santibanez moved that the College name Dr. Christina Ponce as the**
   college’s next president and employ her under the terms and
   conditions of the attendant proposed contract and its Exhibit 2.01; that
   the items contained in Exhibit 2.01 are subject to revision as may be
   agreed by the new president and the Executive Committee of the
   Temple College Board of Trustees provided that overall cost to the
   College is not significantly increased; and that the Chair of the Board
   of Trustees and the Secretary of the Board of Trustees are authorized
   to execute this contract on behalf of the College when any revisions
   are completed.

   **The Motion to name Dr. Christina Ponce as the college’s next**
   **president was seconded by Mr. Niemeier, member, Temple College**
   **Board of Trustees.**
Without negative vote, Dr. Christina Ponce was approved as the next president of Temple College.

6. Adjournment
   There being no further business, the Meeting of the Board of Trustees was adjourned on a motion by Adams, and seconded by Dr. Arroliga, at 6:42 p.m.

NEXT BOARD OF TRUSTEES MEETING:

The next regular Board Meeting of the Temple College Board of Trustees will be held Monday, November 19, 2018, 6:00p.m., Louise L. Cox Board Room, located in room 916 in the Marc Nigliazzo Administration Building on the Main Campus.

Minutes recorded, transcribed & submitted by:

Judith Dohnalik
Judith Dohnalik, Assistant to the Board of Trustees

Minutes Approved as Submitted: ________

Date
A Special Board Meeting of the Board of Trustees of Temple College was held Monday, November 5, 2018, beginning at 6:00 PM in the Louise L. Cox Board Room, Room 916, located in the Marc Nigliazzo Administration building on the Main Campus.

MEMBERS PRESENT
Mrs. Katie Burrows, Chairman
Mr. Bob Browder, Vice Chairman
Mr. Harry Adams, Secretary
Dr. Alex Arroliga
Dr. Andrejs Avots-Avotins
Mr. John Bailey
Mr. Steve Niemeier
Mrs. Lydia Santibanez

OTHERS PRESENT
Dr. Glenda Barron
Dr. Randy Baca

1. Call to Order
   Mrs. Burrows called the Board of Trustees meeting to order at 6:03 p.m.
   Mrs. Santibanez offered the invocation.
   Mr. Bailey led the Pledge of Allegiance to the Flag.

2. Executive Session to Consider Personnel, Legal Matters, and Real Estate
   At 6:05 p.m., Mrs. Burrows announced after a short break, pursuant to Vernon’s Texas Civil Statutes, Article 6252-17, the Board would go into Executive Session to consider Personnel, Legal Matters, and Real Estate.

   The Board convened into Executive Session at 6:06 p.m.

   The Board reconvened into Regular Session at 7:35 p.m. and Mrs. Burrows announced that there were no deliberations during the Executive Session that required Board action.
3. Adjournment
There being no further business, the Meeting of the Board of Trustees was adjourned on a motion by Mr. Bailey, and seconded by Mr. Browder, at 7:36 p.m.

NEXT BOARD OF TRUSTEES MEETING:

The next regular Board Meeting of the Temple College Board of Trustees will be held Monday, November 19, 2018, 6:00 p.m., Louise L. Cox Board Room, located in room 916 in the Marc Nigliazzo Administration Building on the Main Campus.

Minutes recorded, transcribed & submitted by:

Judith Dohnalik
Judith Dohnalik, Assistant to the Board of Trustees

Minutes Approved as Submitted: 

Date
AGENDA ITEM 3-B

Consideration of Approval of Appointment of Full-Time Faculty

Staff Recommendation: Approval

The following individuals are being recommended by the appropriate departmental and divisional supervisors, and by the Vice President of Academic Affairs for appointment as members of the Full-Time Faculty.

- **Bonnie Anderson** - Full-Time-Vocational Nursing-Vocational Nursing Department-Health Professions Division- Ms. Bonnie Anderson received a Bachelor of Science in Nursing degree from Texas Tech University Health Sciences Center. Bonnie has more than 13 years of experience in the medical field and the last eight years as a registered nurse.

- **Ellisha Robinson** - Full-Time-Associate Degree Nursing-Nursing Department-Health Professions Division-Ms. Ellisha Robinson received a Master of Science in Nursing degree from Walden University. Ellisha has 24 years of nursing experience in the long-term care setting.
AGENDA ITEM 3-C

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 Vice President of Academic Affairs for appointment as members of the Adjunct Faculty.

- **Daniel Andersen**-Adjunct Faculty-Private Lessons-Music-Performing Arts Department-Fine Arts Division-Dr. Andersen received a Doctoral of Musical Arts in Studio Guitar degree from the University of Southern California. He is an active performer in Austin, Texas, but has also performed internationally with cruise lines and has 24 years of teaching experience.

- **Richard Beil**-Adjunct Faculty-History-Social and Behavioral Sciences Department-Mr. Richard Beil received a Master of Arts Teaching degree, in which the degree includes 18 hours in History from Tarleton State University. Mr. Beil has ten years’ experience teaching which includes on board Navy ships.

- **Marquita Brown**-Adjunct Faculty-Associate Degree Nursing-Nursing Department-Health Professions Division-Ms. Marquita Brown received a Master of Science in Nursing degree from the University of Texas at Arlington. Marquita has a combination of education and experience as a medical-surgical nurse.

- **Stephanie Scammell**-Adjunct Faculty-Associate Degree Nursing-Nursing Department-Health Professions Division-Ms. Stephanie Scammell received a Master of Science in Nursing degree from Texas A&M University-Corpus Christi. Ms. Scammell has a combination of education and experience as a Nurse Practitioner.
Consideration of Approval of Appointment of Full-Time Professional Staff

Staff Recommendation: Approval

The following individual is being recommended by the appropriate departmental and divisional supervisors, and by the Vice President of Administrative Services for appointment as a member of the Full-Time Professional Staff.

- **Mark Ballard** - Full-Time-Director-Accounting Services-General Ledger Accounting Services Department-Administrative Services-Mr. Mark Ballard received a Bachelor of Arts in Business Administration degree from Austin College. Mark has 17 years’ experience in higher education accounting and budgeting.
AGENDA ITEM 3-E

Consideration of Approval of Appointment of Part-Time Professional Staff

Staff Recommendation: Approval

The following individual is being recommended by the appropriate departmental and divisional supervisors, and by the Vice President of Educational Services, for appointment as a member of the Part-Time Professional Staff.

- **Madeline West** - Part-Time - Student Success Coach - Student and Enrollment Services Division - Ms. Madeline West received a Bachelor of Science in Liberal Studies degree from Texas A&M University-Central Texas. Ms. West is a former employee of Temple College in the Financial Aid office and has almost four years’ experience in higher education with heavy customer service experience.
AGENDA ITEM 3-F

Consideration of the Approval of the Fall 2018 2nd 8-Week Classes Part-Time/Overload Salaries

Staff Recommendation: Approval

The Board is asked to approve the Fall 2018 2nd 8-Week Classes Part-Time Overload Salaries as submitted by the Vice President of Academic Affairs with any necessary corrections.
MEMORANDUM
Vice President of Academic Affairs

To: Dr. Glenda O. Barron
From: Dr. Susan Guzmán-Treviño
Date: November 19, 2018
Re: Fall 2018 2nd 8-Week Classes Part-Time/Overload Salaries

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

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

<table>
<thead>
<tr>
<th>Division</th>
<th>FA 2017</th>
<th>FA 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fine Arts</td>
<td>$8,400.00</td>
<td>$18,525.00</td>
</tr>
<tr>
<td>Liberal Arts</td>
<td>$22,298.25</td>
<td>$33,187.50</td>
</tr>
<tr>
<td>Business and Career Professions</td>
<td>$17,180.36</td>
<td>$20,320.32</td>
</tr>
<tr>
<td>Math, Science &amp; Physical Education</td>
<td>$14,921.00</td>
<td>$4,398.50</td>
</tr>
<tr>
<td>Health Professions*</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$62,799.61</strong></td>
<td><strong>$76,431.32</strong></td>
</tr>
</tbody>
</table>

* The Health Professions total does not include the hourly rate paid for clinical hours, which are reported on a timesheet and paid throughout the semester.
AGENDA ITEM 3-G

Consideration of Approval of Policy Manual Review Committee Revisions

Staff Recommendation: Approval

Dr. Van Miller will ask the Board to approve the Policy Manual Revisions as included in the Board Packet. If you prefer to view the entire webpage, please follow this link:

https://pol.tasb.org/Home/Index/161
PROPOSED POLICY

Within the context of current law, the College District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

Organization
Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the College District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

At each policy code, the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

Terms
The terms “Trustee” and “Board member” are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for College District name terminology]

Harmony with Law
Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability
If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application. To this end, the provisions of this policy manual are declared to be severable.

Policy Development
Policies and policy amendments may be initiated by the College President, Board members, College District personnel, students, or community citizens but generally shall be recommended for the Board’s consideration by the College President.

New policies and policy amendments shall be available to College District employees for a 21 day comment and review period prior to Board adoption.

While policy development can be created by emergency action of the President, such an emergency policy must proceed as soon as possible to the Policy Manual Review Committee and the subsequent 21 day comment and review period.
Adoption and Amendment

Local policies may be adopted or amended by a majority of the Board at any regular or special meeting, provided that Board members have had advance written notice of the proposed change and that it has been placed on the agenda for such meeting.

Local policies shall become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

Official Policy Manual

The Board shall designate one copy of the local policy manual as the official policy manual of the College District. The official copy shall be kept in the central administration office, and the College President or designee shall be responsible for its accuracy and integrity and shall maintain a historical record of the College District's policy manual.

TASB Localized Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the College District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.
PROPOSED POLICY

Grants and Awards

The College President shall be authorized to:

1. Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the College District’s operations;

2. Approve commitment of College District funds for matching, cost sharing, cooperative, or jointly funded projects up to the amounts specifically allowed under the College District budget approved by the Board; and

3. Approve grant and award amendments as necessary.

The College District shall comply with all requirements for state and federal grants and awards imposed by law, the awarding agency, or an applicable pass-through entity. The College President shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to provide reasonable assurance that the College District is complying with requirements for state and federal grants and awards.

[See CAAA, CAAB]

Federal Awards

Conflict of Interest

Each employee, Board member, or agent of the College District who is engaged in the selection, award, or administration of a contract supported by a federal grant or award, and who has a potential conflict of interest as defined at 2 C.F.R. 200.318, shall disclose to the College District in writing any conflict that meets the disclosure threshold in Local Government Code Chapter 176. [See CAAB]

In addition, each employee, Board member, or agent of the College District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity.

For purposes of this policy, “immediate family member” has the same meaning as “family member” as described in Local Government Code Chapter 176. [See BBFA]

For purposes of this policy, “partner” shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A.

An employee, Board member, or agent of the College District who is required to disclose a conflict in accordance with the provisions
above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

**Gifts and Gratuities**

Employees, Board members, and agents of the College District shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontract for a federal grant or award and shall not accept:

1. Any single item with a value at or above $50; or

2. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding $150 in a 12-month period.

[See BBFA, BBFB, CAAB, and DBD. In the event of a violation of these requirements, see CDE and DH.]
PROPOSED POLICY

No Discounts or Split Payments

Discount or split payment options shall not be provided for the payment of property taxes in the College District. [See CAI(LEGAL)]
PROPOSED POLICY

In Bell County, the College District shall have its taxes assessed by the Bell County Appraisal District and collected by the Bell County Tax Assessor-Collector.

In Williamson County, the College District shall have its maintenance taxes assessed by the Williamson County Appraisal District and collected by the Williamson County Tax Assessor-Collector. Maintenance taxes are paid directly to the Hutto Independent School District and then forwarded on to the College District.
PROPOSED POLICY

Investment Authority

The College President or other person designated by Board resolution shall serve as the investment officer of the College District and shall invest College District funds as directed by the Board and in accordance with the College District’s written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

Approved Investment Instruments

From those investments authorized by law and described further in CAK(LEGAL) under Authorized Investments, the Board shall permit investment of College District funds in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
5. Banker’s acceptances as permitted by Government Code 2256.012.
7. No-load money market mutual funds and no-load mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month
period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

Investment Management

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for College District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Liquidity and Maturity

Any internally created pool fund group of the College District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the College District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The College District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

Monitoring Market Prices

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the College District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds / Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the College District and consider preservation and safety of principal, liquidity,
marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

**Operating Funds**

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

**Agency Funds**

Investment strategies for agency funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

**Debt Service Funds**

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

**Capital Project Funds**

Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

**Safekeeping and Custody**

The College District shall retain clearly marked receipts providing proof of the College District’s ownership. The College District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with College District funds by the investment pool.

**Sellers of Investments**

Prior to handling investments on behalf of the College District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law.

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory Authority (FINRA).

**Soliciting Bids for CDs**

In order to get the best return on its investments, the College District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

**Interest Rate Risk**

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the College District shall use final and weighted-average-maturity limits and diversification.

The College District shall monitor interest rate risk using weighted average maturity and specific identification.
A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the College District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the College District’s independent auditing firm.

In addition to the quarterly report required by law and signed by the College District’s investment officer, a comprehensive report on the investment program and activity shall be presented annually to the Board.

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

In conjunction with the annual financial audit, the College District shall perform a compliance audit of management controls on investments and adherence to the College District’s established investment policies.
PROPOSED POLICY

The Board delegates to the College President the authority to negotiate the lease of College District property or office space to another political subdivision or an agency of a state or federal government in accordance with state law.

The College President shall report the terms of any new lease to the Board at the next regular Board meeting.
### PROPOSED POLICY

<table>
<thead>
<tr>
<th>Unsolicited Gifts</th>
<th>The Board delegates authority to the College President to accept unsolicited gifts on behalf of the College District.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conditional Gift Exception</td>
<td>Any gift that the potential donor has expressly made conditional upon the College District’s use for a specified purpose, or any gift of real property, shall require Board approval. The College President shall make recommendations to the Board regarding the acceptance of the gift.</td>
</tr>
<tr>
<td>Criteria for Acceptance</td>
<td>The College District shall not accept any gift that would violate or conflict with policies of or actions by the Board or with federal or state law. The College District shall not accept gifts that discriminate against any person on the grounds of sex, gender, race, color, religion, national origin, age, or disability. Before the College President accepts a gift or recommends acceptance of a gift to the Board, as applicable, the College President shall consider whether the gift:</td>
</tr>
<tr>
<td>1.</td>
<td>Has a purpose consistent with the College District’s educational philosophy, goals, and objectives;</td>
</tr>
<tr>
<td>2.</td>
<td>Places any restrictions on a campus or College District program;</td>
</tr>
<tr>
<td>3.</td>
<td>Would support a program that the Board may be unable or unwilling to continue when the donation of funds is exhausted;</td>
</tr>
<tr>
<td>4.</td>
<td>Would result in ancillary or ongoing costs for the College District;</td>
</tr>
<tr>
<td>5.</td>
<td>Requires employment of additional personnel;</td>
</tr>
<tr>
<td>6.</td>
<td>Requires or implies the endorsement of a specific business or product [see GE for advertising opportunities];</td>
</tr>
<tr>
<td>7.</td>
<td>Would result in inequitable funding, equipment, or resources among College District schools or programs;</td>
</tr>
<tr>
<td>8.</td>
<td>Obligates the College District or a campus to engage in specific actions; or</td>
</tr>
<tr>
<td>9.</td>
<td>Affects the physical structure of a building or would require extensive maintenance on the part of the College District.</td>
</tr>
<tr>
<td>Upon Acceptance</td>
<td>Once accepted, a gift becomes the sole property of the College District.</td>
</tr>
</tbody>
</table>
Solicitations

An employee who solicits gifts on behalf of the College District or to use in the fulfillment of his or her professional responsibilities shall comply with relevant state and federal law and College District policy and regulations, including those addressing the use of names or images of the College District, campuses, employees, or students.

All donations solicited on behalf of the College District, including solicitations in the name of the College District or a campus, or donations solicited using College District or campus resources, become the sole property of the College District for use consistent with the terms of the solicitation.

Certificate of Recognition

Any bequests, gifts, or donations made by a donor totaling at least $10,000 within the calendar year shall be acknowledged with a certificate of recognition.
**PROPOSED POLICY**

<table>
<thead>
<tr>
<th>Allowable Collateral</th>
<th>Eligible securities for collateralization of deposits are those defined as “eligible securities” by the Public Funds Collateral Act.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monitoring Collateral Adequacy</td>
<td>The College District shall require monthly reports with market values of pledged securities from all financial institutions with which the College District has collateralized deposits. The investment officers shall monitor adequacy of collateralization levels to verify market values and total collateral positions.</td>
</tr>
<tr>
<td>Release of Pledged Securities</td>
<td>The investment officer or designee must approve in writing the release or substitution of any securities pledged to the College District that are being held by any organization.</td>
</tr>
</tbody>
</table>
PROPOSED POLICY

Budget Planning

Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the College District’s programs and activities and provides the resources to implement them. In the planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered. Budget planning and evaluation are continuous processes and should be a part of each month’s activities.

Budget Preparation

The budget shall conform to Coordinating Board requirements and meet the standards of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

Budget Meeting

The annual public meeting to discuss the proposed budget shall be conducted as follows:

1. The presiding officer shall request at the beginning of the meeting that all persons who desire to speak on the proposed budget sign up on the sheet provided.

2. Prior to the beginning of the meeting, the Board may establish time limits for speakers.

3. Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget.

4. No officer or employee of the College District shall be required to respond to questions from speakers at the meeting.

Budget Adoption

The adopted budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the College District’s approved purchasing procedures. The expenditure of funds shall be under the direction of the College President or designee who shall ensure that funds are expended in accordance with the adopted budget.

Budget Amendments

The Board may amend the budget at any time during the fiscal year. The College District shall develop procedures for budget amendments.
## PROPOSED POLICY

<table>
<thead>
<tr>
<th>Abandoned Property</th>
<th>Property presumed abandoned under Property Code Chapter 72 or Chapter 75 and valued at $100 or less shall be handled in accordance with Property Code Chapter 76.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unclaimed Money Fund</td>
<td>The College District shall maintain an unclaimed money fund for the deposit of credit balances, each less than $25 and presumed abandoned.</td>
</tr>
<tr>
<td></td>
<td>The College District shall maintain a public database indicating ownership of the unclaimed credit balances, and the College President or designee shall adopt procedures for owners to make and receive payments of claims against the fund.</td>
</tr>
<tr>
<td></td>
<td>The College District shall use the balance of the unclaimed money fund in accordance with Education Code 51.011.</td>
</tr>
</tbody>
</table>
PROPOSED POLICY

Periodic financial reports shall be submitted to the Board outlining the progress of the budget to that date and reporting on the status of all College District funds and College District accounts. These financial and budget progress reports shall indicate all receipts and their sources for the period, expenditures and their classification for the period, and the various fund balances at the beginning and the end of the period.
PROPOSED POLICY

The Board shall select an auditing firm for a designated period through a Request for Proposal (RFP) or an engagement letter that outlines the Board’s expectations for the annual audit and ensures that the audit firm follows the guidelines and standards of the American Institute of Certified Public Accountants (AICPA) and the Governmental Accounting Standards Board (GASB).

The annual audit of all funds shall be made to determine:

1. The adequacy of the Board’s fiscal policies.
2. The execution of those fiscal policies.
3. A check and review of the College District’s fiscal actions for the preceding year.

A comprehensive audit report of all funds and accounts of the College District, including a management letter, shall be submitted annually to the Board. A copy of the independent audit shall become a part of the Board’s official minutes and shall be available to the public for inspection during regular office hours.

Periodically, the College President shall submit reports to the Board evaluating the work of the College District’s auditor.

Internal Audits

All College District accounts shall be subject to internal audit as deemed appropriate. The objective of internal accounting control is to provide reasonable assurance as to the safeguarding of assets against loss from unauthorized use or disposition and to evaluate the reliability of financial records for preparing financial statements and maintaining accountability for assets. Findings of such audits shall be reported to the Board.
PROPOSED POLICY

The College District shall make deductions from an employee’s salary or wages or shall reduce an employee's wages in accordance with law or salary reduction agreements executed between the College District and its employees.

State Employee Charitable Contribution Program

By April 1 of each year the Board shall decide whether to participate in the state employee charitable contribution (SECC) program for the following fiscal year.

Additional Amounts

In addition to legally required deductions, the Board has determined it to serve a public purpose and benefit employees to permit voluntary deductions for:

1. Approved insurance programs;
2. Annuities/deferred compensation programs;
3. College District cafeteria plan options authorized by the Internal Revenue Service;
4. Faculty organizations as approved by the Board;
5. Area credit unions as specified in administrative procedures; and
6. Charitable organizations as approved by the Board. If the Board participates in the SECC program, an employee may choose not to participate in the program and may authorize a deduction(s) for charitable organizations approved by the Board.

To qualify for a deduction listed above, the employee must submit a request in writing, specifying the category of the deduction, the amount to be deducted, and the entity to which the deducted amount is to be transferred, in accordance with administrative procedures. The procedures must address:

1. Enrollment periods, if any; and
2. Any administrative fee to cover the cost of making a deduction.

Excess Leave

Deductions shall be made for unauthorized leave or leave taken in excess of earned leave. [See DEC]
PROPOSED POLICY

<table>
<thead>
<tr>
<th>Purchasing Authority</th>
<th>The Board delegates to the College President or designee the authority to determine the method of purchasing, in accordance with CF(LEGAL), and to make budgeted purchases. Any purchases not included in the budget shall be taken to the Board for approval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competitive Bidding</td>
<td>If competitive bidding is chosen as the purchasing method, the College President or designee shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered. The College District may reject any and all bids.</td>
</tr>
<tr>
<td>Competitive Sealed Proposals</td>
<td>If competitive sealed proposals are chosen as the purchasing method, the College President or designee shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time for opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened. The College District may reject any and all proposals.</td>
</tr>
<tr>
<td>Electronic Bids or Proposals</td>
<td>Bids or proposals that the College District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.</td>
</tr>
<tr>
<td>Responsibility for Debts</td>
<td>The Board shall assume responsibility for debts incurred in the name of the College District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the College District’s purchasing procedures. [See CC] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons</td>
</tr>
</tbody>
</table>
making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase Commitments**

All purchase commitments shall be made by the College President or designee, in accordance with administrative procedures, including the College District’s purchasing procedures.

**Personal Purchases**

College District employees shall not be permitted to make purchases for personal use through the College District’s business office.

**Delinquent Franchise Taxes**

Each corporation contracting with the College District shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement to that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.
PROPOSED POLICY

Comprehensive Safety Program

The College District shall take every reasonable precaution regarding the safety of its employees, students, visitors, and all others with whom it conducts business. A designated administrator shall be responsible for developing, implementing, and promoting a comprehensive safety program.

The general areas of responsibility include, but are not limited to, the following:

1. Guidelines and procedures for responding to emergencies.
2. Program activities intended to reduce the frequency of accident and injury, including:
   a. Inspecting work areas and equipment.
   b. Training frontline and supervisory staff.
   c. Establishing safe work procedures and regulations.
   d. Reporting, investigating, and reviewing accidents.
   e. Promoting responsibility for College District property on the part of students, employees, and the community.
3. Program activities intended to reduce the ultimate cost of accidents and injuries through investigation and documentation.
4. Program activities that identify and develop prudent methods of financing loss costs on an annual basis, including the purchase of commercial insurance, self-insured retentions, and risk pooling.
5. Driver education programs, when available.
6. Vehicle safety programs.
7. Traffic safety programs and studies related to employees, students, and the community.

Information Management

The College President or designee shall be responsible for the collection, storage, and analysis of relevant operational and historical data required to develop sound procedures for implementation and operation of the comprehensive safety program.

Drafted: 05.25.2018

ADOPTED:
**PROPOSED POLICY**

<table>
<thead>
<tr>
<th>Emergency Operations Plan</th>
<th>In accordance with state requirements, the College District shall maintain a multihazard emergency operations plan that provides for appropriate employee training, coordination with state and local entities, and implementation of a safety and security audit.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Response and Evacuation Procedures</td>
<td>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.</td>
</tr>
<tr>
<td>Emergency Alert System</td>
<td>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.</td>
</tr>
</tbody>
</table>
## PROPOSED POLICY

### College District Police Department
To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a College District police department and shall employ and commission peace officers.

### Jurisdiction
The jurisdiction of College District peace officers shall include all counties in which property is owned, leased, rented, or otherwise under the control of the College District.

### Police Authority
While within the jurisdiction set out in this policy, peace officers employed and commissioned by the College District shall have all the powers, privileges, and immunities of peace officers. College District peace officers shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the College District and protect the property of the College District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, College District police officers may serve search warrants in connection with College District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer’s presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce College District policies on College District property or at College District functions.
6. Investigate violations of College District policy, rules, and regulations as requested by the College President and participate in administrative hearings concerning the alleged violations.
7. Carry weapons as directed by the chief of police and approved by the College President.
8. Carry out all other duties as directed by the chief of police or College President.

<table>
<thead>
<tr>
<th>Temporary Assignment</th>
<th>College District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency’s jurisdiction while temporarily assigned to the other agency.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limitations on Outside Employment</td>
<td>No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the chief of police and College President or designee.</td>
</tr>
<tr>
<td>Relationship with Outside Agencies</td>
<td>The College District’s police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The chief of police and the College President or designee shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.</td>
</tr>
<tr>
<td>Use of Force</td>
<td>The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.</td>
</tr>
<tr>
<td>High-Speed Pursuit</td>
<td>Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.</td>
</tr>
<tr>
<td>Video Monitoring</td>
<td>Body-worn cameras shall be worn by College District law enforcement officers and activated in accordance with administrative procedures.</td>
</tr>
<tr>
<td>Access to Recordings</td>
<td>Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law.</td>
</tr>
<tr>
<td>Officer Training</td>
<td>All College District officers shall receive at least the minimum amount of education and training required by law.</td>
</tr>
<tr>
<td>Department Regulations Manual</td>
<td>To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. This manual is available for review in Campus Police offices. The chief of police and the College President or designee shall review the manual annually and make any appropriate revisions.</td>
</tr>
</tbody>
</table>
Racial Profiling

The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Peace officers employed by the College District shall not initiate any law enforcement action based on an individual’s race, ethnicity, or national origin.

Complaints

Complaints against a College District police officer shall be in writing on a form provided by the College District and shall be signed by the person making the complaint. In accordance with law, the College District shall provide to the police officer a copy of the complaint. [See COMPLAINTS AGAINST PEACE OFFICER at CHA(LEGAL)]

Appeals regarding this complaint process shall be filed in accordance with DGBA, FLD, or GB, as appropriate.
## PROPOSED POLICY

### Firearms
The College District prohibits the use, possession, or display of a firearm on College District property or at a College District-sponsored or -related activity in violation of law and College District regulations.

### Other Weapons Prohibited
The College District prohibits the use, possession, or display of any location-restricted knife, club, or prohibited weapon, as defined by law, on College District property or at a College District-sponsored or -related activity, unless written authorization is granted in advance by the College President or designee.

Additionally, the following weapons are prohibited on College District property or at any College District-sponsored or -related activity:

1. Fireworks of any kind;
2. Incendiary devices;
3. Instruments designed to expel a projectile with the use of pressurized air, like a BB gun;
4. Razors;
5. Chains; or
6. Martial arts throwing stars.

The possession or use of articles not generally considered to be weapons may be prohibited when the College President or designee determines that a danger exists for any student, College District employee, or College District property by virtue of possession or use.

### Violations
Employees and students found to be in violation of this policy shall be subject to disciplinary action. [See DH, FM, and FMA]
PROPOSED POLICY

Disposal of College District Property

The College President or designee is authorized to declare College District materials, equipment, and supplies to be unnecessary and shall dispose of unnecessary materials, equipment, and supplies for fair market value. If the unnecessary property has no value, the College President or designee may dispose of such property according to administrative discretion.

Items obtained as federal surplus shall be managed according to federal regulations.

Disposal of Abandoned or Unclaimed Personal Property

The Vice President Administrative Services is authorized to dispose of abandoned and unclaimed personal property in accordance with College District regulations. These regulations shall address, but not be limited to, the following topics:

1. Notices of lost and found locations posted at appropriate places or described in College District publications and that include procedures for reclaiming lost articles and time frames for the College District to dispose of unclaimed property.

2. A range of options for locating owners of abandoned property that is not turned in to a lost and found location. These options may address such items as abandoned cars or other large items.

3. Disposal procedures including donations to charity or student organizations, sales, and auctions.

Any monies realized from disposal of unclaimed or abandoned personal property shall be deposited in the College District's general fund.

[For the applicability of the abandoned property procedures under Property Code Chapter 76, see CD]
PROPOSED POLICY

Modes of Transportation

Modes of transportation used for student travel shall include, but are not be limited to, cars, vans, and buses. Travel arrangements for student groups shall be made in accordance with administrative regulations.

Driver Requirements

A driver who is transporting students in College District-owned or -leased vehicles must:

1. Be an employee of the College District.
2. Hold a valid driver’s license appropriate for the vehicle to be driven. A driver of a commercial motor vehicle must have a commercial driver’s license.
3. Have an acceptable driving record.
4. Attend a Driver Safety Awareness Training Program administered by Campus Police.

Safety Standards

The driver shall ensure that the number of passengers does not exceed the designed capacity of the vehicle and that each passenger is secured by a safety belt, if provided.

Driver Fatigue

A driver shall not drive for more than three consecutive hours without taking a twenty-minute break or relief from driving.
## PROPOSED POLICY

### Compliance with Law

The College President or designee shall establish procedures ensuring that all facilities within the College District comply with applicable laws and local building codes.

### Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above $50,000. To assist the Board, the College President shall recommend the project delivery/contract award method that he or she determines provides the best value to the College District. [See CM series]

For construction contracts valued at or above $50,000, the College President shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the College President and consistent with law and policy. [See also CF]

### Change Orders

Change orders permitted by law shall be approved by the Board or its designee prior to executing any changes in the approved plans or in the actual construction of the facility.

## ALTERNATE TASB VERSION

### Project Administration

All construction projects shall be administered by the College President or designee.

The College President or designee shall keep the Board informed concerning construction projects and also shall provide information to the general public.

### Final Payment

The College District shall not make final payments for the construction or the supervision of construction until the work has been completed and the College District has accepted the work.
PROPOSED POLICY

Specifications
The College President or designee shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

Bid Process
All bids shall be submitted in accordance with administrative regulations. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

Electronic Bids
The College District shall accept bids through electronic transmission in accordance with administrative regulations. Such regulations shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids; and ensure that the electronic bids remain effectively unopened until the proper time.

Safety Record
If the College District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder’s OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder’s insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.
PROPOSED POLICY

Specifications
The College President or designee shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.

Process
All proposals shall be submitted in accordance with administrative regulations. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

Electronic Proposals
The College District shall accept proposals through electronic transmission in accordance with administrative regulations. Such regulations shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic proposals; and ensure that the electronic proposals remain effectively unopened until the proper time.

Withdrawal and Late Proposals
Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.

Proposal Acceptance
The College District may reject any and all proposals.

Safety Record
If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.
PROPOSED POLICY

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

Availability of Access

Access to the College District’s technology resources, including the Internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative procedures.

Limited Personal Use

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

1. Imposes no tangible cost on the College District;
2. Does not unduly burden the College District’s technology resources; and
3. Has no adverse effect on an employee’s job performance or on a student’s academic performance.

Use by Members of the Public

Access to the College District’s technology resources, including the Internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

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

Acceptable Use

The College President or designee shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the College District and with law and policy.

Access to the College District’s technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the College District’s technology resources and shall agree either electronically when logging into the College network or in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with College District policies. [See DH, FL series, and FM series]

Note: For Board member use of College District technology resources, see BBI.
Violations of law may result in criminal prosecution as well as disciplinary action by the College District.

**Monitored Use**

Electronic mail transmissions and other use of the College District’s technology resources by students, employees, and members of the public shall not be considered private. Designated College District staff shall be authorized to monitor the College District’s technology resources at any time to ensure appropriate use.

**Disclaimer of Liability**

The College District shall not be liable for users’ inappropriate use of the College District’s technology resources, violations of copyright restrictions or other laws, users’ mistakes or negligence, and costs incurred by users. 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.

**Record Retention**

A College District employee 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 CIA]

**Access by Individuals with Disabilities**

The College President or designee shall develop procedures to ensure that individuals with disabilities have access to the College District’s electronic and information resources similar to individuals without disabilities.

**Drones**

The flying of drones over or from sites on College District property or as part of the College District’s academic or research program is permitted only in accordance with law and College District regulations.
PROPOSED POLICY

Information Security Program

The College President shall approve an information security program designed to address the security of the College District’s information resources against unauthorized or accidental modification, destruction, or disclosure. This program shall also address accessibility, privacy, and security of the College District’s website.

Security Breach Notification

Upon discovering or receiving notification of a breach of system security, the College District shall disclose the breach to affected persons or entities in accordance with the time frames established by law.

The College District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the College District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the College District’s website.
4. Publication through broadcast media.
## PROPOSED POLICY

<table>
<thead>
<tr>
<th>Intellectual Property</th>
<th>All copyrights, trademarks, and other intellectual property rights shall remain with the College District at all times.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students</td>
<td>A student shall retain all rights to work created as part of instruction or using College District technology resources.</td>
</tr>
<tr>
<td>Employees</td>
<td>As an agent of the College District, an employee, including a student employee, shall not have rights to work he or she creates on College District time or using College District technology resources. The College District shall own any work or work product created by a College District employee in the course and scope of his or her employment, including the right to obtain copyrights.</td>
</tr>
<tr>
<td>College District Ownership</td>
<td>If the employee obtains a patent for such work, the employee shall grant a non-exclusive, non-transferable, perpetual, royalty-free, College District-wide license to the College District for use of the patented work. A College District employee shall own any work or work product produced on his or her own time, away from his or her job and with personal equipment and materials, including the right to obtain patents or copyrights.</td>
</tr>
<tr>
<td>Employee Ownership</td>
<td>A College District employee may apply to the College President or designee to use College District materials and equipment in his or her creative projects, provided the employee agrees either to grant to the College District a non-exclusive, non-transferable, perpetual, royalty-free, College District-wide license to use the work, or permits the College District to be listed as co-author or co-inventor if the College District contribution to the work is substantial. College District materials do not include student work, all rights to which are retained by the student.</td>
</tr>
<tr>
<td>Permission</td>
<td>The College District may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement that provides that the College District shall own the work product created under the agreement, as permitted by copyright law. Independent contractors shall comply with copyright law in all works commissioned.</td>
</tr>
<tr>
<td>Works for Hire</td>
<td>Upon the termination of any person’s association with the College District, all permission to possess, receive, or modify the College District’s intellectual property shall also immediately terminate. All such persons shall return to the College District all intellectual property, including but not limited to any copies, no matter how kept or stored, and whether directly or indirectly possessed by such person.</td>
</tr>
</tbody>
</table>
Copyright

Unless the proposed use of a copyrighted work is an exception under the “fair use” guidelines maintained by the College President or designee, the College District shall require an employee or student to obtain a license or permission from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder’s work for instructional, curricular, or extracurricular purposes. This policy does not apply to any work sufficiently documented to be in the public domain.

Technology Use

All persons are prohibited from using College District technology in violation of any law including copyright law. Only appropriately licensed programs or software may be used with College District technology resources. No person shall use the College District’s technology resources to post, publicize, or duplicate information in violation of copyright law. The Board shall direct the College President or designee to employ all reasonable measures to prevent the use of College District technology resources in violation of the law. All persons using College District technology resources in violation of law shall lose user privileges in addition to other sanctions. [See BBI and CR]

Electronic Media

Unless a license or permission is obtained, electronic media in the classroom, including motion pictures and other audiovisual works, must be used in the course of face-to-face teaching activities as defined by law.

Designated Agent

The College District shall designate an agent to receive notification of alleged online copyright infringement and shall notify the U.S. Copyright Office of the designated agent’s identity. The College District shall include on its Web site information on how to contact the College District’s designated agent and a copy of the College District’s copyright policy. Upon notification, the College District’s designated agent shall take all actions necessary to remedy any violation. The College District shall provide the designated agent appropriate training and resources necessary to protect the College District.

If a content owner reasonably believes that the College District’s technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.

Trademark

The College District protects all College District and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

College District-Related Use

The College District grants permission to students, student organizations, parent organizations, and other College District-affiliated college-support organizations to use, without charge, College District and campus trademarks to promote a group of students, an
activity or event, a campus, or the College District, if the use is in furtherance of College District-related business or activity. The College President or designee shall determine what constitutes use in furtherance of College District-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative regulations.

Public Use

Members of the general public, outside organizations, vendors, commercial manufacturers, wholesalers, and retailers shall not use College District trademarks without the written permission of the College President or designee. Any production of merchandise with College District trademarks for sale or distribution must be pursuant to a trademark licensing agreement and may be subject to the payment of royalties.

Any individual, organization, or business that uses College District trademarks without appropriate authorization shall be subject to legal action.
**PROPOSED POLICY**

| Distribution of Literature | Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the College District shall not be sold, circulated, distributed, or posted on any College District premises by any College District student or registered student organization [see FKC], except in accordance with this policy. The College District shall not be responsible for, nor shall the College District endorse, the contents of any nonschool literature distributed by students or registered student organizations. Materials distributed under the supervision of instructional personnel as a part of instruction or other authorized classroom activities shall not be considered nonschool literature and shall not be governed by this policy. [For distribution of nonschool literature by nonstudents and organizations that are not registered student organizations, see GD] |
| Limitations on Content | Nonschool literature shall not be distributed by students or registered student organizations on College District property if: 1. The materials are obscene. 2. The materials contain defamatory statements about public figures or others. 3. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action. 4. The materials are considered prohibited harassment. [See DIAA, DIAB, FFDA, and FFDB] 5. The materials constitute nonpermissible solicitation. [See FI] 6. The materials infringe upon intellectual property rights of the College District. [See CT] |
| Time, Place, and Manner Restrictions | The Vice President Educational Services shall designate times, locations, and means by which nonschool literature that is appropriate for distribution, as provided in this policy, may be made available or distributed by students or registered student organizations to students or others at College District facilities. Distribution of the nonschool literature shall be conducted in a manner that: 1. Is not disruptive; [See FLB] |
2. Does not impede reasonable access to College District facilities;

3. Does not result in damage to College District property;

4. Does not coerce, badger, or intimidate a person;

5. Does not interfere with the rights of others; and

6. Does not violate local, state, or federal laws or College District policies and procedures.

The distributor shall clean the area around which the literature was distributed of any literature that was discarded or leftover.

**Posting of Signs**

For the purposes of this policy, “sign” shall be defined as a billboard, decal, notice, placard, poster, banner, or any kind of handheld sign; and “posting” shall be defined as any means used for displaying a sign.

Except for signs that violate the limitations on content, as described above, a student or registered student organization may publicly post a sign on College District property in areas or locations designated by the Vice President Educational Services. No object other than a sign may be posted on College District property.

Before publicly posting a sign, a student or registered student organization shall:

1. Deliver a copy, photograph, or description of the sign to be posted.

2. Give notice of the following information:
   a. The name of the student or registered student organization and, if an organization, the name of its adviser;
   b. The proposed general location for posting the sign;
   c. The length of time the sign will be posted; and
   d. The signature of the student or, if a registered student organization, the signature of its authorized representative and the signature of its adviser.

3. Place the date of posting on each sign posted.

**Restrictions**

A sign shall not be larger than 22 inches by 28 inches, unless authorized by the Vice President Educational Services. A sign shall not be attached or posted:

1. To a shrub or plant;

2. To a tree, except by string to its trunk;
3. To a permanent sign installed for another purpose;
4. To a fence or chain or its supporting structure;
5. To a brick, concrete, or masonry structure;
6. To a statue, monument, or similar structure;
7. On or adjacent to a fire hydrant;
8. On or between a curb and sidewalk; or
9. In a College District building, except on a bulletin board designated for that purpose.

Removal
A student or registered student organization shall remove each sign not later than 14 days after posting or, if it relates to an event, not longer than 24 hours after the event to which it relates has ended.

A sign posted in accordance with this section shall not be removed without permission from the Vice President Educational Services, the student, or the registered student organization.

Disclaimer
Literature distributed by a registered student organization must include a disclaimer indicating that the literature is not sponsored by the College District and does not represent the views of the College District or College District officials, faculty, or staff.

Identification
Students or registered student organizations distributing materials on campus shall provide identification when requested to do so by a College District representative.

Violations of Policy
Failure to comply with the policy and procedures regarding distribution of nonschool literature shall result in appropriate administrative action, including but not limited to, confiscation of nonconforming materials, suspension of a student’s or registered student organization’s use of College District facilities, and/or other disciplinary action in accordance with the College District’s discipline policies and procedures [see FM and FMA].

Appeals
Decisions made by the administration in accordance with this policy may be appealed in accordance with FLD(LOCAL).
PROPOSED POLICY

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

"Student"  A "student" shall mean one who is currently enrolled in the College District. These policies and regulations shall also apply to any prospective or former student who has been accepted for admission or readmission to any component institution while he or she is 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 shall 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 one’s self, 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.
9. Submitting one’s own work in more than one class without prior permission from the faculty member.

“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” 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**

<table>
<thead>
<tr>
<th>Federal, State, and Local Law</th>
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<tbody>
<tr>
<td>Violations of federal, state, or local law or College District policies, procedures, or rules, including the student handbook shall be prohibited.</td>
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</tbody>
</table>

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<tr>
<th>Prohibited Weapons</th>
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</thead>
<tbody>
<tr>
<td>Possession, distribution, sale, or use of firearms, location-restricted knives, clubs, or other prohibited weapons, as described in CHF, without prior approval shall be prohibited.</td>
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<thead>
<tr>
<th>Drugs and Alcohol</th>
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<tbody>
<tr>
<td>The following behavior regarding drugs and alcohol shall be prohibited:</td>
</tr>
<tr>
<td>1. The use, possession, control, manufacture, transmission, or sale, or being under the influence, of a drug or narcotic, as those terms are defined by the Texas Controlled Substances Act, or other prohibited substances described in FLBE, unless under the direction of a physician;</td>
</tr>
<tr>
<td>2. The use, possession, control, manufacture, transmission, or sale of paraphernalia related to any prohibited substance; and</td>
</tr>
<tr>
<td>3. The use, possession, control, manufacture, transmission, or sale, or being under the influence, of alcohol or other intoxicating beverage without the permission of the College District.</td>
</tr>
</tbody>
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<thead>
<tr>
<th>Debts</th>
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<tbody>
<tr>
<td>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.</td>
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</table>

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<tr>
<th>Disruptions</th>
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<tbody>
<tr>
<td>“Disorderly conduct,” as defined above, or disruptive behavior shall be prohibited.</td>
</tr>
</tbody>
</table>

Drafted: 01/30/2018
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, bullying, or dating violence directed toward another person, including a student or employee; [See DIA series, FFD series, and FFE as appropriate]
4. Hazing with or without the consent of a student; [See FLBC]
5. Initiations by organizations that include features that are dangerous, harmful, or degrading to the student, a violation of which also renders the organization subject to appropriate discipline; and
6. Endangering the health or safety of members of the College District community or visitors to the premises.

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.

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.

Possession or use of tobacco products or e-cigarettes on College District property without authorization shall be prohibited. "E-cigarette" means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term does not include a prescription medical device unrelated to the cessation of smoking. The term includes:

1. A device described by this definition regardless of whether the device is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description; and
2. A component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**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 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 e-mail or websites 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.
<table>
<thead>
<tr>
<th>Gambling and Other Conduct</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discipline</td>
<td>A student shall be subject to discipline, including suspension, in accordance with FM and FMA if the student violates this policy:</td>
</tr>
<tr>
<td></td>
<td>1. While on College District premises;</td>
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<td></td>
<td>2. While attending a College District activity; or</td>
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<tr>
<td></td>
<td>3. While elsewhere if the behavior adversely impacts the educational environment or otherwise interferes with the College District’s operations or objectives.</td>
</tr>
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<td>Publication</td>
<td>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.</td>
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PROPOSED POLICY

Guiding Principles

Informal Process
The College District encourages students to discuss their concerns with the appropriate instructor or other campus administrator who has the authority to address the concerns.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process
A student may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students are encouraged to seek informal resolution of their concerns. A student whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation
Neither the Board nor any College District employee shall unlawfully retaliate against any student for bringing a concern or complaint.

Notice to Students
The College District shall inform students of this policy through appropriate College District publications.

Complaints
In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes
Student complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FLD after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, gender, gender identity and expression, disability, age, religion, national origin, genetic information, or veteran status. [See FFDA and FFDB]

2. Complaints concerning retaliation relating to discrimination and harassment. [See FFDA and FFDB]

3. Complaints concerning disciplinary decisions. [See FMA]
4. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CHA]

Complaint forms and appeal notices may be filed by hand-delivery, electronic communication, including e-mail and fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

The College District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student fails to appear at a scheduled conference, the College District may hold the conference and issue a decision in the student’s absence.

At Levels One, Two, Three, and Four, “response” shall mean a written communication to the student from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student’s e-mail address of record, or sent by U.S. Mail to the student’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

“Days” shall mean College District business days. In calculating time lines under this policy, the day a document is filed is “day zero.” The following day is “day one.”

“Representative” shall mean any person who or organization that is designated by the student to represent the student in the complaint process.

The student may designate a representative through written notice to the College District at any level of this process. If the student designates a representative with fewer than three days’ notice to the College District before a scheduled conference or hearing, the College District may reschedule the conference or hearing to a later date, if desired, in order to include the College District’s counsel. The College District may be represented by counsel at any level of the process.

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student shall not file separate or serial complaints arising from any event or series of events.
that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student, at any point during the complaint process. The student may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint Process

Prior to filing a written complaint, the student (complainant) may first choose to attempt to resolve his/her complaint by discussing the matter with the person (respondent) alleged to be responsible for the discrimination or error. This discussion shall occur within 15 days of the alleged complaint.

If the complaint is not resolved at this level or the complainant is not comfortable discussing the complaint with the respondent, the complainant must submit a formal complaint with the Level One administrator.

False and/or malicious allegations made by the complainant may result in disciplinary action against the complainant.

Complaints and appeals under this policy shall be submitted in writing. Copies of any documents that support the complaint should be attached. If the student does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student unless the student did not know the documents existed before the Level One conference.

A complaint or appeal that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint must be filed:

1. Within 15 days of the date the student first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance or within five
days of the date the student met with the person alleged to be responsible for the discrimination or error; and

2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students shall file Level One complaints with the department chairperson or student services supervisor. If the only administrator who has authority to remedy the alleged problem is the Level Two, Level Three, or Level Four administrator, the complaint may begin at Level Two, Level Three, or Level Four, respectively, following the procedure, including deadlines, for filing the complaint at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student within five days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student a written response within five days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any relevant documents or information the administrator believes will help resolve the complaint.

If the student did not receive the relief requested at Level One or if the time for a response has expired, the student may request a conference with the Level Two Administrator to appeal the Level One decision.

The appeal notice must be filed in writing within five days of the date of the written Level One response or, if no response was received, within five days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student may request a copy of the Level One record.

The Level One record shall include:

1. The original written complaint and any attachments.
2. All other documents submitted by the student at Level One.

3. The written response issued at Level One and any attachments.

4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within five days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student may provide information concerning any documents or information relied on by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the student a written response within five days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

**Level Three**

If the student did not receive the relief requested at Level Two or if the time for a response has expired, the student may request a conference with the Level Three administrator or designee to appeal the Level Two decision.

The appeal notice must be filed in writing within five days of the date of the written Level Two response or, if no response was received, within five days of the Level Two response deadline.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two complaint to the Level Three administrator. The student may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.

2. The written response issued at Level Two and any attachments.

3. All other documents relied upon by the Level Two administrator in reaching the Level Two decision.
The Level Three administrator shall schedule a conference within five days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level Two. At the conference, the student may provide information concerning any documents or information relied on by the administration for the Level Two decision. The Level Three administrator may set reasonable time limits for the conference.

The Level Three administrator shall provide the student a written response within five days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Three administrator may consider the Level One and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Level Three administrator believes will help resolve the complaint.

Recordings of the Level One, Level Two, and Level Three conferences, if any, shall be maintained with the Level One, Level Two, and Level Three records.

If the student did not receive the relief requested at Level Three or if the time for a response has expired, the student may appeal the decision to the College President.

The appeal notice must be filed in writing within five days after receipt of the written Level Three response, or, if no response was received, within five days of the Level Three response deadline.

The College President or designee shall inform the student of the date, time, and place of the meeting.

The Level Three record shall include:

1. The Level One record.
2. The Level Two record.
3. The written response issued at Level Three and any attachments.
4. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the student notice of the nature of the evidence at least three days before the hearing.

The College President may set reasonable time limits and guidelines for the presentation, including an opportunity for the student
and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the College President. The College President shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

The College President shall provide the student a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the College President may consider the Level One, Level Two, and Level Three records, information provided at the Level Three conference, and any other relevant documents or information the College President believes will help resolve the complaint. The decision by the College President is final.
PROPOSED POLICY

**Note:** For procedures related to student discipline, see FMA.

### Penalties for Student Misconduct

A student shall be subject to discipline for violations of College District policies and procedures, including the rules outlining expectations for student conduct [see FLB]. If a student commits an infraction or engages in misconduct, the College District may impose one or more of the following penalties:

1. **Reprimand** - A verbal or written warning to the student following a rule violation. Repetition of such misconduct may result in more severe disciplinary action.

2. **Restitution** - Reimbursement for damage to or misappropriation of property. Reimbursement may take the form of appropriate service to repair or otherwise compensate for damage.

3. **Scholastic penalties** - The assignment of a failing grade on an assignment or examination or in a course by an instructor based on scholastic dishonesty; including cheating, collusion, and plagiarism; committed by a student. The instructor shall submit a written report of the incident and of the planned action to the instructor’s dean.

4. **Conditional Probation** - The placing of a student on notice that continued infraction of regulations may result in suspension or expulsion from the College District. Conditional probation may include restrictions on a student's rights and privileges or specified community service. The probation may be for a specified length of time or for an indefinite period according to the relative severity of the infraction or misconduct. Failure to fulfill the terms of the probation may lead to suspension or expulsion.

5. **Suspension** - Forced withdrawal from the College District for either a definite period of time or until stated conditions have been met. Normally, suspension shall extend through a minimum of one regular long semester (with summer sessions not counting in the one semester minimum time lapse). However, suspension may exceed the one semester minimum.

6. **Expulsion** - Permanent forced withdrawal from the College District. A student receiving disciplinary expulsion shall have the action noted in the student’s permanent record.
Suspended or Expelled Students
No former student who has been suspended or expelled from the College District for disciplinary reasons shall be permitted on the campus or other facilities of the College District, initiated into an honorary or service organization, or permitted to receive credit for academic work done in residence or by correspondence or extension during the period of suspension or expulsion without the prior written approval of the College President or a designated representative.

Disciplinary Record
The College District shall maintain for every student alleged or determined to have committed misconduct at the College District, a disciplinary record that shall reflect the charge, the disposition of the charge, the sanction assessed, if any, and any other pertinent information. The disciplinary record shall be separate from the student’s academic record and shall be treated as confidential; the contents shall not be revealed except on request of the student or in accordance with applicable state or federal laws.

The disciplinary record shall be maintained permanently in the event that a student is expelled or subject to an extended suspension. In all other cases, the disciplinary record shall be maintained in accordance with the College District’s record retention schedule.

Publication
Information regarding student discipline described in College District policies and accompanying procedures shall be published in the student handbook.
PROPOSED POLICY

Reports of Alleged Misconduct

College District faculty and staff shall submit an alleged violation or violations of College District policies and procedures, including the rules for student conduct [see FLB], committed by a student to the Vice President Educational Services within a reasonable time following an alleged incident, not to exceed ten College District business days. The allegations must be submitted in writing, through traditional or electronic means, and must describe the violation and any surrounding facts.

The Vice President Educational Services or designee shall investigate the matter as necessary. If an allegation is deemed to be unfounded, the Vice President Educational Services or designee shall dismiss the allegation and shall provide the student and employee written notice that the allegation of misconduct was made against the student and that the allegation was dismissed.

Conference

If, however, the Vice President Educational Services or designee determines that the allegation warrants further consideration, the Vice President Educational Services or designee shall summon the student for a conference to be held within a reasonable time, not to exceed ten College District business days, following the receipt of the allegation of misconduct.

At the conference, the Vice President Educational Services or designee shall notify the student of the allegation or allegations and provide the student an opportunity to respond.

Unfounded Allegations

After conferring with the student, if the Vice President Educational Services or designee determines that the student did not commit a violation, the allegation or allegations shall be dismissed as unfounded. The student shall be provided written notice of the dismissal.

Misconduct Warranting a Penalty

If the Vice President Educational Services or designee determines that the student committed misconduct that warrants a penalty other than suspension or expulsion, the Vice President Educational Services or designee shall provide the student written notice of the penalty and the student’s right to appeal to the disciplinary appeals committee.

Suspension

If the Vice President Educational Services or designee determines that the student committed misconduct that warrants a suspension, the Vice President Educational Services or designee shall inform the student in writing of the determination, and a hearing shall be scheduled for consideration by the disciplinary appeals committee as described below.
If the Vice President Educational Services or designee determines that the student committed misconduct that warrants expulsion, the official shall inform the student in writing of the determination. The Vice President Educational Services or designee shall forward the determination and all evidence collected during the investigation and conference to the College President in order to schedule an expulsion hearing [see EXPULSION HEARING, below].

The Vice President Educational Services or designee may take immediate disciplinary action, including suspension pending a hearing, against a student for policy violations if the continuing presence of the student poses a danger to persons or property or an ongoing threat of disrupting the educational environment.

The disciplinary appeals committee shall be convened:

1. On request of a student appealing a penalty other than suspension or expulsion. The request must be filed in writing within ten College District business days of the date of the administration’s written notice.

2. Automatically, if the Vice President Educational Services or designee determines that a student committed misconduct warranting suspension.

The disciplinary appeals committee shall be comprised of at least three College District employees and a minimum of one current College District student. The members of the disciplinary appeals committee and the committee chairperson shall be designated according to procedures developed by the College President. All members of the disciplinary appeals committee shall be eligible to vote during the hearing.

The Vice President Educational Services or designee shall notify the student by letter of the date, time, and place for the hearing. Unless the student and the Vice President Educational Services or designee otherwise agree, the hearing shall take place within a reasonable time period, not to exceed ten College District business days after the date of the student’s request for the hearing or the Vice President Educational Services or designee’s determination that the student should be suspended.

The notice shall:

1. Direct the student to appear on the date and at the time and place specified.
2. Advise the student of his or her rights:
   a. To have a private hearing.
   b. To be assisted by an advisor or legal counsel at the hearing.
   c. To call witnesses, request copies of evidence in the College District’s possession, and offer evidence and agreement on his or her own behalf.
   d. To make an audio recording of the proceedings, after first notifying the Vice President Educational Services or designee in advance of the hearing, or, at the student’s own expense, to have a stenographer present at the hearing to make a stenographic transcript of the hearing.
   e. To ask questions of each witness who testifies against the student.

3. Contain the names of witnesses who will testify against the student and a description of documentary and other evidence that will be offered against the student.

4. Contain a description of the allegations of misconduct in sufficient detail to enable the student to prepare his or her defense against the charges.

5. State the proposed punishment or range of punishments that may be imposed.

Failure to Appear for Hearing

The disciplinary appeals committee may impose appropriate punishment upon a student who fails without good cause to appear for the hearing; for purposes of assessing punishment, the committee may proceed with the hearing in the student’s absence.

Hearing Procedure

The hearing shall proceed as follows:

1. The chairperson shall read the description of the misconduct.
2. The chairperson shall inform the student of his or her rights.
3. The designated official or representative shall present the College District’s case.
4. The student or representative shall present the student’s defense.
5. The designated College District official or representative shall present rebuttal evidence.
6. The committee members may ask questions of witnesses testifying on behalf of the student or the College District.
7. The designated official or representative shall summarize and argue the College District's case.

8. The student or representative shall summarize and argue his or her case.

9. The designated official or representative shall have an opportunity for rebuttal argument.

10. The committee members shall deliberate in closed session. The committee members shall vote on the issue of whether or not the student violated College District policies and procedures, including the rules for student conduct.

11. If the committee finds the student did commit misconduct, the committee shall determine whether the penalty assessed, or proposed in the case of suspension, by the Vice President Educational Services or designee is appropriate and, if necessary, shall assess a different or additional penalty.

12. The committee chairperson shall communicate the decision and any findings of facts in support of the committee's decision to all parties in writing within ten College District business days of the hearing. The notice shall include procedures for appealing the committee’s decision to the College President.

Evidence

Evidence shall be handled in accordance with the following:

1. Legal rules of evidence do not apply; the committee chairperson may admit evidence or exclude evidence considered to be irrelevant, immaterial, and unduly repetitious.

2. At the hearing, the College District shall be required to prove by a preponderance of the evidence that the charges are true.

3. A student may not be compelled to testify.

4. The committee shall determine if a violation has occurred and assess an appropriate penalty based solely on the evidence presented at the hearing.

Appeal to College District Administration

A student may, within ten College District business days of receiving notice of the disciplinary appeal committee’s decision, petition in writing the College President to review the decision. The stu-
dent’s petition shall state with particularity why the decision is believed to be incorrect. After receiving notice of the appeal, the disciplinary appeals committee chairperson shall forward all evidence considered during the hearing, the audio recording of the hearing, and the digest of the hearing, if applicable, to the College President. The College President shall hold a conference within ten College District business days after the appeal notice is filed. At the conference, the student may provide information concerning any documents or information relied on by the committee. The College President may set reasonable time limits for the conference. The conference shall be audio recorded.

The College President shall provide the student a written response, stating the basis of the decision, within ten College District business days following the conference. In reaching a decision, the College President may consider the evidence included in the student’s petition, provided during the conference, and forwarded by the committee chairperson. The College President may act to affirm, modify, remand, or reverse the decision of the disciplinary appeals committee. The College President’s decision is final.

**Expulsion Hearing**

If the Vice President Educational Services or designee determines that the student’s misconduct warrants expulsion [see CONFERENCE, above], the College President shall convene to conduct an expulsion hearing. The College President or designee shall inform the student of the date, time, and place of the meeting.

The College President shall proceed according to the procedures set out at DISCIPLINARY APPEALS COMMITTEE—FAILURE TO APPEAR FOR HEARING, HEARING PROCEDURE, and EVIDENCE, above, with the College President substituted for references to the committee and the presiding officer.
# Proposed Policy

**Guiding Principles**

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<thead>
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**General Provisions**

| Filing | Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including e-mail and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline. |

Drafted: 03.09.2018

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Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the College District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refileing is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and

2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the College President or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any relevant documents or information.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the College President or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.
After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

**Level Three**

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the College District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The College President or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.
The College President or designee shall provide the Board with the record of the Level Two complaint. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The written response issued at Level Two and any attachments.
3. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The College District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BD]

The presiding officer may set reasonable time limits and guidelines for the presentation including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.
TENURE

Honoring faculty members by awarding tenure recognizes that academic competence and commitment to the College’s mission and purpose have been demonstrated by the faculty member throughout the probationary period. Tenure assures experienced full-time faculty members that they may expect to continue in their academic positions unless proper cause for dismissal is demonstrated as outlined under the Discipline, Suspension, and Discharge policy. The institution shall provide faculty members a written contract stating the terms of employment, including special conditions, responsibilities, and any special prerequisites. The contract shall cover such items as salary, tenure provision, full-time or part-time employment, and the inclusive dates of the term of service. The College shall likewise notify faculty, in writing, when they attain tenure.

1. Pre-tenure status

   a. Beginning with appointment to the rank of full-time/tenure-track faculty member, the pre-tenure period for a faculty member shall be ten (10) long consecutive semesters of full-time service (fall and spring semesters) at Temple College.
   (Note: Breaks in service for extenuating circumstances such as health issues will be handled on a case-by-case basis.)
   b. Full-time faculty members should seek guidance from their respective department chair for any assistance needed during the tenure probationary period.
   c. Full-time faculty members who have satisfied the pre-tenure period of ten (10) long consecutive semesters of full-time service at Temple College will be considered for tenure by the Board of Trustees.
   d. In some instances, it may be necessary to extend the pre-tenure period for two (2) long semesters. The President will notify the faculty member in writing by the end of the 9th long semester of service that their pre-tenure period will be extended.
   e. Faculty members who do not apply for tenure by the deadlines specified below or who do not meet the terms of the extended pre-tenure period will be given a notice of non-renewal of contract. (Faculty members in these cases have not met the conditions of their tenure track contract.)
   f. A notice of nonrenewal of contract of a non-tenured faculty member shall be given, in writing, by the President no later than February 1, if the contract expires at the end of that academic year; or if a one-year appointment terminates during an academic year, at least three months in advance of termination.

2. Procedure for Tenure Approval

   The faculty member will submit their formal application for tenure in the first two weeks of the 9th long semester of service. The application process will include:
   a. *Completion and submission of the Application for Tenure form.
b. Submission of a Teaching Portfolio (electronic or hard copy) which should include at a minimum:

i. *Philosophy: The faculty member’s personal philosophy of teaching.

ii. *Documentation of Teaching:
   1. *A summary of courses taught with a description of responsibilities
   2. *Examples of First Day Handouts/ Course Outlines/Syllabi
   3. *Examples of Assignments, Visual Aids (PowerPoint slides), etc.
   4. *Examples of Evaluation of Learning (quizzes, exams, etc.)
   5. Examples of Written/Electronic Feedback to learners

iii. *Measures of Teaching Effectiveness
   1. *Summary of learner evaluations of teaching
   2. *Annual departmental evaluations
   3. Teaching observations
   4. Learner aggregate scores on exams, standardized testing, etc.

iv. *Activities to Improve Teaching:
   1. Improvement plan with goals and activities to reach said goals
   2. New activities or methods of teaching developed, utilized, or implemented
   3. *Professional Development activities

v. *Contributions to the Institution/Community:
   1. *Service on Department, Division, and/or College committees
   2. Service on Faculty Council committees
   3. Service to the community

vi. Professional Activities:
   1. Professional Memberships
   2. Presentations / Performances
   3. Publications
   4. Research
   5. Grants

vii. Honors and Awards

NOTE: (Required areas are denoted with a “*”. Other areas may be included for additional information. Information should reflect the faculty member’s contributions to the institution.)

3. Procedure for Granting Tenure

a. The application and portfolio will be submitted to the faculty member’s department chair within the first two weeks of the 9th long semester of service.

b. The department chair will have thirty (30) calendar days to review the materials and make a recommendation regarding tenure approval to the division director.
c. The division director will have thirty (30) calendar days to review the materials and make a recommendation regarding tenure approval to the Vice President, Academic Affairs (VPAA).
d. The Vice President, Academic Affairs will have thirty (30) calendar days to review the materials and make a recommendation regarding tenure approval to the President.
e. By the end of the 9th long semester the faculty member shall be notified that their application for tenure has been accepted for consideration by the President or if their pre-tenure period has been extended.
f. The President will make a recommendation regarding tenure to the Board of Trustees.
g. Tenure can only be granted by official action of the Board of Trustees.
h. The President’s Office shall invite the faculty member to the Board of Trustees meeting at which official action will occur.

4. Procedure for Granting Tenure (Pre-Tenure Extended)

a. The re-application and portfolio will be submitted to the faculty member’s department chair in the first two weeks of the 11th long semester of service. The application process follows the same steps as outlined in step 2 above.
b. The department chair will have thirty (30) calendar days to review the materials and make a recommendation regarding tenure approval to the division director.
c. The division director will have thirty (30) calendar days to review the materials and make a recommendation regarding tenure approval to the Vice President, Academic Affairs.
d. The Vice President, Academic Affairs will have thirty (30) calendar days to review the materials and make a recommendation regarding tenure approval to the President.
e. By the end of the 11th long semester the faculty member shall be notified that their application for tenure has been accepted for consideration by the President.
f. The President will make a recommendation regarding tenure to the Board of Trustees.
g. Tenure can only be granted by official action of the Board of Trustees.
h. The President’s Office shall invite the faculty member to the Board of Trustees meeting at which official action will occur.

5. Retaining Tenure

a. In the event that a tenured faculty member becomes classified through instructional reorganization as part of the administrative staff, he/she shall have the right to retain his/her faculty status so long as his/her job duties as a member of the administrative staff are consistent with those he/she performed as a tenured faculty member.
b. In the event that a tenured faculty member assumes an administrative position with new and different job duties from those previously done on the
teaching faculty and later returns to the teaching faculty, he/she shall assume his/her previous status only if he/she has maintained a minimum teaching load of six work load equated hours per year in addition to his/her administrative duties.

c. In the event that a tenured faculty member is granted a non-compensated leave of absence by the Board of Trustees, he/she shall retain tenured status when he/she returns to the teaching faculty. However, the period of non-compensated leave will not be counted toward salary increments based on years with the College.

Pre- and Post- Tenure Review

The purpose of pre- and post-tenure review is to determine levels of performance efficiently, equitably, and in conformity with pre- and post-tenure rights. The Pre- and Post-Tenure Review Policy designates that all faculty members will receive an annual review.

The procedures include a teaching portfolio which contains at a minimum the annual written evaluation, a summary of learners’ evaluations of teaching, and the faculty member’s contributions to established teaching criteria for the department.

Department chairs will conduct, sign, and submit reviews for each faculty member every year. The faculty member will also sign the review. The reviews will be sent to the Division Director for consideration and, if needed, recommendation.

Each division director will then submit the reviews to the VPAA for final evaluation. All completed reviews will be stored in the Human Resources office. Teaching portfolios will be kept by the faculty member.
TRAVEL
The guidelines contained in this policy are designed to ensure the College’s insurance requirements related to travel are met and to inform employees of the guidelines for travel.

Travel Guidelines

- All official College travel, including travel with students on school-sponsored trips, must be requested and approved in advance using the Purchasing Department’s current travel request process found on the Employee Portal webpage. All expenses relating to the trip must be included in the travel request.
- Vice Presidents and others designated by the President have the same approval and delegation authority for travel as for other expenditures. All out-of-state travel must be approved in advance by the President or designee. Traveling with external entity funds on the College’s behalf also requires appropriate administrative approval.
- Reimbursement for mileage will be at a rate published on the Employee Portal webpage. Mileage will be based on calculations using the mileage chart or online mileage calculators if the location is not specified on the mileage chart, such as, but not limited to, Google Maps, MapQuest, or Rand McNally. **Miles must exceed 25 miles above the customary commuting travel to be considered eligible for reimbursement. Reimbursement will be for the excess distance traveled beyond normal commute.**
- When privately owned vehicles (not owned by the College) are being used to transport college students and employees, limited insurance protection is provided by the College. There is no coverage for medical payments to students or employees or for physical damage to the vehicle. Professional liability insurance, however, does protect any employee or student from an incident that occurs while the employee is acting in his/her professional capacity as a College employee.
- When it is necessary to rent a car or van, the vehicle should be rented in the name of Temple College. Only authorized personnel (Office Manager, Administrative Services or Athletic Director) are permitted to rent a vehicle in the name of the College. If rented in the name of the individual, the College insurance coverage does not apply. Proof of Liability Insurance cards are available in the Purchasing Office and should be carried with the driver in the event of an accident.
- At no time may a student drive a College vehicle or a vehicle rented by the College.
- Adjunct faculty are not eligible for travel reimbursement.
- At the beginning of each semester, an employee may submit a blanket travel authorization to cover travel to duty or instructional sites within or outside the college service area, thus eliminating the need for the advanced approval of each trip the employee might make during the fiscal year.
This policy also defines the categories of travel as one of the following:

- Commuting
- Multiple Location for Instruction
- Conference/Events
- Student (non-athletic)
- Athletic
- Grant

**Commuting Travel and Principal Work Location**

Travel reimbursement will not be made for commuting travel. Commuting travel is defined as travel between home and an employee’s principal work location and is considered an employee's personal expense.

The principal work location is defined as the location where the work activities of the employee's position of record are based, as determined by the College (resident faculty member at the main campus, TBI, Hutto, or Taylor). An employee’s work (i.e., dual credit instruction at area high schools or other teaching locations) may require temporary duty travel status away from the principal work location for his or her position of record.

The *Temple College Service Area Mileage Chart* should be used to calculate inter-campus travel and is located at the end of this policy and on the Employee Portal webpage.

**Multiple-Location Travel for Instruction**

Full-time faculty who are required to travel to multiple locations (i.e., TC main campus, TC Centers, designated high schools, or other teaching locations) to perform instructional duties away from their designated principal work location (see definition above) may be paid travel reimbursement.

Mileage reimbursement may be requested for required travel that exceeds 25 miles traveled in a given calendar day above the normal roundtrip commuting travel. Mileage reimbursement may also be requested if multiple location travel for instruction in a given work week exceeds the 25-mile travel requirement.

Mileage reimbursement for any travel in this category is to be submitted only once per month unless approval for alternate payment is granted by the Vice President Academic Affairs. **Meals are not reimbursable for travel within the College service area.**

The *Temple College Service Area Mileage Chart* should be used to calculate multiple location travel and is located at the end of this policy and on the Employee Portal webpage.

**Conference/Event Travel**

Meals are not normally reimbursable for one day or same day trips. Exceptions can be made for day trips outside the College service area. Other requests for meal reimbursement for same day trips must be made and approved in advance by the appropriate Vice President and submitted via the travel request. To receive payment for breakfast, the employee must leave before 7:00 a.m. To receive payment for dinner,
the employee must return after 7:00 p.m. Please see the Employee Portal webpage for the current per diem rates. Employees are not eligible to request the meal per diem if meals are included as part of the conference or training attended.

The College is not required to pay sales taxes and it is the responsibility of the employee to inform the vendor. Any sales taxes paid using a College credit card must be reimbursed to the College by the employee. Credit card receipts need to show detail – please obtain a detailed receipt.

- The College does not reimburse for alcohol.
- Hotels in Texas will exempt the College from state sales taxes when the Hotel Exemption Form is completed and filed upon registration at the hotel. Since some hotels do not provide this form, it is recommended that this form be obtained from the Employee Portal webpage. State hotel sales tax will not be reimbursed for in-state lodging.
- When multiple people are attending the same meeting(s), it is requested that they implement as many cost-saving strategies as possible. Two of these might be riding together and/or sharing a hotel room when possible. Exceptions to sharing must be approved in advance by the appropriate Vice President or President for those reporting to the President.
- In the event that an employee chooses to travel by car instead of flying, the College will reimburse an amount not to exceed the available airfare or actual mileage at the college-approved rate.
- Employees should make reservations through the Internet or directly with hotels or airlines.
- Rental cars may be selected as ground transportation from the airport when acceptable justification is provided in advance to the employee’s supervisor.
- When conferences or seminars are offered in multiple locations, employees should elect to attend the one closest to the College. Approval to attend other than the closest conference requires approval from the appropriate Vice President.
- The College will not reimburse the cost to fly to different locations for personal reasons either before or after the conference or seminar unless the cost is the same or lower than flying the direct route.
- When travel plans change, the traveling employee is responsible for canceling all reservations (airfare and hotel) in a timely manner with the goal that the College will not be charged. Travel vouchers gained from canceled trips are to be used for College trips.
- Reimbursement for internet connections requires Vice Presidential approval. The College will not reimburse for rental of movies in hotel rooms.

**Student Travel (Non-Athletic)**

Plans and travel requests for field trips, or other college-sponsored trips, should be submitted using the "Request for Student Trip Approval" form to be approved by the Vice President, Educational Services no less than ten (10) working days prior to the event.
It is the obligation of the faculty/staff sponsor of such trips to review related College policies pertaining to the transport of students in college vehicles or college rented vehicles, arrange for transportation (including the approved driver), and obtain/submit copies of all necessary paperwork needed to complete the trip approval process.

When possible, off-campus travel and field trips should be made so that students will not be absent from other classes. If not possible, faculty/staff sponsoring college related trips or activities will be responsible for notifying the faculty and the Vice President, Educational Services of planned absences (including a list of participating students and the dates that they will be absent). This notification and list should be submitted no less than seven (7) working days prior to the event.

IMPORTANT: All sponsors, if serving as drivers, or sponsor-arranged drivers are required to attend a Driver Safety Awareness Training Program administered by Campus Police and must receive an all-clear driver’s record check prior to driving any vehicle for field trips, or other college-sponsored trips (see Vehicle policy).

**Only Temple College employees and Temple College students may ride in college vehicles. Exceptions, if any, must be approved in advance by the Vice President Administrative Services and President.**

The College is not responsible if a College employee chooses to transport students in the employee’s vehicle and an accident occurs. The employee’s insurance would have to cover any associated costs. The policy should be for at least $100,000 liability coverage, and it should have either medical payment coverage or personal injury protection. Use of a personal vehicle to transport students is highly discouraged.

**Athletic Travel**

The following category is established in recognition of the unique characteristics associated with travel by athletic teams and personnel and shall apply to travel for intercollegiate competition and for recruitment of athletic team members. All other travel by athletic personnel shall be in conformance with the applicable category contained within this policy.

- All travel must be authorized in advance by the President or designee.
- A travel advance will not normally be made. If advances are issued, it will be to an athletic department member who is familiar with travel regulations and who will be responsible for the proper accounting of all funds advanced.
- All team travel must be budgeted and coaches will make their own arrangements for team travel. College buses are issued on a first-come-first-serve basis; therefore, requests for vehicles must be made in advance of the trip. If all busses have already been scheduled, budgeted Athletic funds will be used to charter private buses.
- Receipts are required for all travel expenses.
- The following items may be claimed at actual cost for athletic team members and appropriate coaching personnel while traveling for competition purposes:
  - Meals, including pre-game and after game meals, and up to 15% gratuity - however, Coaches may not claim per diem meal costs as provided in
the general travel policy.
  - Lodging
  - Transportation costs
  - Reasonable and appropriate entertainment costs, including soft drinks and snacks
  - Business related telephone calls

- The following items may be claimed at actual cost for athletic recruitment:
  - All recruitment of student-athletes will be governed by applicable NJCAA and conference rules. Payment of any expenses to or for a student-athlete which violates these association rules is prohibited.
  - Local hotel-motel facilities may be used and the cost of such facilities charged to the College.
  - Meals for prospective student-athletes may be charged directly to the College. If necessary, staff members may be reimbursed for meals for themselves and prospective student-athletes, with up to 15% gratuity allowed.
  - Entertainment expenses may be reimbursed at cost within NJCAA and conference limitations.

Grant Travel

Generally, grant-supported travel must comply with the College’s policies and procedures. However, specific grants may impose stricter requirements that must be followed. It is expected that grant-funded travelers are aware of applicable restrictions and acknowledge that expenses submitted for reimbursement and charged to grants are in full compliance with a grant’s requirements. For more information regarding grant-funded travel please see the Grants and Contracts policy. Travelers should be aware that certain expenses may be unallowable on grant-funded travel, even though they may be allowed under normal College travel policies.

Travel Examples (mileage in examples may not reflect actual mileage)

1. Faculty A lives in Georgetown and her main teaching assignment is in Temple. Her normal commuting travel is 80 miles round trip.

   Monday—she does clinical in Waco. To calculate mileage for reimbursement, she records her round-trip mileage from home to the Waco hospital and back home, which is 154 miles. To determine the amount of reimbursement, she subtracts her usual commute of 80 miles from the 154 mile Waco commute. 154-80=74. She submits 74 miles for reimbursement since this exceeds the 25-mile normal commuting travel requirement.

   Tuesday—she attends a meeting at the THECB in Austin. To calculate mileage for reimbursement, she records her round-trip mileage from home to the THECB which is 55 miles. To determine the amount of reimbursement, she subtracts her usual commute of 80 miles from the 55 mile Austin travel. Since the Austin commute does not exceed the 25-mile normal commuting travel requirement, she does not request reimbursement.
Wednesday—she commutes to TC in Temple and then attends a meeting in Hutto. To calculate her mileage for reimbursement, she records her total mileage for the day which includes the drive to Temple (40 miles), the trip from Temple to Hutto (50 miles), and her return from Hutto to her Georgetown home (14 miles).  
40+50+14=104. The total mileage driven in one day exceeds 25 miles making Faculty A eligible for reimbursement. She subtracts her usual commute (80 miles) from her commute of 104 miles. 104-80=24. She requests reimbursement for 24 miles.

Thursday—she commutes to TC in Temple to teach a class and then attends a meeting in Hutto. She returns to Temple to teach a late class. To calculate her mileage for reimbursement, she records her total mileage for the day which includes the drive to Temple (40 miles), the trip from Temple to Hutto and back (100 miles), and her return from Temple to her Georgetown home (40 miles). 40+100+40=180. The total mileage driven in one day exceeds 25 miles making Faculty A eligible for reimbursement. She subtracts her usual commute (80 miles) from her total commute of 180 miles. 180-80=100. She requests reimbursement for 100 miles.

2. Faculty A’s primary work location is Hutto. She teaches classes in both Hutto and Taylor each week on Tuesday and Thursday. She leaves her primary work location and drives to teach at Taylor and then returns to Hutto. To calculate her mileage for reimbursement, she records her total mileage for the week which includes the drive to Temple (40 miles), the round trip from Temple to Hutto and back (100 miles), and her return from Temple to her Georgetown home (40 miles). 40+100+40=180. The total mileage driven in one day exceeds 25 miles, making Faculty A eligible for reimbursement. She subtracts her usual commute (80 miles) from her total commute of 180 miles. 180-80=100. She requests reimbursement for 100 miles.

3. Employee lives in Rockdale, primary work location is Temple, and she travels to EWCHEC-Taylor to teach an 8:00 a.m. class on her way to Temple. Her normal round-trip commute from Rockdale to Temple is 86 miles (43 miles one-way). The combined total trip mileage from Rockdale to Taylor, to Temple, and back to Rockdale would be 126 miles. To determine the amount for reimbursement, the employee would subtract her normal round trip daily mileage of 86 miles from the round trip mileage of 126 miles to get 40 miles (126-86=40). For this trip, the employee would submit a travel request for reimbursement of 40 miles since this exceeds the 25-mile normal commuting travel requirement.

4. Employee lives in Temple, primary work location is EWCHEC-Taylor, and she needs to travel to EWCHEC-Hutto in the morning for work related responsibilities before going to the Taylor Center. Her normal round-trip commute from Temple to EWCHEC-Taylor is 76 miles (38 miles one-way). The round trip mileage would be 99 miles (Travel from Temple to Hutto is 49 miles, travel from Hutto to Taylor is 12 miles, and then travel from Taylor to home is 38 miles, totaling 99 miles, (49+12+38=99). Total reimbursement for eligible travel would be calculated (Total miles 99–76 commute = 23 miles). No reimbursement would be made because 23 miles is not above the qualifier of 25 miles above the normal commute to make an employee eligible for reimbursement.
Temple College Service Area Mileage Chart:

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AGENDA ITEM 4

Approval of Disbursements for October 2018

Staff Recommendation: Approval

Mr. Wilkerson will review the Summary Check Register for the month of October 2018 before the meeting.
Faculty Council Report

Staff Recommendation: No Action Required

No report was received prior to the November 19, 2018 Board meeting.
AGENDA ITEM 7-B

Reports: Educational Services

Staff Recommendation: No Action Required

Dr. Mark Smith and the Educational Services staff have prepared a report that follows this cover page. Dr. Smith and the staff will present brief reports on the activities of that area of TC at the meeting.
MEMORANDUM
Vice President, Educational Services

To: Dr. Glenda O. Barron
From: Dr. Mark A. Smith
Subject: November 2018 Educational Services Report

STRATEGIC PLAN UPDATE
Ms. Gracie Conner will provide the monthly strategic plan update. This month’s report will cover:

Goal 2. Optimize Community Partnerships and Outreach

Objective A. Develop new and strengthen existing partnerships to meet identified community needs.

Strategy 3. Collaborate with economic development partners to recruit and retain business and industry.

Measure 1. Provide expertise on grant opportunities and other economic incentives to economic development partners throughout our service area to assist in recruiting business to Central Texas

Target 1. Meet with 3 EDCs by fall 2016

Measure 2. Offer TWC grant updates to EDCs in conjunction with business and industry to allow free training for targeted employees through Skills Development or Skills for Small Business funds from the State of Texas

Target 1. Initiate collaboration between EDC, business and industry, and Temple College with 8 businesses by fall 2017

STUDENT & ENROLLMENT SERVICES

General Information
During the month of October, the Temple College Adult Education and Literacy program serviced 636 learners, 462 at Temple College and 175 at Central Texas College. Mr. Javier Ruiz, Associate Director, has created Standard Operating Procedures for the entire organization and is halfway complete with the standardization of the entire curriculum.

Admissions and Records entered 692 new applications. All new applicants, and returning learners who reapplied, were emailed acceptance notifications electronically via their email accounts. The acceptance email notifies perspective and returning learners of the necessary steps to registration at Temple College as well as the availability of TConnect and other services.

Admissions and Records entered 5,006 transcripts in learners’ records. Information from external transcripts is used for testing and course evaluations so that learners can, among other things, register for classes, receive an accurate degree plan, and apply for graduation.

Admissions and Records received transcripts for seven reverse transfer learners who will be eligible for graduation at the end of the term.
Ms. Vicki Hanaway, Graduation Specialist, emailed all learners that were audited for graduation. She sent letters to all the learners who needed to re-apply for graduation.

Mrs. Inge Schey, Associate Director of Financial Aid, reports that at this point in the academic year, 1,809 learners are receiving Pell grants for a total disbursed amount of $3,695,422.00 along with 1,156 learners receiving Direct Loans for a total disbursed amount of $3,292,349.00.

To date, 7,570 learners have listed Temple College on their Free Application for Federal Student Aid (FAFSA) for 2018-2019.


As of October 24, 2018, the Advising Center staff, Ms. Danya Bailey, Ms. Allison Mankin, Ms. Mr. Kenny Bosher, Ms. Carol Zapata, and Ms. Jessica Thompson contacted 519 newly admitted and re-admitted AA (Associate of Arts), AS (Associate of Science), AAS (Associate of Applied Science), and Level I and II Certificate learners to discuss the learners’ educational and career interests to ensure that learners were properly placed in their academic plan and encourage these learners to register for upcoming semester courses.

Ms. Christy Hortenstine, Coordinator Student and Enrollment Services, reports 589 learners have been seen in the Taylor Center. (These numbers do not include email or phone advising.)

Ms. Stephanie Perkins, Testing Center Director, reports that in the month of October 859 learners were served at the Main Campus Testing Center and 324 learners were served at the EWCHEC-Hutto Testing Center. Services include the TSI Assessment, GED, ACCUPLACER, TEAS, HESI, CLEP, classroom exams, proctored exams from other colleges/universities, phone calls, and emails.

Ms. Stephanie Perkins, Director of Tutoring Services, reports that the Writing Center has been very busy in October. Learners from various courses at Temple College are utilizing the Writing Center for assistance.

Mr. Adam McDonald, Math Lab Coordinator, reports that in October 401 learners were provided tutoring services. Tutoring services include all levels of math at Temple College, other courses that contain math, and assistance with preparing for the TSI Assessment and allied health exams.

Mr. Patrick Finnegan, Veterans Affairs Coordinator reports Temple College is currently serving 675 veteran learners for the fall semester as of October 25, 2018. Learners are currently enrolled in 6,704 semester hours. The VA department has also entered 554 class certifications in the VAONE (Veterans On-Line Certification Entry system) for this same time period. The VAONE system tells the VA how many credit hours’ veteran learners are enrolled in and how much to pay the school and the veteran.

Professional Development

Ms. Rhonda Miller, Financial Aid Advisor, attended the Texas Association of Student Financial Aid Administrators (TASFAA) Conference in Galveston, Texas, October 3 – 5, 2018 bringing back valuable state and federal updates and information.

On October 9-11, 2018, Ms. Danya Bailey and Ms. Anjanette Mesecke attended the Achieving the Dream Holistic Student Support Redesign Conference in St. Louis, Missouri. Ms. Bailey attended sessions on Advising as Function of Teaching and Learning, Top Challenges and Opportunities with Student Success Technology, The Art and Science of
Holistic Advising, and Students Don’t Read Emails: Strategies for Analyzing your Student Communications.

Recruitment

Mr. Michael Pilgrim, Coordinator of Recruitment Programs reports recruiting had five individual tours in October. Recruiting also sent 247 emails to learners that submitted applications and 363 emails to learners that have submitted a FASFA but no application.

Belton High School held Senior Talks on October 10, 2018. Mr. Pilgrim was invited to speak at the event. All 800 Belton Seniors were split into 3 groups, and each group had a 50-minute session with a motivational speaker, military representatives, and Temple College. Many questions were generated during this exercise. In April, recruiting will receive Belton High Schools senior list and send letters to invite them to apply to Temple College.

Mr. Pilgrim traveled to San Antonio on October 24, 2018 for the San Antonio ISD recruiting fair. In fall 2018 we had some learners from this area attend Temple College.

The Recruiting Office is currently working with Ellucian CRM Recruit support to finalize the Temple College Recruiting Program. With the completion of this effort many of the tasks currently done by hand and using spreadsheets will now become an automated process. Communication with prospective learners should become much more consistent, and we are working to automate the application process as much as possible. Currently, we hope to have this project complete and ready to implement in the month of November. We should be able to use the full program for fall 2019 recruiting, and to a limited amount for the spring and summer 2019 semesters.

Retention

Mr. Adrian Sora, Director of Student Retention reports there are 110 learners that received an academic suspension waiver/returned from a previous suspension or entered Temple College on probation from another institution. Mr. Sora reports that the deadline for their second mandatory meeting is on Friday, November 9, 2018. The learners are required to meet with Mr. Sora or they will be dropped from all classes. This allows both Mr. Sora and the learner an opportunity to identify any problems that the learner may be having during the term. If a problem is identified early, changes can be made to help the learner successfully complete the term with a 2.0 Grade Point Average.

Mr. Sora reports that there have been 413 Retention Alert cases submitted to the Office of Student Retention. Currently 34 professors submitted at least one retention alert case. Mr. Sora reviews all cases and distributes them to the proper case manager. This is done to identify at-risk behavior in the classroom so we can intervene on the learners’ behalf and help improve their chance of success. Retention alert will remain in place until every faculty member has their own CRM Advise account.

There are currently 20 learners approved for Title IX Pregnancy Services for the fall 2018 semester.

Student Events

On October 10, 2018, Mr. Henry Morin, Coordinator, Student Enrollment Services was invited to speak to the Study Skills class STSK 0305-4502 taught by Ms. Jamie Reed on Wednesday nights. Mr. Morin spoke for 45 minutes about his job as a EWCHEC-Hutto Coordinator and what specific duties and services he provides learners that visit with him.

On October 13, 2018, Ms. Donna Jolley, Ms. Theresa Stifflemire, and Mr. Henry Morin, Coordinators, Student Enrollment Services attended the Free Application for Federal
Student Aid (FAFSA) Saturday event held at Hutto High School from 8:00 a.m. to 12:30 p.m. This event is to help encourage financial aid application completion with assistance from financial aid volunteers. Over 200 people attended the event with over 90 FAFSA’s confirmed as completed.

Mrs. Kelly Czapnik and Mrs. Sheila McMillan, Financial Aid Advisors, presented a FAFSA Workshop at Yoe High School in Cameron on Monday, October 15, 2018 from 5:30 – 8:30 p.m. where both learners and parents received assistance in submitting the 2019-2020 FAFSA.

On October 16, 2018, Ms. Theresa Stifflemire, Coordinator, Student Enrollment Services was invited to speak to the Study Skills class STSK 0305-4501 taught by Ms. Melissa Parker on Tuesdays and Thursdays. Ms. Stifflemire spoke for 45 minutes about her job as a EWCHEC–Hutto Coordinator and what specific duties and services she provides learners.

On October 25, 2019, Ms. Christine Simon, Associate Professor, Psychology and College Counselor gave a free seminar titled “Overcoming Test Anxiety” for faculty, staff, and learners to attend to better understand test anxiety.

Holland High School requested a FAFSA Workshop for seniors and parents to be held from 9:30 AM – 1:30 PM on Thursday, October 25, 2018. Mrs. Kelly Czapnik will present the program and assist parents and learners in acquiring Federal Student Aid (FSA) IDs and submitting the 2019-2020 FAFSA.

Three learners attended the In-Person Loan Counseling session this month at EWCHEC-Hutto.

Temple College’s Annual Fall Festival will be held October 27, 2018 from 2 p.m. until 5 p.m. at the ASU.

Student Success Coach

Ms. Anjanette Mesecke, Student Success Coach, contacts learners enrolled in our Adult Basic Education and Literacy program for Texas Success Initiatives. These learners are working toward gaining the foundational skills necessary to be successful in placement testing and continuing their college careers. Eighty email notices were sent to the learners at the beginning of the first eight weeks. Ms. Mesecke called the learners regarding the Adult Basic Education and Literacy math, reading, and writing classes. There were ninety-seven calls made during the first eight weeks which ended October 18, 2018. In an effort to help the learners succeed, success strategies were addressed with the learners such as attendance and making progress in the academic foundational areas needing improvement.

Ms. Anjanette Mesecke continues processing retention alert attendance and class performance issues that are reported by faculty in Retention Alert. Attendance and completing assignments are critical for success not only in a learner’s college career but also employment.

Ms. Madeline West began working as a Success Coach in late September. Ms. West also assisted the Financial Aid department in compiling data for the Education Department program review findings. Ms. West isolated learners that did not receive any passing grades for the fall 2016, spring 2017, summer 2017, fall 2017, spring 2018 and summer 2018 semesters. This report will assist the Financial Aid department and Temple College to comply with the Return of Title IV Policies per the Department of Education’s September 28, 2018 Program Review Report. Ms. West has also received additional training in the Advising Center to help assist with academic advising and registration during high-learner volume registration periods.
BUSINESS & CONTINUING EDUCATION (BCE)

No report.
AGENDA ITEM 7-C

Reports: Academic Affairs

Staff Recommendation: No Action Required

Dr. Susan Guzmán-Treviño prepared an Academic Affairs report that follows this cover page.
MEMORANDUM

Vice President of Academic Affairs

To: Dr. Glenda O. Barron
From: Dr. Susan Guzmán-Treviño
Subject: November 2018 Academic Affairs Report

ACADEMIC AFFAIRS PRESENTATION
Mr. Al Kent, Division Director of Facilities, Construction, and Planning, will present an overview of his residential and light commercial maintenance classes offered through our Business and Continuing Education Division.

ACADEMIC OUTREACH AND EXTENDED PROGRAMS
Texas Bioscience Institute (TBI)
We completed 98 percent of spring registration for TBI with a few holds pending clearance. There are currently 73 juniors and 89 seniors; however, these numbers may change following the posting of fall semester grades.

We hosted two excellent lecture sessions for students. Physics Professor, Dr. Evdokiya (Eva) Kostadinova from Baylor University presented an interesting session. Mr. Ryan Quinn and Mr. Colin Dodson of SiMMo3D Simulated Medical Models lectured on their projects.

We attended the UMHB Pre-Health Profession and Engineering Seminar on October 19. Our group of 29 students toured the campus and attended breakout sessions, which highlighted various tracts available to Temple College transfer students.

On November 3, a group of our TBI 2018 summer research learners was invited to attend and present their research at the Capital of Texas Undergraduate Research Conference at UT-Austin. They joined over 100 undergraduate researchers from across Texas for this event.

Dual Credit
Dr. Susan Guzmán-Treviño and Ms. Kristen Griffith co-presented at the National Alliance of Concurrent Enrollment Partnerships (NACEP) Conference in San Antonio; the conference was held November 5-6. Their presentation, entitled “One Small STEP Developed a Future of Successful STEM Education,” focused on how the Texas Bioscience Institute (TBI) Dual Credit Middle College Program leveraged National Science Foundation-Science Talent Enhancement Program grant funds and a partnership with Tarleton State University to develop a successful dual credit education model that helps students from area high schools.
eLearning Department
Fall 2018 Semester (2nd 8-Week Session)
We have approximately 57 course shells in the D2L learning environment. ELearning workshops were conducted on October 25 and 26.

Spring 2019 Semester
Initial release of D2L Spring semester course shells was delayed until October 31 to allow divisions time to rework their schedules. This delay will ensure that the initial release of shells is as accurate as possible. We estimate release for over 700 course shells.

Virtual College of Texas
Brian St. Amour has successfully completed Quality Matters (QM) Rubric Update, Sixth Edition, training courses to maintain his course quality coordinator certification. Quality Matters focuses on online course quality, standards, and measures. Brian will be developing a series of communications and training workshops for faculty during late fall and early spring.

Policy, Compliance, & Strategy
ELearning and the Education Services Council are addressing computer proficiency assessment for incoming students. This topic was introduced at a recent Student Success Committee meeting, and it was decided that it would be best to address as an action item through the Education Services Council. We will investigate how to address the issue of proficiency and preparedness through a variety of activities and services.

Contract renewals were processed for Texas Consortium Quality Matters, Respondus (Lockdown browser), SmarterServices (SmarterMeasure), Turnitin (Plagiarism Detection Service and Turnitin Markup for writing assignments), and D2L (Learning Management System).

Community
Christa Quigley attended the Digital Learning and Teaching Conference (Digicom) in Austin on October 25 and 26. The conference included a tour of Austin Community College’s Highland Campus (a national model for sustainable, adaptive, community-minded reuse), keynote speaker experts in digital learning, and sharing from faculty colleagues using digital learning in their disciplines.

Brian St. Amour was selected to be one of ten ambassadors for the Texas Distance Learning Association. The role of an ambassador is to promote membership for the organization through personal and business social media and other networking practices. In addition, Brian is part of the Marketing Committee and will be responsible for updating collateral materials including membership benefits, justification for attending annual conferences, and development of a personal selling script to be made available to current members and used for recruitment. Brian will be a track reviewer for presentation submissions for the upcoming spring conference.
EAST WILLIAMSON COUNTY HIGHER EDUCATION CENTERS

In addition to spring registration, the Enrollment Counselors at both Taylor and Hutto have been busy representing Temple College at Apply Texas and FAFSA workshops throughout our service area including Hutto, Taylor, Rockdale, and Thrall High Schools.

Hutto and Taylor ISD officials are meeting to coordinate and possibly expand our dual credit and CTE offerings with the school districts. EWCHEC-Hutto will be open on Saturday, November 10 for spring registration in conjunction with hosting a Hutto Chamber of Commerce “Selfless Saturday” event at the Center for non-profit organizations in Williamson County.

COMMUNITY INITIATIVES AND SPECIAL PROGRAMS

Assessment and SACSCOC Accreditation

Planning meetings, led by Dr. Mark Smith, continue to refine the topic of the Quality Enhancement Plan (QEP) as a major part of our SACSCOC 2021 Reaffirmation of Accreditation. These meetings are open to anyone interested in participating in the development process.

Temple College was selected by SACSCOC to include our most recent substantive change submission in the Resource Room at the 2018 SACSCOC Annual Meeting in December. The Resource Room allows other institutional representatives an opportunity to see examples of documentation that were viewed favorably by the Substantive Change Office. Temple College’s document represents a prospectus for two dual enrollment off-campus sites and was written to increase our course credit offerings beyond 49 percent of a program at Belton High School and Belton New Tech High School.
AGENDA ITEM 7-D

Temple College Foundation Director’s Report-November 2018

Staff Recommendation: No Action Required

Mrs. Jennifer Graham, Director, Institutional Advancement and Alumni Affairs/Executive Director, Temple College Foundation, will discuss the report at the meeting.
Events
The Low Brow High Tea was held on Sept 4 with over 250 guests.
The Golf Tournament was held on Sept. 17 with 18 teams.
The Kings and Queens of Cuisine was be held on Sept. 29 with 19 chefs and 273 guests.
8 guests will be joining the Cruise for the College from Oct. 12 – Nov. 11
The Foundation Holiday Party will be held at the home of Larry and Beverly Luedke on December 13, 2018 from 6-8 pm. Their address is 13662 Dandelion Trail Belton 76513

Scholarships
We are transitioning to Academic Works, a scholarship management software program and have begun implementation. It will be live by Dec. 1 – in time for the 2019-2020 scholarship cycle. The software allows us to collect applications, determine eligibility, notify award winners, collect thank you notes, photos, and academic updates and manage accounts. We will be able to give our donors a website where they can see their student, read their thank you note, and monitor their endowment account.

We are also transitioning to Raizers Edge, a Blackbaud donor management software program that provides wealth prospecting, fund management, and record keeping. This is a significant improvement and will allow us more secure options and greater functionality.

The most recent report from our investment company warned that we can expect this to be a year of very low returns. There is a good chance that we may not make the full 3% gains that we give out in scholarships this year. Fortunately, last year we were able to not only give 3%, but we also grew each account by 8%.

We are working with three different donors to secure $30,000 scholarships. All three donors have very specific scholarships they want to give, but do not want them endowed. These gifts will allow us to give substantially more money towards the scholarships and programs they are intended for (music enrichment, nursing, dual credit). We have received a $30,000 grant from the E. Rhodes and Leona B. Carpenter Foundation that is going towards operating.

Leopard Loans
Summary Report May 28, 2018 – August 26, 2018
Total Invested: - $209,600.99
Current Amount Loaned out: - $163,809
  Scholarship Payoff - 14
  Promissory Note Payoff - 8
  Paycheck Payoff - 13
Loans Declined – 13
Loans waiting to be processed - 58
Debt Written off since April 1, 2018 - $4,478
Total Bad Debt Written off since Inception - $45,791.99
Bad debt collected since April 1, 2018 - $2,348.73

**Partnerships**
We have purchased Raiser’s Edge NXT, a Blackbaud product that will allow us to keep a donor database that includes payment processing, wealth prospecting, annual data scrubbing. We have already begun the implementation program and expect to import all data by Dec. 1, 2018.

Dental Hygiene had a fundraising night at Raising Cane’s on Oct. 15, Respiratory Care had one on Nov. 11, and Criminal Justice had their event on Oct. 8.

**Building**
The EDA grant has an end date of April 26, 2019. We were not able to secure a release from the grant. We have notified KPA. They have been in the process of securing funding (granted), completing a Phase I and Phase II through the EPA because the title history noted that there had been a gas station and a laundromat on the premises in the past.

**2019 Finance Committee and Board Meeting Schedule**
- February 19, 2019: 3:00 Finance Committee Meeting
- February 19, 2019: 4:00 TCF Board Meeting
- April 23, 2019: 3:00 Finance Committee Meeting
- April 23, 2019: 4:00 TCF Board Meeting
- August 20, 2019: 3:00 Finance Committee Meeting
- August 20, 2019: 4:00 TCF Board Meeting
- November 19, 2019: 3:00 Finance Committee Meeting
- November 19, 2019: 4:00 TCF Board Meeting

**Temple College Foundation 2019 Event Calendar**
- February 13-15: TACCF Conference Austin
- February 14, 2019: Valentines Sales Harker Heights (7:00 am – 7:00 pm)
- February 16, 2019: Date Night Dash UCA Clubhouse (8:00 am – 10:00 am)
- May 18-June 6: Cruise for the College Alaska
- September 9, 2019: Kings of Cuisine Hilton Garden Inn (6:000 -8:00 pm)
- Dec. 2, 2019: TCF Holiday Party
- Dec. 4-18: Cruise for the College South America
AGENDA ITEM 7-E-1

Board Committees: Building Committee Report

Staff Recommendation: No Action Required

Mr. John Bailey, Chair of the Building Committee, will report that the Building Committee did not meet in the month of November 2018.
AGENDA ITEM 7-E-2

Board Committees: Finance Committee

Staff Recommendation: No Action Required

The Board Finance Committee did not meet in November 2018. Following this cover page is the monthly Financial Statements for September and October 2018 for your review.
## REVENUES

### Educational & General

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget 9/30/18</th>
<th>Actual 9/30/18</th>
<th>% Actual to Budget</th>
<th>Budget 9/30/17</th>
<th>Actual 9/30/17</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Appropriations</td>
<td>9,264,539</td>
<td>1,008,777</td>
<td>11%</td>
<td>9,035,567</td>
<td>848,941</td>
<td>9%</td>
</tr>
<tr>
<td>State Grants &amp; Contracts</td>
<td>537,938</td>
<td>39,217</td>
<td>7%</td>
<td>558,637</td>
<td>31,984</td>
<td>6%</td>
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<tr>
<td>Federal Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Grants</td>
<td>1,152,900</td>
<td>72,085</td>
<td>6%</td>
<td>934,416</td>
<td>115,859</td>
<td>12%</td>
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<tr>
<td>Title IV Grants</td>
<td>8,850,218</td>
<td>3,737,793</td>
<td>42%</td>
<td>8,784,740</td>
<td>3,957,718</td>
<td>45%</td>
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<tr>
<td>Local Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Grants, Gifts, &amp; Contracts</td>
<td>1,757,000</td>
<td>1,336</td>
<td>0%</td>
<td>1,620,523</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Tuition</td>
<td>13,430,000</td>
<td>5,770,901</td>
<td>43%</td>
<td>12,965,000</td>
<td>5,785,867</td>
<td>45%</td>
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<tr>
<td>Fees</td>
<td>4,211,736</td>
<td>1,667,904</td>
<td>40%</td>
<td>4,453,786</td>
<td>1,686,552</td>
<td>38%</td>
</tr>
<tr>
<td>Exemptions, Waivers, &amp; Discounts</td>
<td>(1,969,500)</td>
<td>(966,793)</td>
<td>49%</td>
<td>(1,563,000)</td>
<td>(928,009)</td>
<td>59%</td>
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<tr>
<td>Taxes</td>
<td>8,825,545</td>
<td>5,014</td>
<td>0%</td>
<td>9,482,974</td>
<td>6,914</td>
<td>0%</td>
</tr>
<tr>
<td>Other Local Funds</td>
<td>915,834</td>
<td>27,077</td>
<td>3%</td>
<td>765,751</td>
<td>20,091</td>
<td>3%</td>
</tr>
<tr>
<td><strong>Total Educational &amp; General</strong></td>
<td>46,976,210</td>
<td>11,363,311</td>
<td>24%</td>
<td>47,038,394</td>
<td>11,525,917</td>
<td>25%</td>
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</table>

### Transfers from OA to Other Funds

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget (1,491,000)</th>
<th>Actual 0</th>
<th>% Actual to Budget</th>
<th>Budget (1,491,000)</th>
<th>Actual 0</th>
<th>% Actual to Budget</th>
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<tbody>
<tr>
<td>Use Fees</td>
<td></td>
<td>0</td>
<td>0%</td>
<td></td>
<td>0</td>
<td>0%</td>
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<tr>
<td>Taxes</td>
<td>(2,151,348)</td>
<td>0</td>
<td>0%</td>
<td>(2,152,071)</td>
<td>0</td>
<td>0%</td>
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<tr>
<td>Parking, Energy Conservation, HVAC</td>
<td>(215,000)</td>
<td>0</td>
<td>0%</td>
<td>(443,200)</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Transfer - TIF Remittance</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>(878,028)</td>
<td>0</td>
<td>0%</td>
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<tr>
<td><strong>Total Transfers from OA to Other Funds</strong></td>
<td>(3,857,348)</td>
<td>0</td>
<td>0%</td>
<td>(4,964,299)</td>
<td>0</td>
<td>0%</td>
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</table>

### Auxiliary Enterprises

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget 7,600</th>
<th>Actual 0</th>
<th>% Actual to Budget</th>
<th>Budget 6,500</th>
<th>Actual 275</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Auxiliary Enterprises</strong></td>
<td>7,600</td>
<td>0</td>
<td>0%</td>
<td>6,500</td>
<td>275</td>
<td>4%</td>
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</table>

### TOTAL REVENUES

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget 43,126,462</th>
<th>Actual 11,363,311</th>
<th>% Actual to Budget</th>
<th>Budget 42,080,595</th>
<th>Actual 11,526,192</th>
<th>% Actual to Budget</th>
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</thead>
</table>

## EXPENDITURES

### Educational & General

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget 14,277,001</th>
<th>Actual 1,179,516</th>
<th>% Actual to Budget</th>
<th>Budget 14,291,189</th>
<th>Actual 1,160,044</th>
<th>% Actual to Budget</th>
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</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>1,275,838</td>
<td>70,985</td>
<td>6%</td>
<td>910,305</td>
<td>67,416</td>
<td>7%</td>
</tr>
<tr>
<td>Public Service</td>
<td>2,580,554</td>
<td>288,617</td>
<td>11%</td>
<td>2,799,434</td>
<td>295,718</td>
<td>11%</td>
</tr>
<tr>
<td>Academic Support</td>
<td>3,701,029</td>
<td>297,866</td>
<td>8%</td>
<td>3,334,527</td>
<td>313,183</td>
<td>9%</td>
</tr>
<tr>
<td>Student Services</td>
<td>6,844,134</td>
<td>633,628</td>
<td>9%</td>
<td>6,431,724</td>
<td>1,049,436</td>
<td>16%</td>
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<tr>
<td>Physical Plant</td>
<td>3,310,964</td>
<td>263,657</td>
<td>8%</td>
<td>3,293,166</td>
<td>190,453</td>
<td>6%</td>
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<tr>
<td><strong>Total Educational &amp; General</strong></td>
<td>31,989,520</td>
<td>2,734,269</td>
<td>9%</td>
<td>31,060,345</td>
<td>3,076,250</td>
<td>10%</td>
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### Student Aid

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget 9,517,220</th>
<th>Actual 4,046,089</th>
<th>% Actual to Budget</th>
<th>Budget 9,508,735</th>
<th>Actual 4,211,281</th>
<th>% Actual to Budget</th>
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</thead>
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<tr>
<td><strong>Total Student Aid</strong></td>
<td>9,517,220</td>
<td>4,046,089</td>
<td>43%</td>
<td>9,508,735</td>
<td>4,211,281</td>
<td>44%</td>
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### Auxiliary Enterprises

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<thead>
<tr>
<th>Source</th>
<th>Budget 1,279,722</th>
<th>Actual 274,556</th>
<th>% Actual to Budget</th>
<th>Budget 1,123,094</th>
<th>Actual 228,282</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Auxiliary Enterprises</strong></td>
<td>1,279,722</td>
<td>274,556</td>
<td>21%</td>
<td>1,123,094</td>
<td>228,282</td>
<td>20%</td>
</tr>
</tbody>
</table>

### Contingency for Unexpected Expenditures

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget 340,000</th>
<th>Actual 0</th>
<th>% Actual to Budget</th>
<th>Budget 388,421</th>
<th>Actual 0</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Contingency for Unexpected Expenditures</strong></td>
<td>340,000</td>
<td>0</td>
<td>0%</td>
<td>388,421</td>
<td>0</td>
<td>0%</td>
</tr>
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</table>

### TOTAL EXPENDITURES

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget 43,126,462</th>
<th>Actual 7,054,914</th>
<th>% Actual to Budget</th>
<th>Budget 42,080,595</th>
<th>Actual 7,515,813</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Total</strong></td>
<td>43,126,462</td>
<td>7,054,914</td>
<td>16%</td>
<td>42,080,595</td>
<td>7,515,813</td>
<td>18%</td>
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</table>

### NET DIFFERENCE

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget 0</th>
<th>Actual 4,308,397</th>
<th>% Actual to Budget</th>
<th>Budget 0</th>
<th>Actual 4,010,379</th>
<th>% Actual to Budget</th>
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</thead>
</table>
## Temple College

### Statement of Net Assets

As of 09/30/2018

<table>
<thead>
<tr>
<th>Fund</th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Loan</th>
<th>Plant</th>
<th>Agency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>580,378</td>
<td>60,437</td>
<td>9,322</td>
<td>72,904</td>
<td>614,609</td>
<td>1,337,650</td>
</tr>
<tr>
<td>Cash Equivalents</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Short Term Investments</td>
<td>9,008,504</td>
<td>2,033,948</td>
<td>0</td>
<td>9,725,355</td>
<td>0</td>
<td>20,767,807</td>
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<tr>
<td>Long Term Investments</td>
<td>4,546,889</td>
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<td>0</td>
<td>1,038,859</td>
<td>0</td>
<td>5,585,748</td>
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<tr>
<td>Accounts Receivable</td>
<td>1,781,176</td>
<td>281,229</td>
<td>14,084</td>
<td>39,688</td>
<td>0</td>
<td>2,116,177</td>
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<tr>
<td>Due to/from</td>
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<td>404,761-</td>
<td>0</td>
<td>1,571-</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Prepaid Expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Deferred Expenses</td>
<td>8,506</td>
<td>1,302</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>9,808</td>
</tr>
<tr>
<td>Capital Assets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>44,333,637</td>
<td>0</td>
<td>44,333,637</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>16,331,786</td>
<td>1,972,155</td>
<td>23,406</td>
<td>55,208,872</td>
<td>614,609</td>
<td>74,150,828</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Loan</th>
<th>Plant</th>
<th>Agency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred Outflows Resources-NP</td>
<td>1,311,115</td>
<td>101,481</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,412,596</td>
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<tr>
<td>Deferred Outflows Resources-OP</td>
<td>585,245</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>585,245</td>
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</table>

### Liabilities & Fund Balance

<table>
<thead>
<tr>
<th>Fund</th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Loan</th>
<th>Plant</th>
<th>Agency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred Revenue</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>1,974,191</td>
<td>32,888</td>
<td>0</td>
<td>2,776</td>
<td>0</td>
<td>2,009,855</td>
</tr>
<tr>
<td>Funds Held for Others</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>614,609</td>
<td>614,609</td>
</tr>
<tr>
<td>Accrued Compensable Absences</td>
<td>879,659</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>879,659</td>
</tr>
<tr>
<td>Capital Leases</td>
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<td>0</td>
<td>1,623,306</td>
<td>0</td>
<td>1,623,306</td>
</tr>
<tr>
<td>Notes &amp; Bonds Payable</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>26,040,000</td>
<td>0</td>
<td>26,040,000</td>
</tr>
<tr>
<td>Net Pension Liability</td>
<td>4,211,011</td>
<td>3,590</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4,214,601</td>
</tr>
<tr>
<td>Net OPEB Liability</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>21,092,529</td>
</tr>
<tr>
<td>Net Assets (Fund Balance)</td>
<td>16,237,878-</td>
<td>1,926,605</td>
<td>23,406</td>
<td>27,542,791</td>
<td>0</td>
<td>13,254,924</td>
</tr>
<tr>
<td>Total Liab. &amp; Fund Balance</td>
<td>11,919,512</td>
<td>1,963,083</td>
<td>23,406</td>
<td>55,208,873</td>
<td>614,609</td>
<td>69,729,483</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Loan</th>
<th>Plant</th>
<th>Agency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred Inflows Resources-NP</td>
<td>1,644,975</td>
<td>110,553</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,755,528</td>
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<tr>
<td>Deferred Inflows Resources-OPE</td>
<td>4,663,660</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4,663,660</td>
</tr>
</tbody>
</table>


### Summary Budget Report

For the period ended 09/30/2018

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Current Budget</th>
<th>Actual Year To Date</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Funds</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Appropriations</td>
<td>9,264,539</td>
<td>1,008,777</td>
<td>8,255,762</td>
</tr>
<tr>
<td>State Grants &amp; Contracts</td>
<td>537,938</td>
<td>39,217</td>
<td>498,721</td>
</tr>
<tr>
<td><strong>Federal Funds</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Grants</td>
<td>1,152,900</td>
<td>72,085</td>
<td>1,080,815</td>
</tr>
<tr>
<td>Title IV Grants</td>
<td>8,850,218</td>
<td>3,737,793</td>
<td>5,112,425</td>
</tr>
<tr>
<td><strong>Local Funds</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Grants,Gifts,Contr</td>
<td>1,757,000</td>
<td>1,336</td>
<td>1,755,664</td>
</tr>
<tr>
<td>Tuition</td>
<td>13,430,000</td>
<td>5,770,901</td>
<td>7,659,099</td>
</tr>
<tr>
<td>Fees</td>
<td>4,211,736</td>
<td>1,667,904</td>
<td>2,543,832</td>
</tr>
<tr>
<td>Exemptions, Waivers,Discounts</td>
<td>1,969,500</td>
<td>966,793</td>
<td>1,002,707</td>
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<tr>
<td>Taxes</td>
<td>8,825,545</td>
<td>5,014</td>
<td>8,820,531</td>
</tr>
<tr>
<td>Other</td>
<td>915,834</td>
<td>27,077</td>
<td>888,757</td>
</tr>
<tr>
<td><strong>Auxiliary Enterprises</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>7,600</td>
<td>0</td>
<td>7,600</td>
</tr>
<tr>
<td><strong>Transfer from OA to Other Funds</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Use Fees</td>
<td>1,491,000</td>
<td>0</td>
<td>1,491,000</td>
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<tr>
<td>Taxes</td>
<td>2,151,348</td>
<td>0</td>
<td>2,151,348</td>
</tr>
<tr>
<td>HVAC/Parking/Energy</td>
<td>215,000</td>
<td>0</td>
<td>215,000</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>43,126,462</td>
<td>11,363,311</td>
<td>31,763,151</td>
</tr>
</tbody>
</table>

| Expenditures:                 |                |                     |                  |
| Instruction                   | 14,277,001     | 1,179,516           | 13,097,485       |
| Public Service                | 1,275,838      | 70,985              | 1,204,853        |
| Academic Support              | 2,580,554      | 288,617             | 2,291,937        |
| Student Services              | 3,701,029      | 297,866             | 3,403,163        |
| Institutional Support         | 6,844,134      | 633,628             | 6,210,506        |
| Physical Plant                | 3,310,964      | 263,657             | 3,047,307        |
| Student Aid                   | 9,517,220      | 4,046,089           | 5,471,131        |
| Auxiliary Enterprises         | 1,279,722      | 274,556             | 1,005,166        |
| Contingency                   | 340,000        | 0                   | 340,000          |
| **Total Expenditures**        | 43,126,462     | 7,054,914           | 36,071,548       |

| Depr. Buildings/Equipment     | 0              | 0                   | 0                |
| Depr. Library Bk Current      | 0              | 0                   | 0                |
| Depr. Lib Bks Prior Yrs       | 0              | 0                   | 0                |
| **Total Depreciation Exp.**   | 0              | 0                   | 0                |
## Schedule B Schedule of Operating Expenses by Object

### For the period ended 09/30/2018

<table>
<thead>
<tr>
<th></th>
<th>Faculty Salaries</th>
<th>Staff Sal. &amp; Wages</th>
<th>State Funded Benefits</th>
<th>Non-State Benefits</th>
<th>Other Expenses</th>
<th>Total Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unrestricted Educational Activities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instruction</td>
<td>765,843</td>
<td>49,379</td>
<td>113,820</td>
<td>136,971</td>
<td>103,829</td>
<td>1,169,842</td>
</tr>
<tr>
<td>Public Service</td>
<td>0</td>
<td>20,220</td>
<td>0</td>
<td>6,695</td>
<td>5,452</td>
<td>32,367</td>
</tr>
<tr>
<td>Academic Support</td>
<td>8,128</td>
<td>97,808</td>
<td>15,615</td>
<td>29,891</td>
<td>9,749</td>
<td>237,226</td>
</tr>
<tr>
<td>Student Services</td>
<td>0</td>
<td>166,618</td>
<td>10,268</td>
<td>50,591</td>
<td>146,737</td>
<td>298,179</td>
</tr>
<tr>
<td>Institutional Support</td>
<td>0</td>
<td>264,473</td>
<td>33,881</td>
<td>50,950</td>
<td>273,911</td>
<td>633,772</td>
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<tr>
<td>Operation &amp; Maint. of Plan</td>
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<td>41,015</td>
<td>0</td>
<td>22,099</td>
<td>200,542</td>
<td>263,656</td>
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<td>Major Repairs and Rehab</td>
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<td>0</td>
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<td>0</td>
<td>0</td>
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</tr>
<tr>
<td><strong>Total Unrestricted Education A</strong></td>
<td>773,971</td>
<td>639,513</td>
<td>173,584</td>
<td>307,754</td>
<td>740,220</td>
<td>2,635,042</td>
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<tr>
<td><strong>Restricted Educational Activities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instruction</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Public Service</td>
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<td>32,709</td>
<td>0</td>
<td>1,360</td>
<td>38,618</td>
<td>38,618</td>
</tr>
<tr>
<td>Academic Support</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Student Services</td>
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<td>18,264</td>
<td>0</td>
<td>1,005</td>
<td>41,371</td>
<td>60,640</td>
</tr>
<tr>
<td>Institutional Support</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Operation &amp; Maint.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Scholarships &amp; Fellowship</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>4,039,339</td>
<td>4,039,339</td>
</tr>
<tr>
<td><strong>Total Restricted Educational A</strong></td>
<td>0</td>
<td>50,973</td>
<td>0</td>
<td>5,554</td>
<td>4,082,070</td>
<td>4,138,597</td>
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<tr>
<td><strong>TOTAL OPERATING BUDGET EXPENSE</strong></td>
<td>773,971</td>
<td>690,486</td>
<td>173,584</td>
<td>313,308</td>
<td>4,822,290</td>
<td>6,773,639</td>
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<tr>
<td><strong>Auxiliary Enterprises</strong></td>
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<td>35,915</td>
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<td>10,786</td>
<td>234,606</td>
<td>281,307</td>
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<tr>
<td><strong>Current Depr. Exp. Bldgs.</strong></td>
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<td>0</td>
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<tr>
<td><strong>Current Depr. Library Bks.</strong></td>
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<td>0</td>
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<td>0</td>
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<td><strong>GRAND TOTAL</strong></td>
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<td>726,401</td>
<td>173,584</td>
<td>324,094</td>
<td>5,056,896</td>
<td>7,054,946</td>
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## REVENUES

### Educational & General

<table>
<thead>
<tr>
<th></th>
<th>Budget 10/31/18</th>
<th>Actual 10/31/18</th>
<th>% Actual to Budget</th>
<th>Budget 10/31/17</th>
<th>Actual 10/31/17</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Appropriations</td>
<td>9,264,539</td>
<td>2,047,167</td>
<td>22%</td>
<td>9,035,567</td>
<td>1,778,977</td>
<td>20%</td>
</tr>
<tr>
<td>State Grants &amp; Contracts</td>
<td>537,938</td>
<td>53,074</td>
<td>10%</td>
<td>564,254</td>
<td>34,970</td>
<td>6%</td>
</tr>
<tr>
<td>Federal Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Grants</td>
<td>1,152,900</td>
<td>131,224</td>
<td>11%</td>
<td>1,101,594</td>
<td>206,287</td>
<td>19%</td>
</tr>
<tr>
<td>Title IV Grants</td>
<td>8,850,218</td>
<td>3,786,225</td>
<td>43%</td>
<td>8,784,740</td>
<td>3,983,408</td>
<td>45%</td>
</tr>
<tr>
<td>Local Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Grants, Gifts, &amp; Contracts</td>
<td>1,757,000</td>
<td>11,076</td>
<td>1%</td>
<td>1,620,523</td>
<td>39,449</td>
<td>2%</td>
</tr>
<tr>
<td>Tuition</td>
<td>13,430,000</td>
<td>8,118,695</td>
<td>60%</td>
<td>12,965,000</td>
<td>8,050,236</td>
<td>62%</td>
</tr>
<tr>
<td>Fees</td>
<td>4,211,736</td>
<td>2,284,068</td>
<td>54%</td>
<td>4,455,036</td>
<td>2,290,437</td>
<td>51%</td>
</tr>
<tr>
<td>Exemptions, Waivers, &amp; Discounts</td>
<td>(1,969,500)</td>
<td>(1,572,618)</td>
<td>80%</td>
<td>(1,563,000)</td>
<td>(1,440,025)</td>
<td>92%</td>
</tr>
<tr>
<td>Taxes</td>
<td>8,825,545</td>
<td>1,101,193</td>
<td>12%</td>
<td>9,482,974</td>
<td>1,813,473</td>
<td>19%</td>
</tr>
<tr>
<td>Other Local Funds</td>
<td>915,834</td>
<td>313,608</td>
<td>34%</td>
<td>765,751</td>
<td>53,359</td>
<td>7%</td>
</tr>
<tr>
<td><strong>Total Educational &amp; General</strong></td>
<td>46,976,210</td>
<td>16,273,712</td>
<td>35%</td>
<td>47,212,439</td>
<td>16,810,571</td>
<td>36%</td>
</tr>
</tbody>
</table>

### Transfers from OA to Other Funds

<table>
<thead>
<tr>
<th></th>
<th>Budget 10/31/18</th>
<th>Actual 10/31/18</th>
<th>% Actual to Budget</th>
<th>Budget 10/31/17</th>
<th>Actual 10/31/17</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use Fees</td>
<td>(1,491,000)</td>
<td>0</td>
<td>0%</td>
<td>(1,491,000)</td>
<td>(593,939)</td>
<td>40%</td>
</tr>
<tr>
<td>Taxes</td>
<td>(2,151,348)</td>
<td>(3,163)</td>
<td>0%</td>
<td>(2,152,071)</td>
<td>(3,316)</td>
<td>0%</td>
</tr>
<tr>
<td>Parking, Energy Conservation, HVAC</td>
<td>(215,000)</td>
<td>(215,000)</td>
<td>100%</td>
<td>(443,200)</td>
<td>(443,200)</td>
<td>100%</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Transfer - TIF Remittance</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>(878,028)</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Total Transfers from OA to Other Funds</strong></td>
<td>(3,857,348)</td>
<td>(218,163)</td>
<td>6%</td>
<td>(4,964,299)</td>
<td>(1,040,455)</td>
<td>21%</td>
</tr>
</tbody>
</table>

### Auxiliary Enterprises

<table>
<thead>
<tr>
<th></th>
<th>Budget 10/31/18</th>
<th>Actual 10/31/18</th>
<th>% Actual to Budget</th>
<th>Budget 10/31/17</th>
<th>Actual 10/31/17</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7,600</td>
<td>571</td>
<td>8%</td>
<td>6,500</td>
<td>566</td>
<td>9%</td>
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</table>

**TOTAL REVENUES**

<table>
<thead>
<tr>
<th></th>
<th>Budget 10/31/18</th>
<th>Actual 10/31/18</th>
<th>% Actual to Budget</th>
<th>Budget 10/31/17</th>
<th>Actual 10/31/17</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>43,126,462</td>
<td>16,056,120</td>
<td>37%</td>
<td>42,254,640</td>
<td>15,770,682</td>
<td>37%</td>
</tr>
</tbody>
</table>

## EXPENDITURES

### Educational & General

<table>
<thead>
<tr>
<th></th>
<th>Budget 10/31/18</th>
<th>Actual 10/31/18</th>
<th>% Actual to Budget</th>
<th>Budget 10/31/17</th>
<th>Actual 10/31/17</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>14,277,001</td>
<td>2,372,090</td>
<td>17%</td>
<td>14,294,502</td>
<td>2,314,994</td>
<td>16%</td>
</tr>
<tr>
<td>Public Service</td>
<td>1,275,838</td>
<td>136,596</td>
<td>11%</td>
<td>1,081,037</td>
<td>152,747</td>
<td>14%</td>
</tr>
<tr>
<td>Academic Support</td>
<td>2,580,554</td>
<td>451,639</td>
<td>18%</td>
<td>2,748,717</td>
<td>499,147</td>
<td>18%</td>
</tr>
<tr>
<td>Student Services</td>
<td>3,701,029</td>
<td>628,067</td>
<td>17%</td>
<td>3,334,527</td>
<td>634,896</td>
<td>19%</td>
</tr>
<tr>
<td>Institutional Support</td>
<td>6,844,134</td>
<td>1,229,250</td>
<td>18%</td>
<td>6,431,724</td>
<td>1,558,980</td>
<td>24%</td>
</tr>
<tr>
<td>Physical Plant</td>
<td>3,337,139</td>
<td>376,875</td>
<td>11%</td>
<td>3,293,166</td>
<td>439,518</td>
<td>13%</td>
</tr>
<tr>
<td><strong>Total Educational &amp; General</strong></td>
<td>32,015,695</td>
<td>5,194,517</td>
<td>16%</td>
<td>31,183,673</td>
<td>5,600,282</td>
<td>18%</td>
</tr>
</tbody>
</table>

### Student Aid

<table>
<thead>
<tr>
<th></th>
<th>Budget 10/31/18</th>
<th>Actual 10/31/18</th>
<th>% Actual to Budget</th>
<th>Budget 10/31/17</th>
<th>Actual 10/31/17</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9,517,220</td>
<td>4,093,835</td>
<td>43%</td>
<td>9,510,285</td>
<td>4,328,555</td>
<td>46%</td>
</tr>
</tbody>
</table>

### Auxiliary Enterprises

<table>
<thead>
<tr>
<th></th>
<th>Budget 10/31/18</th>
<th>Actual 10/31/18</th>
<th>% Actual to Budget</th>
<th>Budget 10/31/17</th>
<th>Actual 10/31/17</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,279,722</td>
<td>476,777</td>
<td>37%</td>
<td>1,123,094</td>
<td>306,429</td>
<td>27%</td>
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</tbody>
</table>

### Contingency for Unexpected Expenditures

<table>
<thead>
<tr>
<th></th>
<th>Budget 10/31/18</th>
<th>Actual 10/31/18</th>
<th>% Actual to Budget</th>
<th>Budget 10/31/17</th>
<th>Actual 10/31/17</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>313,825</td>
<td>0</td>
<td>0%</td>
<td>437,588</td>
<td>0</td>
<td>0%</td>
</tr>
</tbody>
</table>

**TOTAL EXPENDITURES**

<table>
<thead>
<tr>
<th></th>
<th>Budget 10/31/18</th>
<th>Actual 10/31/18</th>
<th>% Actual to Budget</th>
<th>Budget 10/31/17</th>
<th>Actual 10/31/17</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>43,126,462</td>
<td>9,765,129</td>
<td>23%</td>
<td>42,254,640</td>
<td>10,235,266</td>
<td>24%</td>
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</tbody>
</table>

**NET DIFFERENCE**

<table>
<thead>
<tr>
<th></th>
<th>Budget 10/31/18</th>
<th>Actual 10/31/18</th>
<th>% Actual to Budget</th>
<th>Budget 10/31/17</th>
<th>Actual 10/31/17</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>6,290,991</td>
<td></td>
<td>0</td>
<td>5,535,416</td>
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<tr>
<td>Assets</td>
<td>Unrestricted Fund</td>
<td>Restricted Fund</td>
<td>Loan Fund</td>
<td>Plant Fund</td>
<td>Agency Fund</td>
<td>Total</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-------------------</td>
<td>-----------------</td>
<td>-----------</td>
<td>------------</td>
<td>-------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Cash</td>
<td>1,069,712</td>
<td>91,140</td>
<td>12,368</td>
<td>19,781</td>
<td>653,063</td>
<td>1,846,064</td>
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<tr>
<td>Cash Equivalents</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Short Term Investments</td>
<td>8,260,400</td>
<td>2,037,998</td>
<td>0</td>
<td>10,018,619</td>
<td>0</td>
<td>20,317,017</td>
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<tr>
<td>Long Term Investments</td>
<td>4,494,207</td>
<td>0</td>
<td>0</td>
<td>1,000,000</td>
<td>0</td>
<td>5,494,207</td>
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<tr>
<td>Accounts Receivable</td>
<td>3,626,460</td>
<td>120,088</td>
<td>11,038</td>
<td>39,688</td>
<td>0</td>
<td>3,797,274</td>
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<td>Due to/from</td>
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<td>270,738</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepaid Expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Deferred Expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Capital Assets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>44,333,637</td>
<td>0</td>
<td>44,333,637</td>
</tr>
<tr>
<td>Total Assets</td>
<td>17,721,517</td>
<td>1,978,488</td>
<td>23,406</td>
<td>55,411,725</td>
<td>653,063</td>
<td>75,788,199</td>
</tr>
<tr>
<td>Deferred Outflows Resources-NP</td>
<td>1,311,115</td>
<td>101,481</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,412,596</td>
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<tr>
<td>Deferred Outflows Resources-OP</td>
<td>585,245</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>585,245</td>
</tr>
<tr>
<td>Liabilities &amp; Fund Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Revenue</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>1,367,810</td>
<td>36,419</td>
<td>0</td>
<td>13,950</td>
<td>0</td>
<td>1,418,179</td>
</tr>
<tr>
<td>Funds Held for Others</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>653,063</td>
<td>653,063</td>
</tr>
<tr>
<td>Accrued Compensable Absences</td>
<td>879,659</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>879,659</td>
</tr>
<tr>
<td>Capital Leases</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,623,306</td>
<td>0</td>
<td>1,623,306</td>
</tr>
<tr>
<td>Notes &amp; Bonds Payable</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>26,040,000</td>
<td>0</td>
<td>26,040,000</td>
</tr>
<tr>
<td>Net Pension Liability</td>
<td>4,211,011</td>
<td>3,590</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4,214,601</td>
</tr>
<tr>
<td>Net OPEB Liability</td>
<td>21,092,529</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>21,092,529</td>
<td></td>
</tr>
<tr>
<td>Net Assets (Fund Balance)</td>
<td>14,241,766</td>
<td>1,929,408</td>
<td>23,406</td>
<td>27,734,469</td>
<td>0</td>
<td>55,411,725</td>
</tr>
<tr>
<td>Total Liab. &amp; Fund Balance</td>
<td>13,309,243</td>
<td>1,969,417</td>
<td>23,406</td>
<td>55,411,725</td>
<td>653,063</td>
<td>71,366,854</td>
</tr>
<tr>
<td>Deferred Inflows Resources-NP</td>
<td>1,644,975</td>
<td>110,553</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,755,528</td>
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<tr>
<td>Deferred Inflows Resources-OPE</td>
<td>4,663,660</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4,663,660</td>
</tr>
</tbody>
</table>
# Summary Budget Report

For the period ended 10/31/2018

<table>
<thead>
<tr>
<th></th>
<th>Current Budget</th>
<th>Actual Year To Date</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>State Funds:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Appropriations</td>
<td>9,264,539</td>
<td>2,047,167</td>
<td>7,217,372</td>
</tr>
<tr>
<td>State Grants &amp; Contracts</td>
<td>537,938</td>
<td>69,427</td>
<td>468,511</td>
</tr>
<tr>
<td><strong>Federal Funds:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Grants</td>
<td>1,152,900</td>
<td>131,224</td>
<td>1,021,676</td>
</tr>
<tr>
<td>Title IV Grants</td>
<td>8,850,218</td>
<td>3,786,225</td>
<td>5,063,993</td>
</tr>
<tr>
<td><strong>Local Funds:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Grants,Gifts,Contr</td>
<td>1,757,000</td>
<td>11,076</td>
<td>1,745,924</td>
</tr>
<tr>
<td>Tuition</td>
<td>13,430,000</td>
<td>8,118,695</td>
<td>5,311,305</td>
</tr>
<tr>
<td>Fees</td>
<td>4,211,736</td>
<td>1,927,668</td>
<td></td>
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<tr>
<td>Exemptions, Waivers,Discount</td>
<td>1,969,500-</td>
<td>1,572,618-</td>
<td>396,882-</td>
</tr>
<tr>
<td><strong>Taxes:</strong></td>
<td>8,825,545</td>
<td>1,010,193</td>
<td>7,724,352</td>
</tr>
<tr>
<td>Other</td>
<td>915,834</td>
<td>602,226</td>
<td></td>
</tr>
<tr>
<td><strong>Auxiliary Enterprises:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>7,600</td>
<td>476,777</td>
<td>313,825</td>
</tr>
<tr>
<td><strong>Transfer from OA to Other Funds:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use Fees</td>
<td>1,491,000-</td>
<td>1,491,000-</td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td>2,151,348-</td>
<td>2,148,185-</td>
<td></td>
</tr>
<tr>
<td>HVAC/Parking/Energy</td>
<td>215,000-</td>
<td>214,865-</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Revenues:</strong></td>
<td>43,126,462</td>
<td>16,072,473</td>
<td>27,053,989</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Current Budget</th>
<th>Actual Year To Date</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Instruction:</strong></td>
<td>14,277,001</td>
<td>2,372,090</td>
<td>11,904,911</td>
</tr>
<tr>
<td><strong>Public Service:</strong></td>
<td>1,275,838</td>
<td>136,596</td>
<td>1,139,242</td>
</tr>
<tr>
<td>Academic Support</td>
<td>2,580,554</td>
<td>451,639</td>
<td>2,128,915</td>
</tr>
<tr>
<td><strong>Student Services:</strong></td>
<td>3,701,029</td>
<td>628,067</td>
<td>3,072,962</td>
</tr>
<tr>
<td><strong>Institutional Support:</strong></td>
<td>6,844,134</td>
<td>1,229,250</td>
<td>5,614,884</td>
</tr>
<tr>
<td><strong>Physical Plant:</strong></td>
<td>3,337,139</td>
<td>376,875</td>
<td>2,960,264</td>
</tr>
<tr>
<td><strong>Student Aid:</strong></td>
<td>9,517,220</td>
<td>4,093,835</td>
<td>5,423,385</td>
</tr>
<tr>
<td><strong>Auxiliary Enterprises:</strong></td>
<td>1,279,722</td>
<td>476,777</td>
<td>802,945</td>
</tr>
<tr>
<td>Contingency</td>
<td>313,825</td>
<td>313,825</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures:</strong></td>
<td>43,126,462</td>
<td>9,765,129</td>
<td>33,361,333</td>
</tr>
</tbody>
</table>

|                      |                |                     |                  |
| **Depr.Buildings/Equipment:** | 0            | 0                   | 0                |
| **Depr.Library Bk Current:** | 0            | 0                   | 0                |
| **Depr.Lib Bks Prior Yrs:** | 0            | 0                   | 0                |
| **Total Depreciation Exp.:** | 0            | 0                   | 0                |
## Temple College

**Schedule B Schedule of Operating Expenses by Object**

*For the period ended 10/31/2018*

<table>
<thead>
<tr>
<th></th>
<th>Faculty Salaries</th>
<th>Staff Sal. &amp; Wages</th>
<th>State Funded Benefits</th>
<th>Non-State Benefits</th>
<th>Other Expenses</th>
<th>Total Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unrestricted Educational Activities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instruction</td>
<td>1,555,007</td>
<td>104,592</td>
<td>227,585</td>
<td>279,684</td>
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<tr>
<td><strong>Total Unrestricted Education Activities</strong></td>
<td>1,572,527</td>
<td>1,276,962</td>
<td>348,507</td>
<td>621,844</td>
<td>1,178,389</td>
<td>4,998,229</td>
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<td><strong>Transfers</strong></td>
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<td><strong>Restricted Educational Activities</strong></td>
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<td>Instruction</td>
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<td>Operation &amp; Maint.</td>
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<td>0</td>
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<td>Scholarships &amp; Fellowship</td>
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<td>11,438</td>
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<td>1,276,962</td>
<td>348,507</td>
<td>621,844</td>
<td>1,178,389</td>
<td>4,998,229</td>
</tr>
<tr>
<td><strong>Total Restricted Education A</strong></td>
<td>0</td>
<td>115,028</td>
<td>0</td>
<td>11,438</td>
<td>4,156,969</td>
<td>4,283,435</td>
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<tr>
<td><strong>Total Operating Budget Expense</strong></td>
<td>1,572,527</td>
<td>1,391,990</td>
<td>348,507</td>
<td>633,282</td>
<td>5,335,358</td>
<td>9,281,664</td>
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<td><strong>TOTAL OPERATING BUDGET EXPENSE</strong></td>
<td>1,572,527</td>
<td>1,391,990</td>
<td>348,507</td>
<td>633,282</td>
<td>5,335,358</td>
<td>9,281,664</td>
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<td><strong>Auxiliary Enterprises</strong></td>
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<td><strong>Current Depr. Library Bks.</strong></td>
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<td><strong>GRAND TOTAL</strong></td>
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<td>1,465,883</td>
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<td>Cash and Cash Equivalents</td>
<td>Interest Rate</td>
<td>Book/Market Value 9/30/2018</td>
<td>Receipts</td>
<td>Interest Earnings</td>
<td>Distributions</td>
<td>Book/Market Value 10/31/2018</td>
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<td>BBVA Compass - Federal Funds Account</td>
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<td>$1,060,035</td>
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<td>$1,471,709</td>
<td>$500</td>
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<td>BBVA Compass - Plant Account</td>
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<td>$0</td>
<td>$0</td>
<td>$12</td>
<td>$3,716</td>
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<td><strong>Subtotal Cash and Cash Equivalents</strong></td>
<td></td>
<td><strong>$1,347,815</strong></td>
<td><strong>$11,124,892</strong></td>
<td><strong>$10</strong></td>
<td><strong>$10,068,298</strong></td>
<td><strong>$2,404,419</strong></td>
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</tbody>
</table>

**Cash in Investment Pools**

| TexasClass (MBIA) - Bond Reserves         | 2.24%         | $2,618,822                     | $1,572    | $5,341            | $31,664       | $2,594,071                   |
| TexasClass (MBIA) - Building Improvement Funds | 2.24%     | $7,105,500                     | $305,092  | $14,492           | $0            | $7,425,084                   |
| TexasClass (MBIA) - Operating Account     | 2.24%         | $8,997,306                     | $301,571  | $17,133           | $1,616,571    | $7,699,439                   |
| TexasClass (MBIA) - Board of Trustees Fund | 2.24%     | $2,033,948                     | $0        | $4,050            | $0            | $2,037,998                   |
| Texpool - Building Improvement Funds       | 1.89%         | $1,033                         | $0        | $2                | $0            | $1,035                       |
| Texpool - Operating Account               | 1.89%         | $1,033                         | $0        | $2                | $0            | $1,035                       |
| **Subtotal Cash in Investment Pools**      |               | **$20,757,642**                | **$608,235** | **$41,020** | **$1,648,235** | **$19,758,662** |

**Cash Invested in Certificates of Deposit**

| BBVA Compass Bank - 24 mo. CD (04/11/2020) | 2.40%         | $1,000,000                     | $0        | $0                | $0            | $1,000,000                   |
| BBVA Compass Bank - 24 mo. CD (10/19/2020) | 2.90%         | $0                             | $1,000,000 | $0                | $0            | $1,000,000                   |
| Central National Bank - 24 mo. CD (10/17/2018) | 1.21%     | $1,046,682                     | $0        | $3,228            | $1,049,910    | $0                           |
| Central National Bank - 24 mo. CD (10/17/2018) | 1.21%     | $1,038,859                     | $0        | $3,204            | $1,042,063    | $0                           |
| First United Bank - 24 mo. CD (10/11/19)   | 1.54%         | $1,500,000                     | $0        | $0                | $0            | $1,500,000                   |
| MBS                                        | 3.00%         | $0                             | $994,000  | $0                | $0            | $994,000                     |
| Raymond James                              | 0.50%         | $1,000,207                     | $0        | $0                | $0            | $1,000,207                   |

BOT Investment Report QTR1 2019.xlsx 11/7/2018
Subtotal Cash Invested in Certificates of Deposit $5,585,748  $1,994,000  $6,432  $2,091,973  $5,494,207

Investments in Long-Term Securities

(none)

Subtotal Operating Funds Invested in Securities $0  $0  $0  $0  $0

Total Cash, Cash Equivalents and Investments $27,691,205  $13,727,127  $47,462  $13,808,506  $27,657,288

This schedule is in compliance with the Public Funds Investment Act and the Investment Policy of Temple College.

Signed:

[Signature]
VP Administrative Services/CFO

[Signature]
AVP Finance

[Signature]
Director of Accounting
AGENDA ITEM 7-E-3

Board Committees: Strategic Planning Committee

Staff Recommendation: No Action Required

The Board Strategic Planning Committee did not meet in the month of November 2018.
AGENDA ITEM 7-F

President’s Report

Staff Recommendation: No Action Required

Dr. Barron will present a report on the upcoming events and other items.

1. Association of Community College Trustees Annual Conference, October 24-27, 2018
2. Softball Celebration Follow-Up
3. Personal Privilege-Thank You’s
AGENDA ITEM 8-A

Consideration of Approval of Faculty Title Changes

Staff Recommendation: Approval

The Board is asked to approve the following faculty members' title changes. The faculty have met the criteria for title changes.

**FACULTY TITLE CHANGES**

<table>
<thead>
<tr>
<th>NAME</th>
<th>DEPARTMENT</th>
<th>REQUESTED TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Terri Johnson</td>
<td>Music Department Chair and Faculty</td>
<td>Professor</td>
</tr>
<tr>
<td>Ms. Diedra R. Blankenship</td>
<td>Emergency Medical Services Faculty</td>
<td>Professor</td>
</tr>
<tr>
<td>Dr. Gregory Roof</td>
<td>Government Faculty</td>
<td>Professor</td>
</tr>
<tr>
<td>Mr. Jeff Troy</td>
<td>Biology Faculty</td>
<td>Associate Professor</td>
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<tr>
<td>Mrs. Brice Olivier</td>
<td>History Faculty</td>
<td>Associate Professor</td>
</tr>
<tr>
<td>Mr. John Simpson</td>
<td>Mathematics Faculty</td>
<td>Associate Professor</td>
</tr>
<tr>
<td>Ms. Patti Simpson</td>
<td>Mathematics Faculty</td>
<td>Associate Professor</td>
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</table>
AGENDA ITEMS 8-B

Consideration of the Approval of a Child Development, Foundational, Level 1 Certificate

Staff Recommendation: Approval

The Board is asked to approve the offering of a Child Development, Foundational, Level 1 Certificate. The college Curriculum Committee voted electronically to approve this new certificate.
MEMORANDUM

Vice President of Academic Affairs

To: Dr. Glenda O. Barron

From: Dr. Susan Guzmán-Treviño

Date: November 19, 2018

Re: Approval of New Child Development, Foundational, Level 1 Certificate

We are requesting the Board of Trustees approve offering the Child Development, Foundational Level 1 Certificate.

This new 15-hour certificate was created at the request of our program advisory boards; the certificate supports child care programs as well as the National Accreditation and Head Start education mandates. This past March, the college Curriculum Committee voted electronically to approve adding this new certificate.

Child Development, Foundational Level 1 Certificate

First Semester
TECA 1354—Child Growth and Development 3 credit hours.*
CDEC 1319—Child Guidance 3 credit hours.
CDEC 1321—The Infant and Toddler 3 credit hours.
Choose one from the Child Development Electives. 3 credit hours.**
TECA 1303—Families, School, and Community 3 credit hours. *or
CDEC 1359—Children with Special Needs 3 credit hours.

Total Hours: 15

Suggested Child Development Electives:
CDEC 1356—Emergent Literacy for Early Childhood 3 credit hours* or
CDEC 1358—Creative Arts for Early Childhood 3 credit hours* or
CDEC 1313—Curriculum Resources for the Early Childhood Programs 3 credit hours* or
CDEC 2307—Math and Science for Early Childhood 3 credit hours.

*Equivalent CDEC course may be substituted.
**Please see Child Development/Education Department Chair for advising.

We appreciate your consideration of this request.
AGENDA ITEM 9-A

Consideration of Approval of a 30-Year Lease Agreement with Clearwire for Educational Broadband Service License #WLX581, Currently Owned by Temple College

Staff Recommendation: Approval

The Board is asked to approve a 30-Year Lease Agreement between Temple College and Clearwire for access rights to TC’s Educational Broadband Service (#WLX581).
To: Board of Trustees and Dr. Barron

From: Van Miller

Date: November 12, 2018

Re: Sprint (d/b/a “Clearwire”) Lease Agreement

Consideration of approval of a 30-year lease agreement with Clearwire for educational broadband service license #WLX581, currently owned by Temple College

Over the past three years, Temple College has negotiated with several different companies for rights to utilize an Educational Broadband Service license issued to TC many years ago by the FCC. Previously efforts to enter a long-term agreement failed to materialize.

The most recent efforts involved a possible partnership with Temple Independent School District to provide WiFi services to students of the local school district. Despite numerous attempts to produce the resources necessary to make such a partnership viable, we were unable to achieve a workable solution.

A couple of months ago, a new proposal surfaced from Clearwire, a subsidiary of Sprint. This relationship with Sprint makes Clearwire the strongest financial entity we have dealt with over the past three years. Sam Fulcher has represented TC during the lease negotiations and will be present at the board meeting to answer any questions board members may have.

A quick summary of the financial details:

- Clearwire will provide a downpayment of $78,000 at commencement of the lease;
- From this downpayment, TC will pay a brokerage fee of $30,078 to SelectSpectrum;
- Clearwire will pay an annual payment of $36,000, with a 2% escalation each year of the 30-year lease agreement;
- Total payments equal $1,538,451 over the 30 years of the lease (NPV of $501,451).
The Administration asks the Board to approve the 30-year transfer lease agreement between Temple College and Clearwire for access rights to TC’s Educational Broadband Service (#WLX581).
EDUCATIONAL BROADBAND SERVICE LONG-TERM DE FACTO TRANSFER LEASE AGREEMENT

THIS Educational Broadband Service ("EBS") Long-Term De Facto Lease Agreement (the "Agreement") is entered into as of _______________, 2018 (the "Effective Date"), by and between Temple College, a _______________ (the "Licensee"), and Clearwire Spectrum Holdings III LLC, a Nevada limited liability company ("Clearwire"), (each sometimes referred to as "Party" and collectively as "Parties").

WHEREAS the Federal Communications Commission ("FCC") has authorized EBS channels A1, A2, A3 and A4 (collectively, together with any associated, guardband or J or K channels that may be granted, the "Channels") under call sign WLX581 (the "License") to Licensee to transmit in the Killeen, Texas area (the "Market") depicted on Exhibit A; and

WHEREAS the Parties have agreed to enter into this Agreement for Licensee to lease to Clearwire the capacity on the Channels which, pursuant to the rules, regulations and policies of the FCC (the "FCC Rules"), can be made available for commercial use, in accordance with the terms and conditions below, and subject to FCC approval; and Clearwire desires to use such capacity, together with other spectrum Clearwire may lease or be licensed to use in the Market to provide wireless services (all such spectrum and facilities used in any and all Markets in connection with the provision of wireless services being the "Wireless System"; and all services being offered over the Wireless System being the "Wireless Services");

THEN, in consideration of the promises and covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. LEASE TERM AND RENEWAL

(a) Initial Term and Extension. Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 10, the initial term will begin on the date of issuance by the FCC of a public notice announcing the grant of the FCC Long Term Lease Application (as hereinafter defined) filed by the Parties with respect to this Agreement pursuant to Section 2 of this Agreement (the "Commencement Date"), and will end on the date that the then-current License expires (the "Initial Term").

(b) Renewal. Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 10, this Agreement will renew for successive terms on the date that the License is renewed ("Renewal Date") and expire when the renewed License expires (each, a "Renewal Term"); provided that the final Renewal Term will conclude thirty (30) years after the Commencement Date, for a maximum Agreement duration of thirty (30) years. The Renewal Terms will occur automatically unless Clearwire notifies the Licensee in writing at least ninety (90) days prior to the end of the Initial Term or any Renewal Term that it declines to renew the Agreement. The terms and conditions of this Agreement apply to each Renewal Term. The Initial Term and all Renewal Terms are collectively referred to herein as the "Term".

(c) Renewal of License and Extension of Agreement. If the License expires during the Initial Term and/or any Renewal Term, then this Agreement will also expire at such time unless the License is renewed and FCC authorization for this Agreement is extended. Licensee and Clearwire will cooperate to timely file a renewal application for the License, in conjunction with a request for an extension of the then-applicable Initial Term or Renewal Term of this Agreement, to the date that is ten (10) years from the beginning of such Initial Term or Renewal Term. This Agreement will continue to apply unless the FCC denies by Final Order any application for renewal of the License or extension of the Term. "Final Order" means an order issued by the FCC that is in full force and effect and as to which (i) no petition, application or appeal is pending and (ii) the time for the filing of any such petition, application or appeal has passed.
of first refusal to lease from Licensee such newly licensed spectrum pursuant to the terms of Section 4 below. To the extent that Licensee acquires any newly licensed spectrum under a new callsign, Clearwire shall have a right to the capacity on the channels, GSA expansions, License modifications or new applications for unlicensed spectrum. Additional FCC filings to protect, maintain or enhance the Channels including but not limited to filings to increase the cost for renewal of the License and any other filings requested or customarily required of Licensee by the FCC to expenses in excess of $500 unless such cost or expense is approved by Clearwire, which approval shall not be response to any request by Clearwire under this Agreement to the extent that Clearwire has not offered to undertake Licensee for its reasonable out-of-pocket expenses in connection with the activities undertaken by Licensee in association with seeking FCC approval of the FCC Long Term Lease Application and will promptly pay or reimburse the FCC Long Term Lease Application with assistance from Clearwire, will prepare and submit all applications, amendments, petitions, requests for waivers, and other documents necessary for the modification, maintenance and renewal of the License or reasonably requested with assistance from Clearwire, will prepare and submit all applications, amendments, petitions, requests for waivers, and other documents necessary for the FCC Long Term Lease Application. The Parties will cooperate in the preparation and other documents necessary for the modification, maintenance and renewal of the License or reasonably requested with assistance from Clearwire, will prepare and submit all applications, amendments, petitions, requests for waivers, and other documents necessary for the FCC Long Term Lease Application. The Parties further covenant and agree to include in any License renewal application, or separately request, as necessary, the FCC Long Term Lease Application the automatic extension of the Term upon the renewal of the License. The Parties will disclose in the FCC Long Term Lease Application, and will promptly file or provide the other Party with all other information which is required to be responding to any petitions for reconsideration or FCC reconsiderations of the grant of the FCC Long Term Lease Application, including requirements for long term certification and other documents necessary to obtain the FCC's consent to this Agreement and satisfy the FCC's de facto control of the Channels, the Parties agree to cooperate as required to prepare and file with the FCC all forms and related exhibits, certificates, exhibits, consent agreements, approvals or authorizations that Clearwire submits to the FCC or seeks to submit of all applications, amendments, petitions, requests for waivers, and other documents necessary to secure de facto control of the Wireless Telecommunications Services (the "...). Each Party covenants and agrees that it will fully cooperate with the other, and do all things necessary to timely submit, prosecute and defend the FCC Long Term Lease Application, including...
Clearwire and Licensee will also cooperate to support FCC experimental licensing procedures pursuant to Code of Federal Regulations Title 47, Part 5—Experimental Radio Service (Other Than Broadcast). Clearwire may allow experimental licensees, as granted by the FCC, to use the Clearwire Capacity without prior consent from Licensee pursuant to the terms of this Agreement.

3. COMPENSATION

(a) Yearly Fee. Beginning within ten (10) business days of the Commencement Date, and on the anniversary of the Commencement Date throughout the Term, Clearwire will pay Licensee a yearly fee as specified in the attached Schedule 1 (the "Yearly Fee") for use of the Clearwire Capacity. Clearwire's obligation to pay the Yearly Fee is subject to Licensee delivering to Clearwire (i) a completed IRS Form W-9 (attached hereto as Exhibit B), (ii) payment instructions in the form attached as Exhibit C or otherwise in a form acceptable to Clearwire, and (iii) a completed Licensee and Electronic Filing Information Form (attached as Exhibit D).

(b) Adjustment to Yearly Fee. The Yearly Fee will be reduced or increased on a pro rata basis during the Term of this Agreement in the event that: (i) the amount of Clearwire Capacity (as defined in Subsection 5(a) below) decreases from the amount of Clearwire Capacity available as of the Effective Date; (ii) any portion of Clearwire Capacity becomes unavailable to Clearwire in any part of the Geographic Service Area ("GSA") for the Channels as such GSA exists as of the Effective Date; or (iii) the amount of Clearwire Capacity increases from the amount of Clearwire Capacity available as of the Effective Date, however, if an increase in Clearwire Capacity is due to FCC action that expands the original GSA to cover a larger area ("GSA Expansion"), Clearwire will have the option to include or to omit the additional area covered by the expanded GSA in this Agreement. In the event of a GSA Expansion, Clearwire will notify Licensee within ninety (90) days of the official FCC action that finalizes the GSA Expansion. For the purpose of the foregoing, the pro-ration of the Yearly Fee with respect to increases or decreases in Clearwire's Capacity will be based on the number of megahertz ("MHz") of capacity made available to Clearwire as a result of such increase or decrease as compared to the number of MHz of capacity contemplated to be made available to Clearwire under this Agreement. The pro-ration of the Yearly Fee with respect to any change in the size or location of the GSA with respect to any amount of capacity will be based on the number of MHz per population made available to Clearwire as a result of such change as compared to the MHz per population contemplated to be made available under this Agreement. In making either calculation, however, the J and K channel associated with the Broadband Radio Service ("BRS") Channels following FCC mandated re-banding (the "Re-banding") will not be considered to be unavailable to Clearwire as a result of any determination by Clearwire that such J and K channel capacity is not, at any given time, configurable or usable in a manner that is commercially useful to Clearwire.

(c) Initial Fee. Within ten (10) business days of the Commencement Date, Clearwire will pay to Licensee the amount of Seventy Eight Thousand Dollars ($78,000) (the "Initial Fee"). Clearwire's obligation to pay the Initial Fee is subject to Licensee delivering to Clearwire (i) a completed IRS Form W-9 (attached hereto as Exhibit B), (ii) payment instructions in the form attached as Exhibit C or otherwise in a form acceptable to Clearwire, and (iii) a completed Licensee and Electronic Filing Information Form (attached hereto as Exhibit D).

(d) Refund of Initial Fee. In the event the FCC grant of the FCC Long Term Lease Application has not become a Final Order within twelve (12) months following the payment of the Initial Fee, or if this Agreement is terminated by reason of uncured default by Licensee during the first ten (10) years of the Agreement, all or a portion of the Initial Fee will be refunded to Clearwire ("Refund"). The amount of the Refund will consist of the Initial Fee if the FCC grant of the FCC Long Term Lease Application has not become a Final Order. Otherwise, the amount of the Refund will be equal to the Initial Fee distributed equally over ten (10) years and adjusted on a pro rata basis to account for the remaining time between the date of the termination and the expiration of ten (10) years following the Commencement Date. There will be no Refund if the termination occurs after the first day of the eleventh (11th) year of the Agreement.
The fair market value will be the amount equal to the sum of such fair market values for the Channels and other assets licensed or leased to Clearwire by third parties, including, but not limited to, BRS and EBS spectrum, as well as any other assets or rights arising from the agreement. The fair market value shall be determined as of the date of the valuation, which will be at the date when the possibility of a sale or lease of the Channels is reasonably foreseeable, subject to non-disclosure or confidentiality obligations with third parties that (1) Clearwire then has available for use in the Channels, (2) are subject to the highest and best use of the Channels, and (3) which value will be an amount in cash that, on the basis of market and other conditions prevailing at such time could reasonably be expected to be paid for the Channels by a third party in an arm’s length transaction in an open market.

The fair market value will be determined by an independent appraiser selected in accordance with the following procedure: Clearwire and Licensee will each select an appraiser with experience and expertise in the valuation of assets such as the Channels, one retained and paid by each Party. If the two appraisers so selected agree on the fair market value of the Channels, then such fair market value shall be deemed to be the fair market value of the Channels for purposes of this Agreement. If the two appraisers so selected do not agree on the fair market value of the Channels, then the appraisers selected in accordance with the foregoing procedure will each determine the fair market value (each of which shall be determined separately), and the fair market value shall be the average of such determinations. If the average of the determinations is not determinable due to the failure of one of the appraisers to deliver its determination within the required period, the fair market value shall be determined as follows: (i) if Licensee fails to deliver notice to the other of its selection of an appraiser within fifteen (15) business days after notice of such requirement, the determination will be made by the single appraiser so selected (whose fees, in such case, will be borne equally by the Parties). The Parties will have ten (10) days from receipt of Licensee’s rejection to notify Licensee of its election to (i) adopt Licensee’s substitute to the appraisers, Clearwire will facilitate the appraisers’ determinations by providing the appraisers and substitute within thirty (30) days after Licensee’s receipt of Clearwire’s acceptance notice. Licensee’s failure to notify Clearwire of its estimate of a fair cash substitute within the prescribed thirty (30) day period shall be deemed an acceptance of Clearwire’s cash-substitute offer. If Licensee rejects Clearwire’s cash-substitute offer, then Clearwire will have ten (10) days from receipt of Licensee’s rejection to notify Licensee of its election to (i) adopt Licensee’s substitute or (ii) have the cash-substitute offer conclusively determined by two qualified independent appraisers. Clearwire’s rights described in Subsection 4(b), if the whole or any part of the consideration of the third party offer is not in the form of cash, then Clearwire may meet such non-cash consideration using cash, comparable non-cash consideration, or the value of the non-cash consideration will be determined as of the date of receipt by the applicable Party.

During the Term and for the twenty-four (24) months following the expiration or termination of this Agreement, Licensee will not negotiate or contract with any third party with respect to any period following the end of this Agreement, so long as Licensee complies with the non-disclosure provisions of Section 13 of this Agreement. If, within the sixty (60) day period, Licensee enters into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire’s ROFR will terminate; provided, however, that should Licensee’s agreement with the offeror be subject to, and without limiting the foregoing, any third party with respect to any period following the end of this Agreement, so long as Licensee complies with the non-disclosure provisions of Section 13 of this Agreement. If, within the sixty (60) day period, Licensee does not enter into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire will notify Licensee within thirty (30) days following receipt of such notification if it is exercising its ROFR. In the event that Clearwire fails to exercise its ROFR, Licensee will have sixty (60) days from the expiration of Clearwire’s thirty (30) day response period to enter into an agreement with the offeror on the same terms and conditions as were offered to Clearwire. If, within the sixty (60) day period, Licensee enters into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire’s ROFR will terminate. If, within the sixty (60) day period, Licensee does not enter into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire will notify Licensee within thirty (30) days following receipt of such notice that it is exercising its ROFR. In the event that Clearwire fails to exercise its ROFR, Licensee will have sixty (60) days from the expiration of Clearwire’s thirty (30) day response period to enter into an agreement with the offeror on the same terms and conditions as were offered to Clearwire.

The ROFR set forth in Subsection 4(b) are subject to the non-disclosure provisions of Section 13 of this Agreement. If, within the sixty (60) day period, Licensee enters into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire’s ROFR will terminate; provided, however, that should Licensee’s agreement with the offeror be subject to, and without limiting the foregoing, any third party with respect to any period following the end of this Agreement, so long as Licensee complies with the non-disclosure provisions of Section 13 of this Agreement.
Users (defined below) for whom Clearwire has provided Products and Services (as defined in Subsection 7(a) below),
the foregoing, the following will apply to any such amendment: (i) with respect to Licensee and any Permitted End
needs, technology and other relevant factors affecting Licensee's Reserved Capacity requirements. Notwithstanding
will negotiate in good faith an amendment to this Agreement that accommodates any
period of sixty (60) days to request a review of its minimum educational use requirements, at which time the Parties
the date that is fifteen (15) years after the Effective Date and every five (5) years thereafter, Licensee will have a
use requirements for EBS channels pursuant to FCC Rules
purpose that furthers its educational mission, including but not limited to the satisfaction of its minimum educational
Clearwire will use the Clearwire Capacity in compliance with FCC Rules and all other laws and regulations
purpose that is lawful, in analog, digital or any other format, including those that may be authorized in the future by
processes generally used by it to determine capacity use.
portion of the digital capacity on the Channels, such capacity will be determined by Clearwire in accordance with the
authorized GSA(s) of the channel(s) to which the Licensee's Reserved Capacity is shifted or loaded substantially
Clearwire controls in the Market, or portion thereof. If, in accordance with the foregoing sentence, Clearwire elects
Licensee's Reserved Capacity may be shifted or loaded on any Channel and/or other EBS or BRS channels that
may change from time to time. Consistent with FCC Rules, and as designated by Clearwire from time to time,
capacity on the Channels that is required to be set aside for Licensee's use pursuant to FCC Rules, as the same
shall mean
Pursuant to Section 27.1214(e) of the FCC's rules, on
Licensee's Reserved Capacity
Clearwire Capacity
Right to Participate.
Except in the event this Agreement terminates as a result of
Clearwire's default, if Licensee decides to consider, issue or solicit bids, proposals or offers for the sale (if permitted
ROFR set forth in Subsection 4(b).
5

(iii) to discuss any of the same with Licensee; (iv) to counter any such bids, proposals or offers; and (v) to be provided
and offers for the Channels; (ii) to receive information with respect to such bids, proposals, offers and counters thereto;
in timing or substance than the opportunity provided to any other entity: (i) to receive and/or submit bids, proposals
months after the end of this Agreement, then Licensee will provide Clearwire with an opportunity no less favorable
by the FCC), assignment, transfer or use of any part or the whole of the Channels at any time before eighteen (18)
the ranking executive officer of the American Arbitration Associations Office in Dallas, TX or his or her designee to
select the third within such time frame, then the parties will, within five (5) business days of such inability, request
completion of the later of the two determinations of fair market value (and, if the first two appraisers are unable to
valuation of assets such as the Channels, selected by the first two appraisers within ten (10) business days after the
than ten percent (10%) of the lower value, a third independent appraiser, with recognized experience and expertise in
determined by the first two appraisers divided by two, except that if the higher determination exceeds the lower determination by more

(ii) to the extent such amendment materially increases Clearwire's monthly costs either to operate its leased capacity or to meet Licensee's changed educational use requirements, the amendment may provide that such costs will be offset by a reduction in Clearwire's Monthly Fee for the remainder of the Term, a refund in an amount to be agreed upon by both Parties, or both; (iii) Clearwire may accommodate changes in Licensee's Reserved Capacity through any reasonable means available so as to avoid disruption to the advanced wireless services provided by Clearwire; and (iv) Clearwire will not be required to accommodate changes in Licensee's Reserved Capacity in a manner that has a negative economic impact on Clearwire or Clearwire's commercial operations under the Agreement.

(e) Channel Swapping; Costs. With the consent of Licensee, which consent will not be unreasonably withheld, conditioned, or delayed, Clearwire may require Licensee to enter into agreements to swap some or all of its Channels for other channels in the Market (the "Swapped Channels"), and in connection therewith file any necessary FCC applications to accomplish the swap, so long as there is no material difference in the operational capability or value of the Swapped Channels as compared to Licensee's previous Channels taking into account such factors as the GSA and the population therein. It is understood and agreed, however, that Licensee will not be required to consent to any swap under which the Swapped Channels provide fewer MHz of spectrum collectively, or less contiguous spectrum is licensed to Licensee, as compared with Licensee's previous Channels. Clearwire agrees to bear all costs and expenses associated with the implementation of channel swapping, including the reasonable out of pocket costs of Licensee's engineering consultants and attorneys.

6. EQUIPMENT

(a) Operation and Maintenance of Licensee Equipment. Licensee represents, warrants and covenants that as of the Commencement Date, no equipment owned or controlled by Licensee will be operated on the Clearwire Capacity or on Licensee Capacity other than such equipment that is provided pursuant to Section 7 of this Agreement.

(b) Operation and Maintenance of Clearwire Equipment. Clearwire will, at its expense, operate and maintain the transmission equipment used for the Clearwire Capacity ("Clearwire Equipment"). Clearwire will construct, operate and maintain facilities for the Channels that provide transmission capability sufficient to satisfy minimum build-out or performance requirements applicable to EBS Channels under standards prevailing at any given time under FCC Rules.

(c) Dedicated Equipment Purchase Option. In the event this Agreement is terminated for any reason other than a default by Licensee or the natural expiration of the Agreement, Licensee will have the option, upon giving notice to Clearwire within thirty (30) days of such termination, to purchase or to lease at Clearwire's option that portion of the transmission equipment (not including any tower rights) then in operation that is dedicated solely to transmission of Licensee's Reserved Capacity on the Channels (the "Dedicated Equipment"), or comparable equipment. The price for such equipment will be equal to the fair market value of the Dedicated Equipment at the time of Licensee's notice or, if comparable equipment is provided, Clearwire's cost in obtaining such equipment.

(d) Shared Equipment Purchase or Lease Option. In the event this Agreement is terminated for any reason other than a default by Licensee or the natural expiration of the Agreement, Licensee will have the option upon giving notice to Clearwire within thirty (30) days of such termination to purchase or lease at Clearwire's option any equipment owned by Clearwire and used in connection with the transmission of Licensee's Reserved Capacity on the Channels that is not Dedicated Equipment, or comparable equipment (not including any tower rights) (the "Shared Equipment"), at a price equal to the Shared Equipment's fair market value for such purchase or lease as applicable.

7. ADVANCED WIRELESS SERVICES FOR PERMITTED END USERS. Clearwire will provide or arrange for Licensee to receive a monthly Service Credit (as defined below) to provide valuable educational services to support Licensee's mission and to help the Licensee meet educational usage obligations imposed by the FCC.
8. **Prohibitions**

The Service Credit is for the sole benefit of Licensee and its Permitted End Users. Licensee and its Permitted End Users may not resell the Products and Wireless Services or allow a third party to resell the Products and Wireless Services. Any violation of this Section 7(f) will be considered a material breach of the Agreement.

9. **INTERFERENCE CONSENTS**

Licensee will enter into interference consents with third parties relating to the Channels ("Interference Consents"), as Clearwire reasonably requests and without any additional compensation, provided that such Interference Consents do not result in a reasonably foreseeable material degradation in the value of the Channels; and provided further that Interference Consents that involve fair and reciprocal rights and limitations for and on the operation of Licensee's facilities and the facilities of the other party in connection with system coordination inside GSAs and at GSA boundaries will not be deemed to cause material degradation in value. Clearwire will negotiate and draft the Interference Consents and make any consideration payments due to third parties under the Interference Consents. Licensee will not enter into or issue any Interference Consents without Clearwire's prior written consent.

10. **TRANSFERS OR ASSIGNMENTS**

Subject to Subsections 15(f)-(g), neither Clearwire nor Licensee may assign or transfer its rights and/or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parties agree as follows:

(a) Provided that Clearwire is not in default of its obligations under this Agreement at such time, Clearwire may, without the prior consent of Licensee: (i) assign any of its rights under this Agreement as collateral; or (ii) sell, assign, sublease, delegate or transfer this Agreement or any of its rights or obligations hereunder to (X) any Affiliate of Clearwire, (Y) any entity that acquires Clearwire or its affiliates, or (Z) to any entity with the capability to perform the obligations of Clearwire hereunder (collectively, the "Permitted Assignments"). Any assignee of Clearwire must agree in writing to attorn to Licensee as lessor and agree to be bound by the terms of this Agreement.

1 Notwithstanding any provision in this Agreement, Clearwire is expressly prohibited from making any assignment of any interest under this Agreement for the benefit of creditors, except as collateral to secure a loan obtained in Clearwire's ordinary course of business.

10. **EVENTS OF DEFAULT.**

The Parties shall use reasonable best efforts to notify the other Party if it becomes aware of any Event of Default, as defined below, or any fact, condition or event that only with the giving of notice or passage of time, could become an event of default. Events of Default shall include the following:

(a) **Nonperformance of Covenant.** A Party shall default in the due performance or observance by it of any term, covenant or agreement on its part to be performed or observed pursuant to any provision of this Agreement and, except as otherwise provided in this Agreement, such default shall continue uncured for a period of thirty (30) days after: (a) notice of such default from the other Party; or (b) a Party is notified of such default or should have been so notified pursuant to the preamble of this Section 10, whichever is earlier, or such longer period of time not to exceed thirty (30) days, provided, the other Party has commenced the remedy of the default and is diligently prosecuting same.

(b) **False Representations.**

Any material statement, representation or warranty in this Agreement or any other writing delivered to Licensee in connection with the transactions contemplated hereby is false, misleading or erroneous in any material respect.
Bankruptcy or Insolvency. A Party or any principal of a Party:

1. does not pay its debts as they become due or makes a general assignment for the benefit of creditors;
2. commences any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors;
3. in any involuntary case, proceeding or other action commenced against it which seeks to have an order for relief entered against it, as debtor, or seeks reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, (i) fails to obtain a dismissal of such case, proceeding or other action within sixty (60) days of its commencement, or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter, or (iii) is the subject of an order for relief;
4. conceals, removes, or permits to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them, or makes or suffers a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or makes any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or suffers or permits, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings which is not vacated within sixty (60) days from the date thereof;
5. has a trustee, receiver, custodian or other similar official appointed for or take possession of all or any part of its interest under this Agreement or any other of its property or has any court take jurisdiction of any other of its property which remains undismissed for a period of sixty (60) days;
6. fails to have discharged within a period of ten (10) days any attachment, sequestration, or similar writ levied upon any property of such Party; or
7. fails to pay immediately any final money judgment against it unless such judgment is pending an appeal by such Party.

Liquidation. A Party's liquidation, termination, or failure to maintain good standing in its state of domicile.

11. TERMINATION OF AGREEMENT

(a) This Agreement will automatically terminate with respect to any License or affected Channel(s) upon the earlier of:  (i) an FCC Final Order denying any application for approval of this Agreement including any extensions of the Term thereof; (ii) the loss or expiration without renewal of the License; (iii) an FCC Final Order revoking, terminating or canceling the License; or (iv) Clearwire's acquisition of the License or some of the Channels pursuant to an agreement between Clearwire and Licensee.

(b) This Agreement may be terminated by either Party upon material breach of the other Party, provided that the breaching Party shall be provided with written notice by the non-breaching Party of the alleged grounds for the breach and allowed a thirty (30) day period for cure following such notice; provided, however, that in the event of a breach other than a failure to make payments due under this Agreement, if the breaching Party proceeds with reasonable diligence during such thirty (30) day period and is unable, because of circumstances beyond its control or because of the nature of the breach, to cure the breach within such applicable time period, the time for cure shall be extended, but in no event beyond one hundred eighty (180) days after receipt of written notice from the non-breaching Party. Notwithstanding the foregoing, in the event that an FCC order that is effective and not stayed requires
10. Termination of this Agreement, this Agreement may be terminated by either Party within the time frame for notice and termination required by the FCC. In the event an uncured breach results in the termination of this Agreement, the breaching Party shall pay all court costs and attorney's fees, if any, incurred by the non-breaching Party in the enforcement of this Agreement. All such amounts must be paid in certified funds within ten (10) days of such written demand. Unpaid amounts after the expiration of the ten (10) day period shall accrue interest at a rate eight percent (8.00%) above the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Bank of America, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate, from the date of Licensee's written demand until paid. Notwithstanding the foregoing, the rate of interest will never exceed the maximum amount allowed by law.

11. (c) Licensee may terminate this Agreement pursuant to Subsection 16(b).

11. (d) Either Party may terminate this Agreement if an FCC Final Order approving the FCC Long Term Lease Application has not occurred within twelve (12) months following the Effective Date.

11. (e) The Parties will notify the FCC of the termination of this Agreement with respect to any License or any of the Channels within ten (10) calendar days following the termination.

11. (f) Except as expressly set forth in this Agreement, upon the expiration or termination of this Agreement, each Party will pay its own fees and expenses related to this Agreement and the transactions contemplated herein, and the Parties will have no further liability to each other except by reason of any breach of this Agreement occurring prior to the date of expiration or termination. Any termination or expiration of this Agreement, regardless of cause, will not release either Licensee or Clearwire from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination. The general and procedural provisions of this Agreement, which may be relevant to enforcing the obligations or duties of the Parties, as well as any other provisions that by their terms obligate either Party following expiration or termination, will survive the expiration or termination of this Agreement until the obligations or duties are performed or discharged in full.

12. REVENUES AND EXPENSES

Each Party will pay its own expenses incident to any amendments or modifications to the Agreement, including, but not limited to, all fees and expenses of their respective legal counsel and any engineering and accounting expenses. Clearwire is entitled to one hundred percent (100%) of the revenue generated from the use of the Clearwire Capacity.

13. COMPETITION

Licensee agrees that it will not, during the Term of this Agreement, use Licensee's Reserved Capacity to compete with Clearwire and/or its affiliates in any business activity or business or service offering in the GSA of the Channels. Nothing in this section prohibits Licensee from (i) leasing the capacity of the Channels to a third party after the termination or expiration of this Agreement if (X) the capacity is being used solely to undertake noncommercial activities advancing Licensee's educational purposes or (Y) Licensee has complied with the ROFR provisions in Section 4(b), (ii) using the Products and Services acquired thereby, to provide services to itself or other schools, colleges, universities or other governmental or nonprofit entities for purposes of satisfying the Licensee's minimum educational use requirements for EBS channels under FCC Rules, or (iii) leasing other EBS channels licensed to Licensee or other spectrum to any other party for any purpose.

14. CONFIDENTIALITY AND NON-DISCLOSURE

(a) Confidentiality of the Terms of this Agreement. The terms of this Agreement that are not otherwise required to be disclosed to the FCC in support of the lease applications or notices submitted to the FCC will be kept strictly confidential by the Parties and their agents, which confidentiality obligation will survive the termination or expiration of this Agreement for a period of two (2) years. The Parties may make disclosures as required
by law (including as required or appropriate to be disclosed by Licensee pursuant to applicable public records laws and by Clearwire pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules), and to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform obligations under the Agreement, provided, however, that the Parties will cause all Agents to honor the provisions of this Section. In addition, Clearwire may disclose this Agreement to its affiliates, strategic partners, actual or potential investors, lenders, acquirers, merger partners, and others whom Clearwire deems in good faith to have a need to know such information for purposes of pursuing a transaction or business relationship with Clearwire, so long as Clearwire secures an enforceable obligation from such third party to limit the use and disclosure of this Agreement as provided herein. The Parties will submit a confidentiality request to the FCC in the event the FCC seeks from the Parties a copy of this Agreement or any other confidential information regarding its terms.

(b) Non-Disclosure of Shared Information.

As used herein, the term "Information" shall mean all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. The term Information does not include information which: (i) has been or becomes published or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third party; (ii) prior to disclosure hereunder, is property within the legitimate possession of the receiving Party which can be verified by independent evidence; (iii) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of the third party's or the receiving Party's rights to disseminate the information and without notice of any restriction against its further disclosure; or (iv) is independently developed by the receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence. During the Initial Term or any Renewal Term of this Agreement, the Parties may be supplying and/or disclosing to each other Information relating to the business of the other Party. The Information will, during the Initial Term and any Renewal Term of this Agreement, and for a period of three (3) years after the termination or expiration of the Agreement, be kept confidential by the Parties and not used for any purpose other than implementing the terms of this Agreement. The receiving Party will be responsible for any improper use of the Information by it or any of its Agents. Without the prior written consent of the disclosing Party, the receiving Party will not disclose to any entity or person the Information, or the fact that the Information has been made available to it, except for disclosures required by law, including Information as required or appropriate to be disclosed by Licensee pursuant to applicable public records laws and by Clearwire pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules. Each person to whom Information is disclosed must be advised of its confidential nature and must agree to abide by the terms of this Subsection.

ASSUMPTION OF LIABILITIES

Neither Party is assuming or will be responsible for any of the other's liabilities or obligations (including but not limited to customer obligations) except as required by the FCC and this Agreement.

FCC-MANDATED LEASING ARRANGEMENT OBLIGATIONS

(a) Licensee and Clearwire are familiar with the FCC Rules affecting spectrum leasing and the provision of EBS, the Communications Act of 1934, as amended ("Communications Act"), the Code of Federal Regulations, and all other applicable FCC Rules, and agree to comply with all such laws and regulations.

(b) Clearwire assumes primary responsibility for complying with the Communications Act, and any FCC Rules that apply to the Channels and License, and the Agreement may be revoked, cancelled or terminated, in accordance with Section 10, by Licensee or by the FCC if Clearwire fails to comply with applicable laws and regulations.

(c) Neither Licensee nor Clearwire will represent itself as the legal representative of the other before the FCC or any party, but will cooperate with each other with respect to FCC matters concerning any License and the Channels.
If any License is revoked, cancelled, terminated or otherwise ceases to be in effect, Clearwire has no continuing authority or right to use the leased spectrum unless otherwise authorized by the FCC.

The Agreement is not an assignment, sale or transfer of the License.

The Agreement will not be assigned to any entity that is ineligible or unqualified to enter into a spectrum leasing arrangement under the FCC Rules.

Licensee will not consent to an assignment of a spectrum leasing arrangement unless such assignment complies with applicable FCC Rules.

Licensee and Clearwire must each retain a copy of the Agreement and make it available upon request by the FCC, in accordance with the confidentiality provisions in Section 13.

17. LICENSEE'S AUTHORIZATIONS

Licensee will use its reasonable best efforts to maintain in full force and effect through the Term of the License and any associated authorizations for the Channels, and will remain eligible under the FCC Rules to provide the Clearwire Capacity. Licensee will use best efforts to renew the License, and will not commit any act, engage in any activity, or fail to take any action that could reasonably be expected to cause the FCC to impair, revoke, cancel, suspend or refuse to renew the License.

18. REPRESENTATIONS AND WARRANTIES

(a) Mutual Representations and Warranties.

Each Party represents and warrants to the other that: (i) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms; and (iv) its execution of and performance under this Agreement will not violate any applicable existing regulations, FCC Rules, statutes or court orders of any local, state or federal government agency, court or body, or any of its existing contractual obligations.

(b) Licensee's Representations and Warranties.

Further, Licensee represents and warrants to Clearwire that: (i) the License is in effect, (ii) Licensee's operations and activities pursuant to the License, if any, are being conducted in material compliance with all FCC Rules, including its educational use requirements, (iii) Licensee has no claim or other unresolved objection arising out of the transition pursuant to Sections 27.1230 through 27.1235 of the FCC's Rules, and (iv) there is no proceeding now pending or to the knowledge of Licensee, threatened against the Licensee before any local, state or federal regulatory body with respect to the License, or any acts or omissions by Licensee or its agents, as of the Effective Date, that could have a material, adverse effect on the License.

19. INDEMNIFICATION

(a) Licensee will defend, indemnify and hold Clearwire harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by Licensee of any warranty, representation, covenant, agreement or obligation contained herein, or (ii) any claim based on Licensee's construction or operation of the EBS Equipment or its offering and provision of services thereon. Licensee's obligations under this Section will survive the expiration or termination of this Agreement.

(b) Clearwire will defend, indemnify and hold Licensee harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by Clearwire of any warranty, representation, covenant, agreement or obligation contained herein, or (ii) any claim based on Clearwire's construction or operation of the Wireless System or its offering and provision of services thereon. Clearwire's obligations under this Section will survive the expiration or termination of this Agreement.
20. **NOTICES**

Any notice required to be given by one Party to the other under this Agreement will be delivered using a reliable national express overnight or two-day delivery service with a courtesy copy via email and will be effective upon receipt of the physical notice. All notices will be delivered to the Parties at the following addresses:

**Notice Address for Clearwire:**
Clearwire Spectrum Holdings III LLC  
C/O Sprint Corporation  
12502 Sunrise Valley Drive  
VARESA0101-1A213  
Reston, VA 20196  
Attn: Patricia Tikkala, VP Spectrum  
Email: patricia.tikkala@sprint.com

With a copy to:  
Sprint Corporation  
12502 Sunrise Valley Drive  
VARESA0209-2D187  
Reston, VA 20196  
Attn: Heather Brown, Legal  
Email: heather.brown@sprint.com

**Notice address for Licensee:**
Temple College  
2600 South 1st St.  
Temple, TX 76504  
Attn: Van Miller, VP – Administrative Services  
Email: van.miller@templejc.edu

With a copy to:  
Baird, Crews, Schiller & Whitaker, P.C.  
15 North Main Street  
Temple, TX 76501  
Attn: Samuel C. Fulcher  
Email: samfulcher@bcswlaw.com

21. **MISCELLANEOUS**

(a) **Cooperation.** The Parties will take such further action and execute such further assurances, documents and certificates as either Party may reasonably request to effectuate the purposes of this Agreement.

(b) **Force Majeure.** Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing Party and that cannot be reasonably avoided or overcome; provided that the non-performing Party gives the other Party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery.
Independent Parties. None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other such relationship between the Parties, and neither Party will have any authority to bind the other in any manner. Neither Party will have or hold itself out as having any right, authority or agency to act on behalf of the other Party in any capacity or in any manner, except as may be specifically authorized in this Agreement.

Specific Performance. Licensee acknowledges that the License and Channels subject to this Agreement are unique and the loss to Clearwire due to Licensee's failure to perform this Agreement could not be easily measured with damages. Clearwire will be entitled to injunctive relief and specific enforcement of this Agreement in a court of equity without proof of specific monetary damages, but without waiving any right thereto, in the event of breach of this Agreement by Licensee.

Applicable Law and Venue. The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to the principles of conflict of laws. Each Party hereto irrevocably consents to the exclusive jurisdiction and venue of the Waco Federal District Court, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Texas for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue or process.

Attorneys' Fees. If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing Party will be entitled to recover from the other its reasonable attorneys' fees and costs, as determined by the court hearing the action.

Severability. If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, unless continued enforcement of the provisions frustrates the intent of the Parties.

No Waiver. No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right. Failure to enforce any right under this Agreement will not be deemed a waiver of future enforcement of that or any other right.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. Original signatures transmitted by facsimile will be effective to create such counterparts.

Headings. The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

Construction. The Parties and their respective counsel have negotiated this Agreement. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise.

Complete Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, between the Parties or any of their affiliates regarding this subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of each of the Parties.
IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

AGREED TO:

CLEARWIRE SPECTRUM HOLDINGS III LLC  TEMPLE COLLEGE

By:                   By:

Name: Patricia Tikkala                 Name:

Title: VP, Spectrum                Title:
Direct Deposit is a fast, easy way to receive payments. We highly encourage our vendors to sign up. Using Direct Deposit means funds will be available in your account within two business days from payment date. Please follow the directions below to take advantage of this more effective and efficient payment opportunity.

A. Bank Name: 
B. Type of Account: 
- Checking
- Savings
C. ABA Routing Number (9 digits): 
D. Bank Account Number: 
E. Vendor Name: 
F. Sprint Vendor Number (to be completed by Sprint Spectrum Mgmt): 
G. Tax ID/SSN Number: 
H. Vendor Mailing Address: 
I. Vendor Phone Number: 
J. Accounts Receivable Email Address:  
(Note: Email address required to receive detailed deposit notifications.)
K. Accounts Receivable Contact Phone: 
L. Printed Name of Authorized Vendor Representative: ___________________
M. Signature of Authorized Vendor Representative: ____________________

*By signing above you agree to the following terms/conditions:
- We understand that ALL payments will remit via ACH to the bank account listed above.
- We will notify Sprint of any change to account info 10 days prior to change in order to avoid returned payments or delay in payments.

N. Date Signed by Authorized Vendor Representative: 

The following backup MUST be submitted with this form and MUST include: the name on the account, the account number, and the ABA routing number.

- Checking account - attach a voided check or a letter from the bank
- Savings account - attach a pre-printed deposit slip and the 1st page of a recent bank statement (only if "name" on the account is not on the deposit slip)

The completed form can be sent via email to jackie.bolton@sprint.com, or by fax w/coversheet to 913-523-8616.
Licensee and FCC Electronic Filing Information Form

Licensee: TEMPLE COLLEGE

FCC Registration Number

FCC ULS Password (if unknown, see below)

Contact Information

Federal Tax ID Number (see below)

If your FCC ULS password associated with your FCC license is unknown, you will need to request the FCC to reset it. You can do so by clicking the following link and follow the steps as prompted:

www.apps.fcc.gov/coresWeb/enterFrnForPwdReset.do

(You will need your federal taxpayer ID number to request the reset with the FCC.) OR

If you would like Sprint to request the reset of your FCC ULS password on your behalf, please provide the Federal Tax Id Number for the licensee in the above-referenced box. Upon receipt of the new ULS password, Sprint will forward to you for your records.

By providing the above information, Licensee hereby gives authority to Sprint to complete FCC license renewals and lease applications for the subject FCC license on Licensee's behalf throughout the Term of the Agreement.

TEMPLE COLLEGE

By: [Name]

[Title]

Date: ______________________________________
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**Note:** The table continues beyond the visible portion of the image.
AGENDA ITEM 9-B

Consideration of Approval to Award Contracts to My House of Design and Presley Design Studio from RFP 19-01 Graphic Design and Printing Services

Staff Recommendation: Approval

The Board is asked to approve two contracts to My House of Design and Presley Design Studio from RFP 19-01 Graphic Design and Printing Services.
MEMORANDUM
Office of the Vice President for Administrative Services

To: Dr. Barron and Board of Trustees

From: Van Miller

Date: November 8, 2018

Re: Consideration of approval to award contracts to My House of Design and Presley Design Studio from RFP 19-01 Graphic Design and Printing Services.

Staff Recommendation: Approval

The Board is asked to approve contracts to My House of Design and Presley Design Studio from RFP 19-01 Graphic Design and Printing Services.
Contract Award

Description: Consideration of approval to award contracts to My House of Design and Presley Design Studio from RFP 19-01 Graphic Design and Printing Services.

Recommendation: The Board is asked to approve contracts to My House of Design and Presley Design Studio from RFP 19-01 Graphic Design and Printing Services.

Temple College advertised a Request for Proposal (RFP) in the Temple Daily Telegram and the State of Texas Electronic State Business Daily for needed Graphic Design and Printing Services in accordance with the Texas Education Code. Temple College is seeking professional firms to assist the College with our marketing and advertising projects throughout the fiscal year. The chosen firms would assist the College in:

- Monthly campus newsletter
- All advertising for the college (print and electronic)
- Commencement program and other programs as needed
- Campus map updates
- Brochures and other publications as needed
- Artwork for promotional items
- Graphics for the Temple College websites and social media outlets
- Printing Services

At the RFP closing the College received nine submissions as shown below. Each proposal received was evaluated on the criteria illustrated in the request for proposals. Our staff assigned the following scores to each proposal:

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Score Average</th>
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<tbody>
<tr>
<td>My House of Design (Austin, TX)</td>
<td>98.5</td>
</tr>
<tr>
<td>Presley Design Studio (Belton, TX)</td>
<td>97.5</td>
</tr>
<tr>
<td>Creative Parc, LLC (San Antonio, TX)</td>
<td>92</td>
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<tr>
<td>Woodward Creative Group (Temple, TX)</td>
<td>88.5</td>
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<tr>
<td>Pat Davis Design Group, Inc. (Sacramento, CA)</td>
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<td>Red Rokk (Bellingham, WA)</td>
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<tr>
<td>Slate Group (Lubbock, TX)</td>
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<tr>
<td>i3logix (Denver, CO)</td>
<td>72</td>
</tr>
<tr>
<td>KDH Media Group (Killeen, TX)</td>
<td>14</td>
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</table>
The top evaluated firm My House of Design has worked with a wide variety of organizations dedicated to education, including independent school districts, colleges, universities, and continuing education credit providers. They also have over 24 years’ experience in designing communications and marketing materials for a variety of clients.

In addition, Presley Design Studio has over 16 years’ experience in similar industries and has been Temple College’s sole design firm for the past 5 years. Our staff is requesting awarding a contract to My House of Design and Presley Design Studio in order for Temple College to have the flexibility to use either vendor based on availability, experience with the desired task to be completed and price.

The costs associated with this contract are estimated at $60,000 per year (budgeted dollars) and $35,000 for the remaining 2018-19 fiscal year. Each department of Temple College may also conduct additional business through these contracts, so the volume of business through this contract may be lower or higher depending on the volume of work needed in each fiscal year.

The Board of Trustees is asked to approve the following recommended firms for Graphic Design and Printing Services:

My House of Design $60,000 (estimated per fiscal year)
Presley Design Studio

Funds are budgeted for Graphic Design and Printing Services. Based on the proposal results, the Board of Trustees is asked to approve a contract to My House of Design and Presley Design Studio from January 1, 2019 through August 31, 2019 with four, one-year renewal options. The Board of Trustees is also asked to approve the Vice President of Administration to approve any contract renewals and to approve any change orders up to the amount allowed by Texas Education Code 44.0411.

Funds Available:

X Budgeted
Fund Balance
Other: __________

Approved:

________________________________________ ____________
Van D. Miller Date
Vice President for Administrative Services