

Regular Meeting-Board of Trustees  
Midland College  
March 17, 2026 4:00 pm  
Gibson Board Room

## **AGENDA**

### **Call to Order**

### **Public Comments**

### **Introduction of Athletic Trainers & Chap Pack Members**

### **Division Presentation – Primary Care Pathway Program, Joey Schenkman & Shawna Lopez**

### **Consent Agenda**

- A. Minutes of the Board Meeting on February 17, 2026
- B. Minutes of the Special Board Meeting on March 2, 2026
- C. Pre-K Academic Calendars 2026-2027
- D. Approval to Serve Alcoholic Beverages on May 7<sup>th</sup>, 2026 for Cinco de Mahjong Event
- E. Monthly Statements of Revenues and Expenses through February 28, 2026

### **Action Items**

- A. Investment Committee Report – Quarter Ending February 28, 2026
- B. Investment Policy
- C. Tuition & Fees
- D. Room & Board
- E. Appointment to Fill Unexpired Board Vacancy, Place 3
- F. Consideration of Approval of Final Surface Use Agreement and Oil & Gas Lease to Midland-Petro D.C. Partners, LLC and Permian Deep Rock Oil Company, LLC
- G. Fire Suppression
- H. Element 451
- I. Chaparral Center Rails
- J. Air Handlers
- K. City Development/Non-Departmental Funding 2026-2027 Grant for Business and Economic Development Center

### **President's Updates**

- A. Monthly Donation Report
- B. Employment of Non-Contractual Full-Time Employees
- C. Resignations
- D. Upcoming Events – Next Board Meeting April 21<sup>st</sup>, 2026

### **Adjournment**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, subchapters D and E or Texas Government code §418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions or decisions will be taken in open meeting.

Regular Meeting-Board of Trustees  
Midland College  
February 17, 2026 4:00 pm  
Gibson Board Room-Pevehouse Administration Building

## COMMUNICATIONS TO THE BOARD

1. Call to Order
2. Public Comments
3. Introduction of Athletic Trainers & Chap Pack Members
4. Division Presentation – Primary Care Pathway Program, Joey Schenkman & Shawna Lopez
5. Consent Agenda
  - A. Minutes of the Board Meeting on February 17, 2026
  - B. Minutes of the Special Board Meeting on March 2, 2026
  - C. Pre-K Academic Calendars 2026-2027
  - D. Approval to Serve Alcoholic Beverages on May 7<sup>th</sup>, 2026 for Cinco de Mahjong Event
  - E. Monthly Statements of Revenues and Expenses through February 28, 2026
6. Action Items
  - A. Investment Committee Report – Quarter Ending February 28, 2026  
Will be provided at meeting.
  - B. Investment Policy  
See enclosed policy.
  - C. Tuition & Fees

Midland College is not recommending any changes or increases to Tuition and General Fees in accordance with Governor Abbott’s Tuition and Fee freeze request, with the exception of the THECB FAST rate for Dual Credit.

The administration recommends that the Board of Trustees approve proposed laboratory fees and special charges for 2026-2027 academic year. We have notated laboratory fees and special charges changes to charges for current programs have been highlighted in yellow of the enclosed.
  - D. Room & Board

Additionally, the administration is recommending changes in Room and Board changes. With significant upgrades in O’Shaughnessy Hall, administration believes the increase is in line with the upgrades and improvements. The Meal Plan increases are result of contractual increases in charges for meal services from our contract services provider over the past two years. See enclosed fee schedule.
  - E. Appointment to Fill Unexpired Board Vacancy, Place 3
  - F. Consideration of Approval of Final Surface Use Agreement and Oil & Gas Lease to Midland-Petro D.C. Partners, LLC and Permian Deep Rock Oil Company, LLC
  - G. Fire Suppression
  - H. Element 451

The administration recommends the Board of Trustees approve the adoption of Element451, an AI driven comprehensive customer relationship management (CRM) platform designed specifically for higher education. The system will support the full student lifecycle from initial inquiry and application through enrollment, advising, and ongoing student success. Element451 enhances the admissions process by streamlining application management, providing automated and personalized communications, and incorporating fraud detection tools that help identify potentially fraudulent applications and avoid the processing bottlenecks created by this issue. The platform also enables coordinated outreach across departments, improved data visibility, and proactive student

engagement strategies that support retention and completion. Implementing this solution will strengthen Midland College’s ability to recruit, support, and retain students while improving operational efficiency and aligning with the institution’s broader strategic enrollment and student success goals.

This \$362,080 expenditure will span 3 years. \$58,572 will come from the strategic planning line within the current 2025-2026 budget. The following amounts will be budgeted within Information Technology for future years: \$118,701 for 2026-2027, \$122,268 for 2027-2028, and \$62,139 for 2028-2029

I. Chaparral Center Rails

The administration recommends that the Board of Trustees approve a contract to Mid-Tex of Midland, Inc. in the amount of \$507,330, to replace all remaining plastic laminate clad panels with new wire channel frames and add wire channel frames for the upper sections. These funds will come from the major renovations line within the current 2025-2026 budget.

J. Air Handlers

The administration recommends that the Board of Trustees approve a contract to Trane, in the amount of \$801,140, to replace two air handling units and rebuild the current cooling tower. Funds will come from the major renovations line within the current 2025-2026 budget.

K. City Development/Non-Departmental Funding 2026-2027 Grant for Business and Economic Development Center

7. President’s Updates

A. Monthly Donation Report

Enclosed from February 6, 2026 to March 3, 2026

B. Employment of Non-Contractual Full-Time Employees

For your information, Dr. Kennedy has approved the full-time non-contractual employment of the following individuals in the positions shown.

|                    |   |
|--------------------|---|
| Matthew Buckingham | Coordinator - Career Readiness & Leadership Development |
| Abigail De La Rosa | Assistant Teacher - Pre-K Academy                       |
| Nicole Glenn       | Academic Advisor - Pathways                             |
| Gabrielle Guevara  | Academic Advisor - Pathways                             |
| Sonja Hernandez    | Police Officer  |
| Little McPherson   | Teacher/Lab Instructor - HLGCC                          |
| Ricky Randi        | Grounds - Working Foreman                               |

For your information, Dr. Kennedy has approved the full-time non-contractual employment changes of the following individuals to the positions shown.

|                     |  |
|---------------------|--|
| Justin Bateman      | Associate Vice President of Educational Partnerships       |
| Gabryelle Gutierrez | Human Resources Generalist - Onboarding                    |
| Karissa Kienast     | Director of Professional Learning                          |
| Jaylaan Knighten    | Administrative Assistant II - AVP Educational Partnerships |
| Geneva Munoz        | Human Resources Generalist - Talent Acquisition            |
| Jaden Ruff          | Associate Director - Accounts Payable                      |
| Amy Warren          | Manager - Benefits and Leaves                              |

C. Resignations

For your information, the following resignations have been received and were approved from the following full-time employees who held the positions shown.

|                 |                                   |
|-----------------|-----------------------------------|
| Erica Castrillo | Assistant Teacher – Pre K Academy |
| Joel Orosco     | Faculty – Natural Gas Compression |

Timothy Roberts  
Lauren Starr

Faculty – Automotive Technology  
Coordinator – Adult Education GED

D. Upcoming Events – Board Retreat & Next Board Meeting April 21<sup>st</sup>, 2026

**8. Adjournment**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, subchapters D and E or Texas Government code §418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions or decisions will be taken in open meeting.

**Regular Meeting Minutes  
Board of Trustees  
Midland College  
February 17, 2026 4:00 pm**

A regular meeting of the Board of Trustees of Midland College was held February 17, 2026, beginning at 4:00 p.m. in the Gibson Board Room at 3600 N. Garfield Midland, TX 79705.

Chair Steve Kiser called the meeting to order at 4:00 p.m. Other members present included Mr. Scott Lynch, Ms. Linda Cowden, Mr. Mike Oestmann, Mrs. Christine Foreman, Mr. Larry Lawrence, Mr. Scott Kidwell, and Ms. Linda Cowden.

Those absent include Mrs. Charlene McBride.

**Public Comments**

Dr. Jaime Águila discussed the importance of reading and literacy instead of AI and suggested numerous titles for the Board and audience.

**Introduction of Women’s Softball and Men’s Baseball Teams – Coach Angel Castro and Coach Hector Rodriguez**

**Division Presentation – Kids’ College-Kori Chisham**

The Board received an update from Kori Chisham, Director of Community Programs, on Midland College’s Kids’ College summer program for children ages 6-12.

Enrollment has grown steadily over the last three years, with June 2025 reaching 86% class capacity. Parent survey results show that 82.8% of families rated the program 5/5 and 15% rated the program 4/5, with no low ratings reported, reflecting strong satisfaction and demand for additional classes.

Program enhancements seen in 2025 included transitioning from a two-week block format to week-by-week scheduling for increased flexibility, daily schedules were reduced from three classes per day to two classes to limit transitions and minimize heat exposure, outdoor sports relocated to indoor gym facilities, “runner” positions were upgraded to Camp Counselors (minimum age 16), and assigned to classes as teacher assistants.

Classes include Arts & Crafts, Digital Arts, Language Arts, Life Skills, Sports, and STEM, with new 2025 offerings such as: Spanish, Math, Reading, Ninja Obstacle Course, Financial Literacy, STEM/STEAM partnerships, Ballroom Dancing, Wildlife Studies, Music/Maker programs, Safety & Preparedness, and Public Speaking.

Scholarships continue to be supported by Abell Hanger, Buddy Davidson Foundation, and general funds and are available on a limited basis.

2026 Program Details

Dates for 2026 will run June 1–25 (Mon–Thu, 1–5 p.m.) at a cost of \$120–\$180 per week. Registration opens after Spring Break

**Consent Agenda**

Mr. Oestmann made a motion to approve the consent agenda. Mr. Carrasco seconded the motion and the motion carried 8-0.

- A. Minutes of the Board Meeting on January 20, 2026
- B. Monthly Statements of Revenues and Expenses through January 31, 2026

**Presentation**

- A. Key Performance Indicators – Tom Glenn  
This item was tabled.
- B. Racial Profiling Report – Chief Borgstedte  
Chief Borgstedte reviewed the 2025 Racial Profiling Report.

## Action Items

### A. Midland County Hazard Mitigation

Jamie Jewett from Midland County Emergency Management came to the board seeking approval for the Midland County Hazard Mitigation Plan. Ms. Cowden made a motion to approve the mitigation plan. Mrs. Foreman seconded the motion and the motion was carried unanimously.

### B. Quarterly Investment Committee Report

This report comes as a recommendation approved by the Investment Committee earlier in the day so there was no requirement for a second. However, Mr. Carrasco made a motion to approve the report as presented.

### C. Instructure (Canvas) License

Mr. Oestmann made a motion to award a contract to Instructure to purchase Canvas Licenses for the campus in the amount of \$257,244.18. This vendor meets all the required specifications and purchase will be made through our Omnia Partner Cooperative. Mrs. Foreman seconded the motion which was approved unanimously.

### D. CMAR Vendor for Fire Suppression

Mr. Kidwell made a motion to pursue an agreement for CMAR services with McGough Construction. This vendor meets all the required specifications. Mr. Lynch seconded the motion and the motion passed unanimously.

### E. Local Policy Updates – BA-College District Governance, BAA- College District

Governance: Board Legal Status, BAAA-Board Legal Status: Powers, Duties, Responsibilities, BBE- Board Members: Authority, BD-Board Meetings, BGC- Administrative Organization: Councils and Faculty Senates, CDB-Accounting: Inventories, CL- Facilities Planning, CM-Facilities Construction, CRB- Technology Resources: Artificial Intelligence, CS-Information Security, DC- Employment Practices, DGBA-Personnel-Management Relations: Employee Grievances, DGC- Employee Rights and Privileges: Employee Expression and Use of College Facilities, DH- Employee Standards of Conduct, DHB- Employee Standards of Conduct: Child Abuse and Neglect Reporting, DJA-Assignment, Work Load, and Schedules: Telework, DM- Termination of Employment, EFAA-Instructional Programs and Courses: Academic Courses, EFB- Curriculum Design: Degrees and Certificates, EGA-Academic Achievement: Grading and Credit, FB- Admissions, FC-Registration and Attendance, FLA- Student Rights and Responsibilities: Student Expression and Use of College Facilities, FLB-Student Rights and Responsibilities: Student Conduct, FLBE- Student Conduct: Alcohol and Drug Use, FLD-Student Rights and Responsibilities: Student Complaints, GB- Public Complaints and Hearings, GD-Community Expression and Use of College Facilities

Ms. Cowden made a motion to approve proposed changes to the above listed Local Policies. Mr. Oestmann seconded the motion and the motion carried 8-0.

### F. New Administrative Contracts

Mr. Carrasco made a motion to approve the contracts for the following individuals in the positions shown. Notwithstanding said Board action, no contract of employment shall be or become in effect unless and until signed by the President, on behalf of the College, and by said employee and delivered to the President. Mr. Lynch seconded the motion which carried unanimously.

Lauren Callo  
Charles Roberts  
Gene White

Associate Vice President-Accounting Services  
Executive Director-Facilities  
Executive Director-Special Projects and  
Partnerships

G. Faculty Contracts

Mrs. Foreman made a motion to approve the contracts for the following faculty members listed below. Notwithstanding said Board action, no contract of employment shall be or become in effect unless and until signed by the President, on behalf of the College, and by said employee and delivered to the President. Mr. Oestmann seconded the motion which carried unanimously.

|                 |                                 |
|-----------------|---------------------------------|
| Anthony Cummins | Faculty-Automation              |
| Megan Gooding   | Faculty-History                 |
| Danievia Rolon  | Faculty-Health Sciences-WRTTC   |
| Daniel Rusert   | Faculty-Natural Gas Compression |

**Acknowledgement of Outgoing Board Member**

Chair Kiser took time to announce the retirement of Mr. Larry Lawrence effective March 5, 2026. His dedicated service since 2009 was thoughtful and deeply appreciated.

**President’s Updates**

A. Monthly Donation Report

Enclosed from January 13, 2026-February 5, 2026

B. Employment of Non-Contractual Full-Time Employees

For your information, Dr. Kennedy approved the full-time non-contractual employment of the following individuals in the positions shown.

|                     |                                 |
|---------------------|---------------------------------|
| Erica Castrillo     | Assistant Teacher-Pre-K Academy |
| Margarita Rezenenko | Coordinator AHEC                |
| Xsenia Salmon       | Specialist-Technical Services   |

For your information, Dr. Kennedy approved the full-time non-contractual employment changes of the following individual(s) to the position(s) shown.

|                     |                                       |
|---------------------|---------------------------------------|
| Ashley Bell         | Lead Dual Credit Advisor              |
| Courtney Fairchild  | Director of Compliance and Operations |
| Juan Gomez          | Pathways Advisor                      |
| Amy Webb            | Director of Dual Credit Services      |
| Kathryn Zimmerhanel | Registrar                             |

C. Resignations

For your information, the following resignations have been received and were approved from the following full-time employees who held the positions shown.

|                   |   |
|-------------------|---|
| Ida Jean Curiel   | Associate Director First Generation Initiatives |
| Priscilla Gomez   | Teacher/Lab Instructor HLGCC                    |
| Andres Hernandez  | Police Officer                                  |
| Jesus Machuca     | Groundskeeper I                                 |
| Timothy Roberts   | Faculty Automotive Technology                   |
| Linda Scott       | Police Officer                                  |
| Darian Villarreal | Coordinator Operations Chaparral Center         |

D. Board Annual Training Plan-2026

The 2026 Annual Training Plan was reviewed and discussed with the Board.

E. Upcoming Events – Next Board Meeting March 17<sup>th</sup>, 2026

**Executive Session**

At 5:01 p.m. the Board convened into Executive Session under the provision of Texas Government Code §551.072 (Real Property) and §551.071 (Consultation with Attorney). The Executive Session was not open to the public.

At 7:00 p.m. the Board convened into open session. No action was taken.

**Adjournment**

The Board adjourned at 7:01 p.m.

DATED AND APPROVED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

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CHAIRPERSON, BOARD OF TRUSTEES  
MIDLAND COMMUNITY COLLEGE TRUSTEES

ATTEST:

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SECRETARY, BOARD OF TRUSTEES  
MIDLAND COMMUNITY COLLEGE DISTRICT

**Special Meeting Minutes  
Board of Trustees  
Midland College  
March 2, 2026 10:00 am**

A special meeting of the Board of Trustees of Midland College was held March 2, 2026, beginning at 10:00 a.m. in the Gibson Board Room at 3600 N. Garfield Midland, TX 79705.

Chair Steve Kiser called the meeting to order at 10:00 a.m. Other members present included Mr. Scott Lynch, Mrs. Charlene McBride, Mr. Mike Oestmann, Mrs. Christine Foreman, Mr. Adrian Carrasco and Mr. Scott Kidwell. Mr. Larry Lawrence arrived at 10:12 a.m.

Those absent include Ms. Linda Cowden.

**Public Comments**

Mark Hanna, legal representative from Scott Douglass & McConnico and attorney for Permian Deep Rock and Midland-Petro encouraged the approval of the Board's action item.

**Executive Session**

The Board did not convene into Executive Session.

**Action Item**

- A. Consideration of the authorization of an offer of a proposed Surface Use Agreement and Oil and Gas Lease to Midland-Petro D.C. Partners, LLC and Permian Deep Rock Oil Company, LLC

Mr. Jad Davis, legal representative for Midland College Board of Trustees, recapped the agreements set before the Board. Mr. Carrasco made a motion to approve authorization of an offer of the proposed Surface Use Agreement and Oil and Gas Lease to Midland-Petro D.C. Partners, LLC and Permian Deep Rock Oil Company, LLC. Mr. Lawrence seconded the motion. The motion was carried unanimously.

**Adjournment**

The Board adjourned at 10:28 a.m.

DATED AND APPROVED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

\_\_\_\_\_  
CHAIRPERSON, BOARD OF TRUSTEES  
MIDLAND COMMUNITY COLLEGE TRUSTEES

ATTEST:

\_\_\_\_\_  
SECRETARY, BOARD OF TRUSTEES  
MIDLAND COMMUNITY COLLEGE DISTRICT

# PreK Academy at Midland College

## 2026 - 2027 School Calendar (Students)

| August '26 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| Su         | M  | Tu | W  | Th | F  | S  |
|            |    |    |    |    |    | 1  |
| 2          | 3  | 4  | 5  | 6  | 7  | 8  |
| 9          | 10 | 11 | 12 | 13 | 14 | 15 |
| 16         | 17 | 18 | 19 | 20 | 21 | 22 |
| 23         | 24 | 25 | 26 | 27 | 28 | 29 |
| 30         | 31 |    |    |    |    |    |

| September '26 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| Su            | M  | Tu | W  | Th | F  | S  |
|               |    | 1  | 2  | 3  | 4  | 5  |
| 6             | 7  | 8  | 9  | 10 | 11 | 12 |
| 13            | 14 | 15 | 16 | 17 | 18 | 19 |
| 20            | 21 | 22 | 23 | 24 | 25 | 26 |
| 27            | 28 | 29 | 30 |    |    |    |
|               |    |    |    |    |    |    |

| October '26 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| Su          | M  | Tu | W  | Th | F  | S  |
|             |    |    |    | 1  | 2  | 3  |
| 4           | 5  | 6  | 7  | 8  | 9  | 10 |
| 11          | 12 | 13 | 14 | 15 | 16 | 17 |
| 18          | 19 | 20 | 21 | 22 | 23 | 24 |
| 25          | 26 | 27 | 28 | 29 | 30 | 31 |
|             |    |    |    |    |    |    |

| November '26 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | S  |
| 1            | 2  | 3  | 4  | 5  | 6  | 7  |
| 8            | 9  | 10 | 11 | 12 | 13 | 14 |
| 15           | 16 | 17 | 18 | 19 | 20 | 21 |
| 22           | 23 | 24 | 25 | 26 | 27 | 28 |
| 29           | 30 |    |    |    |    |    |
|              |    |    |    |    |    |    |

| December '26 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | S  |
|              |    | 1  | 2  | 3  | 4  | 5  |
| 6            | 7  | 8  | 9  | 10 | 11 | 12 |
| 13           | 14 | 15 | 16 | 17 | 18 | 19 |
| 20           | 21 | 22 | 23 | 24 | 25 | 26 |
| 27           | 28 | 29 | 30 | 31 |    |    |
|              |    |    |    |    |    |    |

| January '27 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| Su          | M  | Tu | W  | Th | F  | S  |
|             |    |    |    |    | 1  | 2  |
| 3           | 4  | 5  | 6  | 7  | 8  | 9  |
| 10          | 11 | 12 | 13 | 14 | 15 | 16 |
| 17          | 18 | 19 | 20 | 21 | 22 | 23 |
| 24          | 25 | 26 | 27 | 28 | 29 | 30 |
| 31          |    |    |    |    |    |    |

| February '27 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | S  |
|              | 1  | 2  | 3  | 4  | 5  | 6  |
| 7            | 8  | 9  | 10 | 11 | 12 | 13 |
| 14           | 15 | 16 | 17 | 18 | 19 | 20 |
| 21           | 22 | 23 | 24 | 25 | 26 | 27 |
| 28           |    |    |    |    |    |    |
|              |    |    |    |    |    |    |

| March '27 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | S  |
|           | 1  | 2  | 3  | 4  | 5  | 6  |
| 7         | 8  | 9  | 10 | 11 | 12 | 13 |
| 14        | 15 | 16 | 17 | 18 | 19 | 20 |
| 21        | 22 | 23 | 24 | 25 | 26 | 27 |
| 28        | 29 | 30 | 31 |    |    |    |
|           |    |    |    |    |    |    |

| April '27 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | S  |
|           |    |    |    | 1  | 2  | 3  |
| 4         | 5  | 6  | 7  | 8  | 9  | 10 |
| 11        | 12 | 13 | 14 | 15 | 16 | 17 |
| 18        | 19 | 20 | 21 | 22 | 23 | 24 |
| 25        | 26 | 27 | 28 | 29 | 30 |    |
|           |    |    |    |    |    |    |

| May '27 |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| Su      | M  | Tu | W  | Th | F  | S  |
|         |    |    |    |    |    | 1  |
| 2       | 3  | 4  | 5  | 6  | 7  | 8  |
| 9       | 10 | 11 | 12 | 13 | 14 | 15 |
| 16      | 17 | 18 | 19 | 20 | 21 | 22 |
| 23      | 24 | 25 | 26 | 27 | 28 | 29 |
| 30      | 31 |    |    |    |    |    |

| June '27 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | S  |
|          |    | 1  | 2  | 3  | 4  | 5  |
| 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 27       | 28 | 29 | 30 |    |    |    |
|          |    |    |    |    |    |    |

| July '27 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | S  |
|          |    |    |    | 1  | 2  | 3  |
| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       | 26 | 27 | 28 | 29 | 30 | 31 |
|          |    |    |    |    |    |    |

Full Day 7:30-3:30 Mandatory Attendance

Holiday/School Closed

Half Day 7:30-12:00 Mandatory Attendance

Tuition Summer Care

Teacher Professional Development  
(No School)



# PreK Academy at Midland College

2026 - 2027 Work Calendar - 10 Month Employees - 08/03/2026 - 05/27/2027

| August '26 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| Su         | M  | Tu | W  | Th | F  | S  |
|            |    |    |    |    |    | 1  |
| 2          | 3  | 4  | 5  | 6  | 7  | 8  |
| 9          | 10 | 11 | 12 | 13 | 14 | 15 |
| 16         | 17 | 18 | 19 | 20 | 21 | 22 |
| 23         | 24 | 25 | 26 | 27 | 28 | 29 |
| 30         | 31 |    |    |    |    |    |

| September '26 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| Su            | M  | Tu | W  | Th | F  | S  |
|               |    | 1  | 2  | 3  | 4  | 5  |
| 6             | 7  | 8  | 9  | 10 | 11 | 12 |
| 13            | 14 | 15 | 16 | 17 | 18 | 19 |
| 20            | 21 | 22 | 23 | 24 | 25 | 26 |
| 27            | 28 | 29 | 30 |    |    |    |

| October '26 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| Su          | M  | Tu | W  | Th | F  | S  |
|             |    |    |    | 1  | 2  | 3  |
| 4           | 5  | 6  | 7  | 8  | 9  | 10 |
| 11          | 12 | 13 | 14 | 15 | 16 | 17 |
| 18          | 19 | 20 | 21 | 22 | 23 | 24 |
| 25          | 26 | 27 | 28 | 29 | 30 | 31 |

| November '26 |     |     |    |    |    |    |
|--------------|-----|-----|----|----|----|----|
| Su           | M   | Tu  | W  | Th | F  | S  |
| 1            | 2   | 3   | 4  | 5  | 6  | 7  |
| 8            | 9   | 10  | 11 | 12 | 13 | 14 |
| 15           | 16  | 17  | 18 | 19 | 20 | 21 |
| 22           | *23 | #24 | 25 | 26 | 27 | 28 |
| 29           | 30  |     |    |    |    |    |

| December '26 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | S  |
|              |    | 1  | 2  | 3  | 4  | 5  |
| 6            | 7  | 8  | 9  | 10 | 11 | 12 |
| 13           | 14 | 15 | 16 | 17 | 18 | 19 |
| 20           | 21 | 22 | 23 | 24 | 25 | 26 |
| 27           | 28 | 29 | 30 | 31 |    |    |

| January '27 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| Su          | M  | Tu | W  | Th | F  | S  |
|             |    |    |    |    | 1  | 2  |
| 3           | 4  | 5  | 6  | 7  | 8  | 9  |
| 10          | 11 | 12 | 13 | 14 | 15 | 16 |
| 17          | 18 | 19 | 20 | 21 | 22 | 23 |
| 24          | 25 | 26 | 27 | 28 | 29 | 30 |
| 31          |    |    |    |    |    |    |

| February '27 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | S  |
|              | 1  | 2  | 3  | 4  | 5  | 6  |
| 7            | 8  | 9  | 10 | 11 | 12 | 13 |
| 14           | 15 | 16 | 17 | 18 | 19 | 20 |
| 21           | 22 | 23 | 24 | 25 | 26 | 27 |
| 28           |    |    |    |    |    |    |

| March '27 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | S  |
|           | 1  | 2  | 3  | 4  | 5  | 6  |
| 7         | 8  | 9  | 10 | 11 | 12 | 13 |
| 14        | 15 | 16 | 17 | 18 | 19 | 20 |
| 21        | 22 | 23 | 24 | 25 | 26 | 27 |
| 28        | 29 | 30 | 31 |    |    |    |

| April '27 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | S  |
|           |    |    |    | 1  | 2  | 3  |
| 4         | 5  | 6  | 7  | 8  | 9  | 10 |
| 11        | 12 | 13 | 14 | 15 | 16 | 17 |
| 18        | 19 | 20 | 21 | 22 | 23 | 24 |
| 25        | 26 | 27 | 28 | 29 | 30 |    |

| May '27 |    |    |    |     |    |    |
|---------|----|----|----|-----|----|----|
| Su      | M  | Tu | W  | Th  | F  | S  |
|         |    |    |    |     |    | 1  |
| 2       | 3  | 4  | 5  | 6   | 7  | 8  |
| 9       | 10 | 11 | 12 | 13  | 14 | 15 |
| 16      | 17 | 18 | 19 | 20  | 21 | 22 |
| 23      | 24 | 25 | 26 | ^27 | 28 | 29 |
| 30      | 31 |    |    |     |    |    |

| June '27 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | S  |
|          |    | 1  | 2  | 3  | 4  | 5  |
| 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 27       | 28 | 29 | 30 |    |    |    |

| July '27 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | S  |
|          |    |    |    | 1  | 2  | 3  |
| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       | 26 | 27 | 28 | 29 | 30 | 31 |

-  School Closed/Holiday
-  Half Day, no students
-  Half Day with students
-  Full Day, with students
-  Full Day, 1/2 Day students
-  Full Day, no students

**Notes:**

1. \* Work December 17 (with kids) to trade out for November 23.
2. # Work full days February 12 & 19 to trade out for November 24. We will have parent conferences from 1-4pm. MC Thanksgiving Break starts 11/25 so the trade out will give us the full week.
3. ^ Work our regular half days May 14 & May 21 to trade out for May 27. The college will be closed on Fridays at this point.

# PreK Academy at Midland College

2026 - 2027 Work Calendar - 12 Month Employees - 08/03/2026 - 07/29/2027

| August '26 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| Su         | M  | Tu | W  | Th | F  | S  |
|            |    |    |    |    |    | 1  |
| 2          | 3  | 4  | 5  | 6  | 7  | 8  |
| 9          | 10 | 11 | 12 | 13 | 14 | 15 |
| 16         | 17 | 18 | 19 | 20 | 21 | 22 |
| 23         | 24 | 25 | 26 | 27 | 28 | 29 |
| 30         | 31 |    |    |    |    |    |

| September '26 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| Su            | M  | Tu | W  | Th | F  | S  |
|               |    | 1  | 2  | 3  | 4  | 5  |
| 6             | 7  | 8  | 9  | 10 | 11 | 12 |
| 13            | 14 | 15 | 16 | 17 | 18 | 19 |
| 20            | 21 | 22 | 23 | 24 | 25 | 26 |
| 27            | 28 | 29 | 30 |    |    |    |
|               |    |    |    |    |    |    |

| October '26 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| Su          | M  | Tu | W  | Th | F  | S  |
|             |    |    |    | 1  | 2  | 3  |
| 4           | 5  | 6  | 7  | 8  | 9  | 10 |
| 11          | 12 | 13 | 14 | 15 | 16 | 17 |
| 18          | 19 | 20 | 21 | 22 | 23 | 24 |
| 25          | 26 | 27 | 28 | 29 | 30 | 31 |
|             |    |    |    |    |    |    |

| November '26 |     |     |    |    |    |    |
|--------------|-----|-----|----|----|----|----|
| Su           | M   | Tu  | W  | Th | F  | S  |
| 1            | 2   | 3   | 4  | 5  | 6  | 7  |
| 8            | 9   | 10  | 11 | 12 | 13 | 14 |
| 15           | 16  | 17  | 18 | 19 | 20 | 21 |
| 22           | *23 | #24 | 25 | 26 | 27 | 28 |
| 29           | 30  |     |    |    |    |    |
|              |     |     |    |    |    |    |

| December '26 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | S  |
|              |    | 1  | 2  | 3  | 4  | 5  |
| 6            | 7  | 8  | 9  | 10 | 11 | 12 |
| 13           | 14 | 15 | 16 | 17 | 18 | 19 |
| 20           | 21 | 22 | 23 | 24 | 25 | 26 |
| 27           | 28 | 29 | 30 | 31 |    |    |
|              |    |    |    |    |    |    |

| January '27 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| Su          | M  | Tu | W  | Th | F  | S  |
|             |    |    |    |    | 1  | 2  |
| 3           | 4  | 5  | 6  | 7  | 8  | 9  |
| 10          | 11 | 12 | 13 | 14 | 15 | 16 |
| 17          | 18 | 19 | 20 | 21 | 22 | 23 |
| 24          | 25 | 26 | 27 | 28 | 29 | 30 |
| 31          |    |    |    |    |    |    |

| February '27 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | S  |
|              | 1  | 2  | 3  | 4  | 5  | 6  |
| 7            | 8  | 9  | 10 | 11 | 12 | 13 |
| 14           | 15 | 16 | 17 | 18 | 19 | 20 |
| 21           | 22 | 23 | 24 | 25 | 26 | 27 |
| 28           |    |    |    |    |    |    |
|              |    |    |    |    |    |    |

| March '27 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | S  |
|           | 1  | 2  | 3  | 4  | 5  | 6  |
| 7         | 8  | 9  | 10 | 11 | 12 | 13 |
| 14        | 15 | 16 | 17 | 18 | 19 | 20 |
| 21        | 22 | 23 | 24 | 25 | 26 | 27 |
| 28        | 29 | 30 | 31 |    |    |    |
|           |    |    |    |    |    |    |

| April '27 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | S  |
|           |    |    |    | 1  | 2  | 3  |
| 4         | 5  | 6  | 7  | 8  | 9  | 10 |
| 11        | 12 | 13 | 14 | 15 | 16 | 17 |
| 18        | 19 | 20 | 21 | 22 | 23 | 24 |
| 25        | 26 | 27 | 28 | 29 | 30 |    |
|           |    |    |    |    |    |    |

| May '27 |    |    |    |     |    |    |
|---------|----|----|----|-----|----|----|
| Su      | M  | Tu | W  | Th  | F  | S  |
|         |    |    |    |     |    | 1  |
| 2       | 3  | 4  | 5  | 6   | 7  | 8  |
| 9       | 10 | 11 | 12 | 13  | 14 | 15 |
| 16      | 17 | 18 | 19 | 20  | 21 | 22 |
| 23      | 24 | 25 | 26 | ^27 | 28 | 29 |
| 30      | 31 |    |    |     |    |    |

| June '27 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | S  |
|          |    | 1  | 2  | 3  | 4  | 5  |
| 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 27       | 28 | 29 | 30 |    |    |    |
|          |    |    |    |    |    |    |

| July '27 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | S  |
|          |    |    |    | 1  | 2  | 3  |
| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       | 26 | 27 | 28 | 29 | 30 | 31 |
|          |    |    |    |    |    |    |

-  School Closed/ Holidays
-  Half Day, no students
-  Half Day with students
-  Full Day with students
-  Full Day work, 1/2 Day students
-  Full Day, no students

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# Midland College

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## M e m o

**TO:** Dr. Damon Kennedy, President 

**FROM:** Dr. Michael Dixon, Provost *MD*

**SUBJECT:** Request to Serve Alcoholic Beverages

**DATE:** March 3, 2026

Please let this memo serve as a request to serve alcoholic beverages at the Cinco de Mahjong event to be held on May 7, 2026, at 5:30 PM at the Carrasco Room inside the Scharbauer Student Center.

**Midland College**  
**Comparative Year-To-Date Operating Revenues**  
**February 28, 2026**  
(50% of Year Completed) Unaudited

| Source of Funds                         | Fiscal Year 2024-2025 |                      |                  | Fiscal Year 2025-2026 |                      |                  |
|---|-----------------------|----------------------|------------------|-----------------------|----------------------|------------------|
|   | Total Received        | Actual thru February | Percent Received | Original Budget       | Actual thru February | Percent Received |
| State Appropriation                     | 11,731,083            | 8,858,517            | 75.51%           | 10,059,226            | 5,112,047            | 50.82%           |
| Ad Valorem Taxes                        | 43,127,550            | 32,540,554           | 75.45%           | 45,748,517            | 44,639,772           | 97.58%           |
| Tuition and Fees                        | 10,763,428            | 8,341,958            | 77.50%           | 11,854,813            | 9,871,580            | 83.27%           |
| Other Income                            | 6,387,071             | 3,854,863            | 60.35%           | 5,048,275             | 2,589,977            | 51.30%           |
| Auxiliary                               | 1,211,830             | 956,584              | 78.94%           | 1,355,500             | 1,180,801            | 87.11%           |
| <b>Total Unrestricted and Auxiliary</b> | <b>73,220,962</b>     | <b>54,552,476</b>    | <b>74.50%</b>    | <b>74,066,331</b>     | <b>63,394,177</b>    | <b>85.59%</b>    |
| Restricted Funds                        | 23,263,908            | 11,358,920           | 48.83%           | 14,485,653            | 8,885,797            | 61.34%           |
| <b>Total Revenue</b>                    | <b>96,484,870</b>     | <b>65,911,396</b>    | <b>68.31%</b>    | <b>88,551,984</b>     | <b>72,279,974</b>    | <b>81.62%</b>    |

**Midland College**  
**Comparative Year-To-Date Operating Expenses**  
**February 28, 2026**  
(50% of Year Completed) Unaudited

|   | Fiscal Year 2024-2025 |                         |                     | Fiscal Year 2025-2026 |                         |                     |
|---|-----------------------|-------------------------|---------------------|-----------------------|-------------------------|---------------------|
|   | Total Expended        | Actual thru<br>February | Percent<br>Expended | Original<br>Budget    | Actual thru<br>February | Percent<br>Expended |
| Instruction                             | 20,261,148            | 9,764,180               | 48.19%              | 22,001,683            | 10,195,569              | 46.34%              |
| Public Service/Extension                | 4,283,332             | 1,830,366               | 42.73%              | 4,670,362             | 2,188,856               | 46.87%              |
| Academic Support                        | 7,420,744             | 3,486,510               | 46.98%              | 8,351,451             | 3,486,887               | 41.75%              |
| Student Services                        | 5,296,080             | 2,434,509               | 45.97%              | 5,819,650             | 2,521,499               | 43.33%              |
| Institutional Expense                   | 13,023,339            | 5,899,668               | 45.30%              | 14,789,126            | 6,955,197               | 47.03%              |
| Physical Plant                          | 13,427,252            | 4,727,128               | 35.21%              | 11,417,632            | 8,046,160 *             | 70.47%              |
| Auxiliary                               | 5,213,201             | 2,893,202               | 55.50%              | 5,371,177             | 3,332,840               | 62.05%              |
| Transfers                               | 3,820,193             | 686,001                 | 17.96%              | 1,645,250             | 773,311                 | 47.00%              |
| <b>Total Unrestricted and Auxiliary</b> | <b>72,745,289</b>     | <b>31,721,564</b>       | 43.61%              | <b>74,066,331</b>     | <b>37,500,319</b>       | <b>50.63%</b>       |
| Restricted Funds                        | 24,182,716            | 17,274,002              | 71.43%              | 14,485,653            | 16,072,768              | 110.96%             |
| <b>Total Current Fund Expenses</b>      | <b>96,928,005</b>     | <b>48,995,566</b>       | <b>50.55%</b>       | <b>88,551,984</b>     | <b>53,573,087</b>       | <b>60.50%</b>       |

\* See Dorm Project Expenditure Report

**Midland College**  
**Comparative Year-To-Date Operating Expenses**  
**By Natural Expense Classification**  
**Unrestricted and Auxiliary Funds Only**  
**February 28, 2026**  
(50% of Year Completed) Unaudited

|  | Fiscal Year 2024-2025 |                         |                     | Fiscal Year 2025-2026 |                         |                     |
|--|-----------------------|-------------------------|---------------------|-----------------------|-------------------------|---------------------|
|  | Total Expended        | Actual thru<br>February | Percent<br>Expended | Amended<br>Budget     | Actual thru<br>February | Percent<br>Expended |
| <b>Salaries &amp; Benefits</b>                         |                       |                         |                     |                       |                         |                     |
| Non-Faculty Salary-FT                                  | 19,200,022            | 8,597,617               | 44.78%              | 21,887,719            | 9,687,183               | 44.26%              |
| Non-Faculty Salary-PT                                  | 1,171,513             | 530,339                 | 45.27%              | 1,655,548             | 424,978                 | 25.67%              |
| Faculty & Lab Salaries-FT                              | 11,454,248            | 5,666,525               | 49.47%              | 12,954,407            | 6,176,099               | 47.68%              |
| Faculty & Lab Salaries-PT                              | 4,304,995             | 1,706,191               | 39.63%              | 3,832,442             | 1,747,529               | 45.60%              |
| Staff Benefits   | 8,554,036             | 4,155,255               | 48.58%              | 8,779,554             | 4,667,342               | 53.16%              |
| <b>Subtotal Salaries &amp; Benefits</b>                | <b>44,684,814</b>     | <b>20,655,927</b>       | <b>46.23%</b>       | <b>49,109,670</b>     | <b>22,703,130</b>       | <b>46.23%</b>       |
| <b>Contracted Services</b>                             | 5,618,388             | 2,771,084               | 49.32%              | 3,851,813             | 2,062,956               | 53.56%              |
| <b>Utilities</b>                                       | 1,806,358             | 602,849                 | 33.37%              | 1,945,400             | 817,440                 | 42.02%              |
| <b>Supplies and Consumables</b>                        | 1,805,374             | 831,969                 | 46.08%              | 2,047,170             | 718,373                 | 35.09%              |
| <b>Other Operating</b>                                 | 8,443,999             | 4,477,770               | 53.03%              | 12,055,500            | 5,096,743               | 42.28%              |
| <b>Travel &amp; Professional Development</b>           | 610,983               | 286,482                 | 46.89%              | 829,727               | 168,750                 | 20.34%              |
| <b>Equipment and Capital Outlay</b>                    | 4,642,766             | 193,617                 | 4.17%               | 1,036,933             | 3,959,230 *             | 381.82%             |
| <b>Scholarships &amp; Financial Aid (Unrestricted)</b> | 1,312,414             | 1,215,865               | 92.64%              | 1,544,868             | 1,200,386               | 77.70%              |
| <b>Debt Covenant and Other Transfers</b>               | 3,820,193             | 686,001                 | 17.96%              | 1,645,250             | 773,311                 | 47.00%              |
| <b>Total Unrestricted and Auxiliary</b>                | <b>72,745,289</b>     | <b>31,721,564</b>       | <b>43.61%</b>       | <b>74,066,331</b>     | <b>37,500,319</b>       | <b>50.63%</b>       |

\* See Dorm Project Expenditure Report

**Midland College**  
**Approved Projects from Net Position Reported in Operating Expenses**  
**February 28, 2026**  
(50% of Year Completed) Unaudited

|                                | <b>Fiscal Year 2025-2026</b> |                             |                                 |                             |
|--------------------------------|------------------------------|-----------------------------|---------------------------------|-----------------------------|
|                                | <u>Original<br/>Approved</u> | <u>2024-2025<br/>Actual</u> | <u>Actual thru<br/>February</u> | <u>Percent<br/>Expended</u> |
| <b>Dorm Renovation Project</b> |                              |                             |                                 |                             |
| Reported within                |                              |                             |                                 |                             |
| Physical Plant /               | 10,430,154                   | 2,810,910                   | 3,867,953 *                     | 64.03%                      |
| Equipment & Capital Outlay     |                              |                             |                                 |                             |

APPROPRIATIONS AND REVENUE SOURCES  
INVESTMENTS

CAK  
(LOCAL)

**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, including bond proceeds and pledged revenue to the extent allowed by law, 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.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market 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.
9. Public funds investment pools as permitted by Government Code 2256.016.
10. Cash management and fixed income funds as permitted by Government Code 2256.020.
11. Negotiable certificates of deposit as permitted by Government Code 2256.020.
12. Corporate bonds, debentures, or similar debt obligations as permitted by Government Code 2256.020.

APPROPRIATIONS AND REVENUE SOURCES  
INVESTMENTS

CAK  
(LOCAL)

|                                  |  |
|----------------------------------|--|
| <b>Safety</b>                    | <p>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.</p>                                 |
| <b>Investment Management</b>     | <p>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.</p>  |
| <b>Liquidity and Maturity</b>    | <p>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.</p> <p>The College District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.</p>  |
| <b>Diversity</b>                 | <p>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.</p>  |
| <b>Monitoring Market Prices</b>  | <p>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 quarterly more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.</p> |
| <b>Monitoring Rating Changes</b> | <p>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.</p>   |

APPROPRIATIONS AND REVENUE SOURCES  
INVESTMENTS

CAK  
(LOCAL)

|                                |   |
|--------------------------------|---|
| <b>Funds / Strategies</b>      | 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.  |
| Custodial Funds                | Investment strategies for custodial 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.  |
| <b>Safekeeping and Custody</b> | 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.  |
| <b>Sellers of Investments</b>  | <p>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.</p> <p>Representatives of brokers/dealers and representatives with distributors of investment pools 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). Distributors of investment pools shall also be registered in good standing with the Municipal Securities Rulemaking Board (MSRB).</p> |

APPROPRIATIONS AND REVENUE SOURCES  
INVESTMENTS

CAK  
(LOCAL)

**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.

**Internal Controls**

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.
4. Clear delegation of authority.
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.

**Annual Review**

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.

**Annual Audit**

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.



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# Midland College

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**Tuition and Fees Recommendation  
Regular Board Meeting March 17, 2026  
Consideration of Approval of Tuition and Fees for 2026-2027**

## **RECOMMENDATION**

Midland College is not recommending any changes or increases to Tuition and General Fees in accordance with Governor Abbott's Tuition and Fee freeze request, with the exception of the THECB FAST rate for Dual Credit.

The administration recommends that the Board of Trustees approve proposed laboratory fees and special charges for 2026-2027 academic year. We have notated laboratory fees and special charges changes to charges for current programs have been highlighted in yellow.

## **ATTACHMENTS**

Tuition and General Fees  
Laboratory Fees and Special Charges

### 2026-2027 Tuition & Fee Rates (per SCH) Recommendation

|                                       | In-District               |                               | Out-of-District           |                               | Non-Resident              |                               |
|---------------------------------------|---------------------------|-------------------------------|---------------------------|-------------------------------|---------------------------|-------------------------------|
|                                       | Current<br>2025-2026 Rate | Recommended<br>2026-2027 Rate | Current<br>2025-2026 Rate | Recommended<br>2026-2027 Rate | Current<br>2025-2026 Rate | Recommended<br>2026-2027 Rate |
| <b>Lower Level</b>                    | \$ 73                     | \$ 73                         | \$ 131                    | \$ 131                        | \$ 173                    | \$ 173                        |
| <b>Upper Level</b>                    | \$ 116                    | \$ 116                        | \$ 168                    | \$ 168                        | \$ 212                    | \$ 212                        |
| <b>Dual Credit <sup>(1)</sup></b>     | \$ 58.52                  | \$ 60.10                      | \$ 58.52                  | \$ 60.10                      | \$ 58.52                  | \$ 60.10                      |
| <b>General Use Fee <sup>(2)</sup></b> | \$ 33                     | \$ 33                         | \$ 33                     | \$ 33                         | \$ 33                     | \$ 33                         |

(1) \$60.10 rate is the estimated rate approved for the FAST program next year.

(2)The General Use Fee is waived for Dual Credit Students.

### Tuition & Fee Rates (per SCH) 5-Year History

|                                       | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 As<br>Recommended |
|---------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------------------------|
| <b>Lower Level</b>                    |           |           |           |           |           |                             |
| <b>In-District</b>                    | \$ 68     | \$ 69     | \$ 71     | \$ 73     | \$ 73     | \$ 73                       |
| <b>Out-of-District</b>                | \$ 124    | \$ 125    | \$ 129    | \$ 131    | \$ 131    | \$ 131                      |
| <b>Non-Resident</b>                   | \$ 166    | \$ 167    | \$ 171    | \$ 173    | \$ 173    | \$ 173                      |
| <b>Upper Level</b>                    |           |           |           |           |           |                             |
| <b>In-District</b>                    | \$ 114    | \$ 114    | \$ 114    | \$ 116    | \$ 116    | \$ 116                      |
| <b>Out-of-District</b>                | \$ 166    | \$ 166    | \$ 166    | \$ 168    | \$ 168    | \$ 168                      |
| <b>Non-Resident</b>                   | \$ 210    | \$ 210    | \$ 210    | \$ 212    | \$ 212    | \$ 212                      |
| <b>Dual Credit <sup>(1)</sup></b>     |           |           |           |           |           |                             |
| <b>In-District</b>                    | \$ 68     | \$ 69     | \$ 71     | \$ 56.25  | \$ 58.52  | \$ 60.10                    |
| <b>Out-of-District</b>                | \$ 78     | \$ 79     | \$ 81     | \$ 56.25  | \$ 58.52  | \$ 60.10                    |
| <b>Non-Resident</b>                   | \$ 78     | \$ 79     | \$ 81     | \$ 56.25  | \$ 58.52  | \$ 60.10                    |
| <b>General Use Fee <sup>(2)</sup></b> | \$ 30     | \$ 30     | \$ 30     | \$ 33     | \$ 33     | \$ 33                       |

(1) \$60.10 rate is the estimated rate approved for the FAST program next year.

(2)The General Use Fee is waived for Dual Credit Students.

## Laboratory Fees

|   |   | 2026-2027           | 2025-2026          |
|---|---|---------------------|--------------------|
|   |   | Proposed Fee Amount | Current Fee Amount |
| Accounting                                  | ACNT 1403   | \$24.00             | \$24.00            |
| Air Conditioning, Heating and Refrigeration | All HART courses  | \$48.00             | \$48.00            |
| Arts  | ARTS 1311, ARTS 1312, ARTS 1316, ARTS 1317, ARTS 2311, ARTS 2326, ARTS 2333   | \$36.00             | \$36.00            |
| Arts  | ARTS 2316, ARTS 2317, ARTS 2323, ARTS 2366  | \$18.00             | \$18.00            |
| Arts  | ARTS 2341, ARTS 2346, ARTS 2347, ARTS 2348, ARTS 2356, ARTS 2357  | \$48.00             | \$48.00            |
| Automation                                  | All CETT, ENER, INMT, INTC and PTRT courses   | \$30.00             | \$30.00            |
| Automotive Technology                       | All AUMT courses  | \$30.00             | \$30.00            |
| Automotive Technology                       | ABDR 1431, ABDR 1458  | \$48.00             | \$48.00            |
| Automotive Technology                       | AUMT 2321 (In addition to the \$30.00 lab fee listed above.)  | \$35.00             | \$35.00            |
| Automotive Technology                       | ABDR 2449   | \$72.00             | \$72.00            |
| Aviation Maintenance                        | All AERM lab classes per credit hour  | \$24.00             | \$24.00            |
| Biology                                     | All courses except BIOL 1322  | \$35.00             | \$35.00            |
| Business Computer Applications              | BCIS 1305   | \$40.00             | \$40.00            |
| Chemistry                                   | All courses except CHEM 2289  | \$35.00             | \$35.00            |
| Communication                               | COMM 1318   | \$48.00             | \$48.00            |
| Computer-Aided Drafting and Design          | All DFTG lab courses and SRVY 2309 except DFTG  | \$24.00             | \$24.00            |
| Computer-Aided Drafting and Design          | DFTG 2319, DFTG 2338, DFTG 2340   | \$48.00             | \$48.00            |
| Computer Programming                        | BCIS 1305, ITSC 1305, ITSC 1315, ITSC 1407, ITSC 2370, ITSE 1345, ITSE 2313, ITSE 2345, ITSE 2356   | \$40.00             | \$40.00            |
| Computer Programming                        | COSC 1436, COSC 1437, COSC 2336   | \$24.00             | \$24.00            |
| Cosmetology                                 | All courses   | \$35.00             | \$24.00            |
| Diesel Technology                           | All DEMR and HEMR courses   | \$30.00             | \$30.00            |
| Drama                                       | DRAM 1120, DRAM 1121, DRAM 2120, DRAM 2121, DRAM 2336, DRAM 2366  | \$12.00             | \$12.00            |
| Emergency Medical Services                  | EMSP 1356, EMSP 1438, EMSP 1455, EMSP 1501, EMSP 2135, EMSP 2243, EMSP 2434, EMSP 2444  | \$24.00             | \$24.00            |
| Environmental Science                       | All courses   | \$35.00             | \$35.00            |
| Fire Science Technology                     | FIRS 1323, FIRS 1433  | \$48.00             | \$48.00            |
| Fire Science Technology                     | FIRS 1313, FIRS 1319, FIRS 1329, FIRS 1407  | \$24.00             | \$24.00            |
| Fire Science Technology                     | FIRS 1301   | \$300.00            | \$300.00           |
| French                                      | All courses   | \$4.00              | \$4.00             |
| Geology                                     | All courses except GEOL 2289  | \$35.00             | \$35.00            |
| German                                      | All courses   | \$4.00              | \$4.00             |
| Information Technology                      | CPMT 1345, CPMT 1351, ITCC 1314, ITCC 1344, ITCC 2320, INTW 1308, ITNW 1309, ITNW 1313, ITNW 1325, ITNW 1354, ITNW 1358, ITNW 2312, ITNW 2313, ITSC 1316, ITSE 1302, ITSY (all courses) | \$40.00             | \$40.00            |
| Information Technology                      | ITSC 1301, ITSC 1325  | \$20.00             | \$20.00            |
| Kinesiology/Physical Education              | KINE 1105, KINE 1164, KINE 2105   | \$5.00              | \$5.00             |
| Mathematics                                 | MATH 0232, MATH 0242, MATH 0324, MATH 0381, MATH 0414, MATH 0482  | \$25.00             | \$25.00            |
| Music                                       | MUEN – All courses  | \$24.00             | \$24.00            |
| Natural Gas Compression                     | All DEMR, HEMR, and PTRT courses  | \$30.00             | \$30.00            |
| Nursing – Registered                        | RNSG 1215, RNSG 1341, RNSG 1412, RNSG 1413, RNSG 1443, , RNSG 2331  | \$24.00             | \$24.00            |
| Nursing – Registered                        | RNSG 1105, RNSG 1160 (pending BON approval)   | \$48.00             | \$48.00            |
| Nursing – Vocational                        | HPRS 2200, VNSG 1234, VNSG 1323   | \$48.00             | \$48.00            |

**Laboratory Fees****2026-2027**  
**Proposed Fee Amount****2025-2026**  
**Current Fee Amount**

|                             |  | <b>2026-2027</b><br><b>Proposed Fee Amount</b> | <b>2025-2026</b><br><b>Current Fee Amount</b> |
|-----------------------------|--|--|---|
| Office Systems Technology   | IMED 1316, ITSC 1309, ITSC 2321, ITSW 1301 – ITSW 1310, ITSW 2434, POFI 2340, POFT 1325, POFT 2432 | \$40.00  | \$40.00                                       |
| Petroleum Energy Technology | CETT 1302, all ELMT, ENER, INMT, INTC, PTRT courses  | \$30.00  | \$30.00                                       |
| Physics                     | All courses  | \$35.00  | \$35.00                                       |
| Radiologic Technology       | RADR 1313, RADR 2301, RADR 2305, RADR 2331, RADR 2335  | \$24.00  | \$24.00                                       |
| Respiratory Care            | RSPT 1371, RSPT 1410, RSPT 1411, RSPT 2230, RSPT 2353, RSPT 2358, RSPT 2414                        | \$24.00  | \$24.00                                       |
| Sonography                  | DMSO 1101, DMSO 1251, DMSP 1341, DMSO 1342, DMSO 2242, DMSO 2305, DSVT 1300, DSVT 23.00            | \$24.00  | \$24.00                                       |
| Spanish                     | All Spanish courses  | \$4.00   | \$4.00  |
| Welding Technology          | All WLDG courses   | \$96.00  | \$96.00                                       |

## Special Course Fees

**2026-2027**  
**Proposed Fee Amount**

**2025-2026**  
**Current Fee Amount**

|  |   | 2026-2027<br>Proposed Fee Amount | 2025-2026<br>Current Fee Amount |
|--|---|----------------------------------|---------------------------------|
| Air Conditioning, Heating and Refrigeration Technology | Exit Exam – Industry Competency Exam (ICE) required for A.A.S. degree and Air Conditioning, Heating and Refrigeration certification | \$30.00                          | \$30.00                         |
| Behavioral Health                                      | Clinical Compliance – CastleBranch – PMHS 1305, PMHS 2266, PMHS 2367  | \$36.79                          | \$33.80                         |
| Child Care and Development                             | TECA 1303, TECA 1354  | \$25.00                          | \$25.00                         |
| Credit by Departmental Examination                     |   | \$50.00                          | \$50.00                         |
| CLEP Examination                                       |   | \$105.00                         | \$105.00                        |
| Correspondence Test Fee                                |   | \$20.00                          | \$20.00                         |
| Emergency Medical Services                             | Clinical scheduling fee for EMSP 1160   | \$30.00                          | \$30.00                         |
| Emergency Medical Services                             | EMSP 2135   | \$25.00                          | \$25.00                         |
| Emergency Medical Services                             | Clinical scheduling fee for EMSP 2164   | \$138.00                         | \$138.00                        |
| English as a Second Language                           | All ESL courses   | \$8.00                           | \$8.00                          |
| Excessive Remediation Fee Per Hour                     | Charge for certain courses after 18 previous hours  | \$50.00                          | \$50.00                         |
| Excessive Repeat Fee Per Hour                          | Charge for repeating certain courses three or more times  | \$50.00                          | \$50.00                         |
| Identification Card Replacement Fee                    |   | \$25.00                          | \$25.00                         |
| Information Technology                                 | ITSC 1301, ITSC 1325  | \$40.00                          | \$40.00                         |
| Installment Payment Plan Online                        |   | \$35.00                          | \$35.00                         |
| Liability Insurance*                                   |   | \$17.00                          | \$17.00                         |
| Late Registration Fee                                  | First class day through census day  | \$50.00                          | \$50.00                         |
| Late Registration Fee                                  | After census day (per hour)   | \$50.00                          | \$50.00                         |
| Music  | Private instruction fee (MUAP)  | \$150.00                         | \$150.00                        |
| Nursing – Registered                                   | Nursing Skills Kit – RNSG 1105, RNSG 1160 (pending Board of Nursing approval)   | \$350.00                         | \$350.00                        |
| Nursing – Registered                                   | ATI Fee – Charged per semester per student (Fall and Spring)  | \$1,075.00                       | \$885.00                        |
| Nursing – Registered                                   | Clinical Compliance- CastleBranch – RNSG 1160, RNSG 1161, RNSG 1162, RNSG 1360, RNSG 2260, RNSG 2362, RNSG 2363                     | \$36.79                          | \$33.80                         |
| Nursing – Registered                                   | Trajecsys Electronic Clinical Recordkeeping Management System – RNSG 1160 (pending Board of Nursing approval)                       | \$95.00                          | \$0.00                          |
| Nursing - Registered                                   | Trajecsys Electronic Clinical Recordkeeping Management System – RNSG 1162   | \$145.00                         | \$0.00                          |
| Nursing – Vocational                                   | Nursing Skills Kit – VNSG 1323  | \$400.00                         | \$400.00                        |
| Nursing – Vocational                                   | ATI Fee – VNSG 1260, VNSG 1361, VNSG 2363   | \$918.00                         | \$767.00                        |
| Nursing – Vocational                                   | Clinical Compliance – CastleBranch – VNSG 1260, VNSG 1361, VNSG 2363  | \$36.79                          | \$33.80                         |
| Nursing – Vocational                                   | Trajecsys Electronic Clinical Recordkeeping Management System – VNSG 1260   | \$95.00                          | \$0.00                          |
| Paralegal  | LGLA 2331 course fee  | \$84.00                          | \$84.00                         |
| Parking Replacement Sticker or Additional Vehicle      |   | \$1.00                           | \$1.00                          |
| Parking Fines  |   | 10.00 – 50.00                    | 10.00 – 50.01                   |
| Radiologic Technology                                  | One-time fee charged in RADR 1266 for Electronic Clinical Recordkeeping Management System. Used in all clinical courses.            | \$150.00                         | \$150.00                        |
| Radiologic Technology                                  | Radiographic Training and Preparation for licensing examination in RADR 1311  | \$220.00                         | \$220.00                        |
| Radiologic Technology                                  | Anatomic markers required for radiographic imaging in RADR 1309   | \$30.00                          | \$30.00                         |
| Radiologic Technology                                  | Dosimetry monitors required for clinical preparation charged in RADR 1260 and RADR 2366   | \$70.00                          | \$70.00                         |
| Radiologic Technology                                  | Clinical Compliance Charge for RADR 1260  | \$150.00                         | \$150.00                        |

### Special Course Fees

|                  |  | 2026-2027           | 2025-2026          |
|------------------|--|---------------------|--------------------|
|                  |  | Proposed Fee Amount | Current Fee Amount |
| Respiratory Care | Mock Licensing Examination Test – RSPT 2362  | \$50.00             | \$50.00            |
| Respiratory Care | Mock Licensing Examination Test – RSPT 2230  | \$100.00            | \$100.00           |
| Respiratory Care | Clinical Simulation Mock Licensing Examination Testing – RSPT 2363   | \$70.00             | \$70.00            |
| Respiratory Care | American Heart Association Fee and Certification Fee for ACLS Licensing – RSPT 2139  | \$203.00            | \$199.00           |
| Respiratory Care | Trajecsys Electronic Clinical Recordkeeping Management System – RSPT 1260  | \$150.00            | \$150.00           |
| Respiratory Care | Simulation Fee – RSPT 2362   | \$149.00            | \$149.00           |
| Respiratory Care | \$500.00 charge for One Vision Course material embedded in all courses and a 2-day Licensing Exam Review – This fee is broken down among the following classes: RSPT 1371 and RSPT 1410. | \$250.00            | \$250.00           |
| Respiratory Care | Neonatal Resuscitation Fee – RSPT 2353   | \$55.00             | \$55.00            |
| Respiratory Care | CastleBranch: Background Check and Drug Screen – RSPT 1260   | \$82.00             | \$82.00            |
| Returned Check   |  | 10.00/25.00         | 10.00/25.00        |
| Sonography       | Clinical Compliance – CastleBranch and CPR – DMSO 1101   | \$105.00            | \$105.00           |
| Sonography       | Trajecsys Electronic Clinical Recordkeeping Management System – DMSO 1266  | \$150.00            | \$150.00           |
| Sonography       | StudyCast Imaging Archiving System – DMSO 1101, DMSO 1266, DMSO 1267, DSVT 1264, DSVT 1265   | \$80.00             | \$80.00            |
| Sonography       | Course Materials – DMSO 1341, DMSP 2305  | \$145.00            | \$145.00           |
| Sonography       | Mock Examination Testing – DMSO 1342   | \$45.00             | \$45.00            |
| Sonography       | Mock Examination Testing – DMSO 2130   | \$140.00            | \$140.00           |
| Sonography       | Course Materials – DSVT 1300   | \$130.00            | \$130.00           |
| Transcript Fee   | In Person  | No fee              | No Fee             |
|                  | Online – varies by delivery mode   | 5.00 – 50.00        | 5.00 – 50.00       |
| TSI Fee          | IRWD 0381 and IRWD 0480  | \$29.00             | \$29.00            |



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# Midland College

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**Room and Board Recommendation**  
**Regular Board Meeting March 17, 2026**  
**Consideration of Approval of Room and Board for 2026-2027**

## **RECOMMENDATION**

Additionally, the administration is recommending changes in Room and Board changes. With significant upgrades in O'Shaughnessy Hall, administration believes the increase is in line with the upgrades and improvements. The Meal Plan increases are result of contractual increases in charges for meal services from our contract services provider over the past two years.

## **ATTACHMENTS**

Room and Board Fee Schedule

# 2026-2027 Room and Board Recommendation

## O'Shaughnessy Resident Hall

| Term     | Original Rate | Proposed Rate | Dollar Increase |
|----------|---------------|---------------|-----------------|
| Semester | \$1,200       | \$1,500       | \$300           |
| 8-Week   | \$600         | \$750         | \$150           |
| Summer   | \$528         | \$660         | \$132           |
| May Mini | \$264         | \$330         | \$66            |

## Daniel & Craddock Resident Halls

| Term     | Original Rate | Proposed Rate | Dollar Increase |
|----------|---------------|---------------|-----------------|
| Semester | \$1,200       | \$1,200       | \$0             |
| 8-Week   | \$600         | \$600         | \$0             |
| Summer   | \$528         | \$528         | \$0             |
| May Mini | \$264         | \$264         | \$0             |

## Board Plans

| Term                             | Original Rate | Proposed Rate | Dollar Increase |
|----------------------------------|---------------|---------------|-----------------|
| Fall & Spring<br>(19-Meals/Week) | \$1,800       | \$1,950       | \$150           |
| Summer<br>(8-Meals/Week)         | \$830         | \$900         | \$70            |
| May Mini<br>(8-Meals/Week)       | \$450         | \$500         | \$50            |



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# Midland College

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**Recommendation**  
**Regular Board Meeting March 17, 2026**  
**Consideration of Element451 Agreement**

## **RECOMMENDATION**

The administration recommends the Board of Trustees approve the adoption of Element451, an AI driven comprehensive customer relationship management (CRM) platform designed specifically for higher education. The system will support the full student lifecycle from initial inquiry and application through enrollment, advising, and ongoing student success. Element451 enhances the admissions process by streamlining application management, providing automated and personalized communications, and incorporating fraud detection tools that help identify potentially fraudulent applications and avoid the processing bottlenecks created by this issue. The platform also enables coordinated outreach across departments, improved data visibility, and proactive student engagement strategies that support retention and completion. Implementing this solution will strengthen Midland College's ability to recruit, support, and retain students while improving operational efficiency and aligning with the institution's broader strategic enrollment and student success goals.

## **BUDGET IMPACT**

This \$362,080 expenditure will span 3 years. \$58,572 will come from the strategic planning line within the current 2025-2026 budget. The following amounts will be budgeted within Information Technology for future years: \$118,701 for 2026-2027, \$122,268 for 2027-2028, and \$62,139 for 2028-2029

## **ATTACHMENT(s)**

Element451 Master Agreement (TIPS)

## ELEMENT451® MASTER AGREEMENT CONTRACT FOR SERVICES

This Element451® Master Agreement Contract for Services (this “Agreement”) is entered into as of March 5, 2026 (the “Effective Date”) between Midland College (“Client”), who maintains a place of business at 3600 North Garfield Street, Midland, TX 79705 and Element451®, Inc. (“Company”), whose principal place of business is at 1 Glenwood Avenue, 5<sup>th</sup> Floor, Raleigh, NC 27603.

FOR AND IN CONSIDERATION OF the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Definitions.

“**Authorized User**” means Client’s employees, consultants, contractors, agents (a) who are authorized by Client to access and use the Services (or any portion thereof) under the rights granted to Client pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.

“**Client Data**” means any and all data or information: (i) provided to Company by Client or its Authorized Users; or (ii) collected by Company on behalf of the Client in the course of its performance of the Services, including, without limitation, any Client Personal Data and Client Confidential Information.

“**Client Personal Data**” has the meaning set forth in Section 11.1.

“**Client Systems**” means Client’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Client or through the use of third-party services.

“**Company Materials**” means the Services, Company Systems and any and all other documents, materials, methods, processes, and other technologies and inventions, including technical or functional specifications, descriptions, requirements, plans, reports, information and/or data, that are provided or used by Company in connection

with the Services or otherwise relate to the Services or Company Systems. For the avoidance of doubt, Company Materials include Resultant Data but do not include Client Data.

“**Company Systems**” means the information technology infrastructure used by or on behalf of Company in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Company or through the use of third-party services.

“**Confidential Information**” has the meaning set forth in Section 11.2.

“**Force Majeure Event**” means fire, flood, earthquake, elements of nature or acts of God, acts of war, government order or government mandate, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or labor difficulties or any other cause beyond the reasonable control of a party.

“**Initial Term**” has the meaning set forth in Section 3.1.

“**Renewal Term**” has the meaning set forth in Section 3.1.

“**Resultant Data**” means data and information related to Client’s and Authorized Users’ use of the Services that is used by Company in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

“**Service Activation Date**” means the date the Services are first available to Client and Company provides written notification (e-mail is sufficient) that the Services are available for Client’s use.

“**Term**” has the meaning set forth in Section 3.1.

## 2. Services.

### 2.1 Access and Use.

Client hereby subscribes to the Services and Company hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 17.6) right to access and use the

Services during the Term, solely for its internal business purposes by Authorized Users in accordance with the terms and conditions herein. Company will provide Client with the Element451® platform agreed upon in Exhibit A. Such platform is referred to in this Agreement as the “Services.”

Company reserves the right, in its sole discretion, to make changes to the Services that it reasonably deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Company’s services to its Clients; (ii) the competitive strength of or market for Company’s services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law; provided, however, if Company removes any material functionality from the platform as subscribed to by Client, may, terminate its subscription by providing written notice to Company within 60 days of the removal of such functionality.

## **2.2 Onboarding; Training.**

Client will have 24-hour access to the Company ticketing system and the Element451® Help Center (<http://help.element451.com/>). If purchased, Company will provide the training services or onboarding schedule at the kick off call scheduled after execution of this agreement. In addition, throughout the Term, a Company Customer Support Specialist will be responsible for day-to-day Client inquiries from the hours of 9am ET to 5pm EST. Any additional onboarding and/or training services may be purchased by Client at Company’s then current standard rates.

## **2.3 Use Restrictions.**

Client shall not, and shall not permit any other person to access or use the Services or other Company Materials except as expressly permitted by this Agreement.

For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Services or any Company Materials; (b) create, attempt to create, or grant permission to the source program and/or object program associated with any software component of the Services; (c) decompile, disassemble or reverse engineer any software component of the Services for any reason. (d) grant permission or access to the Services or any part thereof to any third party other than an Authorized User accessing the Services with his/her then-valid access credentials; (e) input, upload, transmit, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or transmit, or activate any code designed to modify, damage, delete, disable or disrupt the Services or the Company

Systems or otherwise impede or harm the Services, Company Systems, or Company's provision of services to any third party; (f) remove, delete, alter, or obscure any copyright or other proprietary rights notices from any Company Materials, including any copy thereof; (g) access or use the Services or any other Company Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law; or (h) access or use the Services or other Company Materials for purposes of competitive analysis, or for the development, provision, or use of a competing software service.

#### **2.4 Suspension or Termination of Services.**

Company may, directly or indirectly, by any lawful means, suspend, terminate, or otherwise deny Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any liability, if: (a) Company receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Company to do so; or (b) Company believes, in its good faith and reasonable discretion, that: (i) Client or any Authorized User has failed to comply with any material term of this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This Section 2.4 does not limit any of Company's other rights or remedies, whether at law, in equity, under this Agreement.

#### **2.5 Service Level Agreement.**

The parties agree that the delivery of Services shall be governed by the Service Level Agreement attached hereto as Exhibit B and made a part hereof.

### **3. Term and Termination; Transition Services.**

#### **3.1 Term.**

This Agreement shall commence on the Effective Date and shall continue for an initial period of 36 months from the Service Activation Date (the "Initial Term"), at which time it will automatically renew for successive one-year terms (each a "Renewal Term") unless either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current Term (each a "Renewal Term" and, collectively, together with

the Initial Term, the “Term”). Unless otherwise agreed by the parties, the Service Activation Date will be no later than 30-days after the Effective Date.

### **3.2 Termination for Convenience.**

After the Initial Term, Client may terminate this Agreement at any time upon providing at least 90 days prior written notice.

### **3.3 Termination for Cause.**

Either party may terminate this Agreement for cause immediately by giving written notice to the other party upon the occurrence of any of the following events: (i) if the other party ceases to do business, or otherwise terminates its business operations; (ii) if the other party breaches any material provision of this Agreement and fails to fully cure such breach within thirty (30) days of written notice describing the breach; or (iii) if the other party becomes insolvent, or seeks protection under any bankruptcy, receivership, trustee, creditor’s arrangement composition or comparable proceeding, or if any such proceeding is instituted against the other party and not dismissed within thirty (30) days. Notwithstanding the foregoing: Client may not terminate this Agreement for Company’s failure to meet a specified performance standard set forth in Exhibit B unless Company fails to meet any specified individual performance standard in Exhibit B three (3) times over a six (6) month period, after Client has provided, after each failure, a notice in accordance with this Section.

### **3.4 Transition Services.**

Upon termination or expiration of this Agreement, the Company agrees to provide Client with reasonable transition assistance services to facilitate the orderly transition of the Services to Client or an alternate provider; provided, however, that Company reserves the right to charge the Client for such services at its then-standard rates.

## **4. Fees; Payment Terms; Taxes; Fee Increases.**

### **4.1 Fees and Payment Terms.**

Client shall pay Company the fees set forth in Exhibit A. Company will invoice Client upon execution of this Agreement and the initial payment will be due within thirty (30) days of the Effective Date. Thereafter, Client agrees to pay any applicable amounts within thirty (30) days of Client’s receipt of a valid invoice from Company.

If upon receipt of any invoice, Client should have any objections, Client shall provide written notice of such objections to Company within 20 days of receipt of such invoice. Any outstanding invoice balance remaining 30 days past the invoice due date will be subject to a 1% monthly interest charge until the related invoice balance is paid. Company reserves the right to suspend performance of the Services until invoices outstanding for more than 60 days are paid in full.

#### **4.2 Taxes.**

In addition to the fees detailed in this Agreement, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Company's income.

#### **4.3 Fee Increases.**

Company will increase annual fees by at least 7% for any Renewal Term. If Client is not willing to accept such an increase, Client may exercise its termination right set forth in Section 3.

### **5. Additional Responsibilities of Client Related to Use of the Services.**

**Client has and will retain sole responsibility for:**

- (a) all Client Systems and Client Data, including its content and use by its Authorized Users;
- (b) if Client uses any functionality of the Services to record conversations, disclosing such recording and securing any consents as required by applicable law;
- (c) all instructions provided by or on behalf of Client or any Authorized User in connection with the Services and all actions taken with its Authorized User identification code(s)/password(s), including any misuse or unauthorized use thereof; and
- (d) its and its Authorized Users' compliance with any standard Terms of Use posted on the Element451® platform, as amended or updated from time to time by Company in its sole discretion.

### **6. Intellectual Property Rights.**

#### **6.1 Company Materials.**

All right, title, and interest in and to the Company Materials are and will remain with the Company. Client has no right, license, or authorization with respect to any of the Company

Materials except as expressly set forth in Section 2. All other rights in and to the Company Materials are expressly reserved by the Company. In furtherance of the foregoing, Client hereby irrevocably grants to Company an assignment of all right, title, and interest in and to the Resultant Data.

It is understood that Client may have feedback, suggestions or comments that may, in Company's sole discretion, be incorporated into the Services. Notwithstanding anything to the contrary herein, Client acknowledges and understands that Company shall own exclusively and in perpetuity any and all rights, title and interest in and to any enhancements suggested by Client. Client hereby assigns all of its right, title and interest in any such enhancements suggested to Company and Client will execute such documents as may be deemed reasonably necessary to accomplish the objectives of this Section.

If and to the extent that Company incorporates the software and/or data of any third party in the Services, and use of such third-party software and/or data is not subject to the terms of a license agreement directly between Client and the third-party licensor, the license of Client to such third-party software and/or data shall be defined and limited by the license to Company by such third party.

Client specifically acknowledges that the licensors of such third-party software and/or data shall retain all ownership rights thereto.

## **6.2 Client Systems; Client Data.**

All right, title, and interest in and to the Client Systems and Client Data are and will remain with Client and Company has no right, license, or authorization with respect thereto, except that Client hereby grants permission to the Company to use, reproduce, modify, display and publish the Client Data solely in connection with the Company's provision of the Services in accordance with the terms of this Agreement.

## **7. Representations and Warranties.**

### **7.1 Mutual Representations and Warranties.**

Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and

authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

### **7.2 Additional Company Representations, Warranties, and Covenants.**

Company represents, warrants and covenants to Client that: (a) Company will provide the Services in a professional and workmanlike manner and in accordance with reasonable professional standards for such services; and (b) In connection with providing the Services and carrying out its obligations contained in this Agreement, the Company shall comply with all applicable laws and regulations.

### **7.3 Additional Client Representations, Warranties, and Covenants.**

Client represents, warrants, and covenants to Company that (a) Client owns or otherwise has and will have the necessary rights and consents in and relating to the Client Data so that, as received by Company and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law; and (b) In connection with using the Services and carrying out its obligations contained in this Agreement, Client shall comply with all applicable laws and regulations including, without limitation obligations as a “controller” under the EU General Data Protection Regulation (the “GDPR”) and the California Consumer Privacy Act (CCPA) to, among other things, ensure valid consent is obtained where necessary and proper privacy notices and disclosures are provided to students and prospective students.

### **7.4 DISCLAIMER OF WARRANTIES.**

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2, ALL SERVICES AND COMPANY MATERIALS ARE PROVIDED “AS IS.” COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPANY

MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR COMPANY MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT OR BE ERROR FREE.

## **8. Infringement Claims of Third Parties.**

Notwithstanding anything to the contrary in this Agreement: (a) If the Services and/or any other Company Materials are, or in Company's sole discretion are likely to become, subject to a claim of infringement, Company, at its option and expense, shall either (i) procure for Client a license or a right to continue using the Services and/or the Company Materials; or (ii) modify the Services and/or the Company Materials to make them non-infringing in a manner that does not materially impair their functionality. If neither of the foregoing two options are reasonably available to Company then either party may terminate this Agreement by notice to the other party except for the indemnification obligations set forth in section 9. The foregoing shall be Client's sole and exclusive remedy and Company's sole and exclusive obligation with respect to any infringement claims relating to the Company Materials. (b) Company will have no obligation with respect to any actual or threatened infringement claim based in whole or in part upon (i) Client Systems, (ii) any enhancements, upgrades or modifications to Company Materials made by Client, or any party that Client authorizes, directs or permits to make such enhancements, upgrades or modifications, or (iii) Client's or its Authorized Users' failure to use the Company Materials in accordance with this Agreement or any documentation regarding their use provided by Company.

## **9. Indemnification.**

### **9.1 Mutual Indemnification.**

Client and Company each agrees to indemnify, defend and hold harmless the other party, its affiliates, officers, directors, employees and agents from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of any claim, demand, or action by a third party (collectively, "Losses") in connection with any breach or alleged breach by such party of any representation, warranty, covenant or other obligations set forth in this Agreement.

### **9.2 Additional Indemnifications.**

In addition, Client shall indemnify, defend and hold Company harmless from any and all Losses in connection with any claim that the Client Data is inaccurate, illegal and/or that use of the Client Data and/or Client Systems in connection with this Agreement infringes upon or violates the proprietary rights of any third party; and except as limited by Section 8(b), the Company shall indemnify, defend and hold Client harmless from any and all Losses in connection with any claim that the Company Materials (excluding Client Data) infringe upon or violate the proprietary rights of any third party.

### **9.3 Indemnification Procedure.**

Each party shall promptly notify the other party in writing of any action for which such party believes it is entitled to be indemnified pursuant to this Section 9. The party seeking indemnification (the “Indemnitee”) shall cooperate with the other party (the “Indemnitor”) at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any such action on any terms or in any manner that adversely affects the rights of any Indemnitee, without the Indemnitee’s prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such action, the Indemnitee shall have the right, but no obligation, to defend against such action, including settling such action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee’s failure to perform any obligations under this Section 9.3 will not relieve the Indemnitor of its obligations under this Section 9, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure.

## **10. Limitation of Liability.**

EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, EXCEED THE FEES PAYABLE TO COMPANY HEREUNDER THE PRECEDING TWELVE (12) MONTHS UNDER THIS AGREEMENT. IN THE EVENT SUCH ACTION ARISES AT ANY TIME BEFORE THE COMPLETION OF THE INITIAL TWELVE

(12) MONTHS OF THE TERM OF THIS AGREEMENT, THE FEES AND CHARGES DUE TO COMPANY AT SUCH TIME SHALL BE ANNUALIZED FOR PURPOSES OF CALCULATING THE MAXIMUM LIABILITY OWED FOR ANY DAMAGES HEREUNDER. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 11. Privacy; Confidentiality.

### 11.1 Privacy Laws.

To the extent, in providing the Services for Client, Company receives, maintains or is afforded access in any way to any information relating to an identified or identifiable individual or any information that can be used to identify, locate or contact an individual, including a potential student of Client (“Client Personal Data”), including, without limitation: (A) first and last name; (B) a home or other physical address; (C) telephone number; (D) email address or online identifier associated with an individual; (E) cookie information, IP address, username and password, and usage and traffic data or profiles that is combined with any of the foregoing; and (F) financial information, healthcare information, credit or debit card data or any information defined as personal information (or similar) under any privacy or security law, Company shall at all times comply with all of the privacy and security laws applicable to Company as a service provider to Client that processes Client Personal Data, including without limitation, the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Children’s Online Privacy Protection Act of 1998 (COPPA), laws and regulations of the U.S. Federal Trade Commission, the State of California and the Commonwealth of Massachusetts, including the Student Online Personal Information Protection Act (SOPIPA), the GDPR and any other state student privacy laws, rules or regulations. If required to comply with applicable law, the Parties agree to enter into a mutually agreeable data processing agreement (the “DPA”). The terms of the DPA will supersede and take precedence over any conflicting provision in this Agreement. Company acknowledges and agrees that any Client Personal Data that is collected, acquired, maintained, processed or stored by Company in connection with the provision of Services

pursuant to this Agreement will be considered confidential and proprietary information of Client and Company will maintain all Client Personal Data in strict confidence and in accordance with this Agreement.

### **11.2 Confidential Information.**

All of the parties' other Confidential Information (as defined below) shall be deemed confidential and proprietary. The parties shall treat the Confidential Information of the other party as strictly confidential with at least the same degree of care as the receiving party uses for its own confidential information of similar importance, and in no event less than a reasonable degree of care. The parties will use the Confidential Information only for purposes authorized by this Agreement. The parties shall not disclose or provide any Confidential Information to any third party except as reasonably necessary to perform the Services, or as required by law, and the parties shall take reasonable measures to prevent any unauthorized disclosure of such Confidential Information by their respective employees, agents, contractors or consultants, including by maintaining appropriate nondisclosure agreements. As used herein, the term "Confidential Information" shall mean:

- a. all information designated by either party as confidential and which is disclosed to the other party;
- b. Client Personal Data and Client Data;
- c. Company Materials;
- d. any information relating to know-how, markets, customers, products, trade secrets, patents, inventions, procedures, methods, designs, strategies, plans, development efforts, assets, liabilities, prices, costs, revenues, profits, organization, employees, agents, resellers or business in general, or, the algorithms, programs, source codes, user interfaces and organization of a party's products or services; provided, however, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received by the receiving party from a third party without an obligation of confidentiality. In no way limiting the foregoing, the Company agrees that it shall not, without the Client's prior written approval, collect, maintain, process, use or disclose Client Data for any purpose other than to provide the Services or otherwise comply with Company's obligations under this Agreement.

In the event that a party believes it is required by law to disclose Confidential Information of the other party, such receiving party shall give the other party notice in a reasonable amount

of time prior to the receiving party's disclosure of Confidential Information to allow the other to protect its proprietary interest therein and shall use commercially reasonable efforts to minimize such disclosure and consult with and assist the other party in obtaining a protective order prior to such disclosure.

### **11.3 Return of Confidential Information.**

Upon termination or expiration of this Agreement or upon Client's earlier request, Company will: (i) provide Client with electronic access to all or any part of the Client Data in Company's possession or control, (ii) promptly return to Client all or any part of such Client Data, and (iii) erase or destroy all or any part of such Client Data, in each case to the extent so requested by Client; provided, however, that Company may retain a copy thereof to the extent, and for so long as reasonably necessary to perform the Services and Company may also retain Client Data in its backups, archives, and disaster recovery systems until such Client Data is deleted in the ordinary course. Upon termination or expiration of this Agreement, each party shall promptly destroy all of the other party's Confidential Information (other than Client Data), any copies or partial copies thereof and material containing the other party's Confidential Information; provided, however, each party's legal department may retain one copy of the Confidential Information and any such other material for archival purposes, subject to terms and conditions of this Agreement.

### **11.4 Injunctive Relief.**

Each of the parties acknowledges that any use or disclosure of Confidential Information in violation of this Agreement will cause irreparable injury to the disclosing party for which other remedies at law would be inadequate, and each of the parties agrees that the disclosing party shall have the right to seek and obtain injunctive or other equitable relief as may be necessary or appropriate to prevent any use or disclosure of the Confidential Information in violation of this Agreement, and may also exercise such other rights and remedies as the disclosing party may have at law or in equity.

## **12. Security; Audits.**

**12.1 Safeguarding of Client Personal Data; Reasonable Security Measures.** Company will implement and maintain physical, electronic and procedural safeguards to guard Client Personal Data. Such safeguards shall include appropriate procedures designed to: (i) protect the security and confidentiality of such information, (ii) protect against anticipated threats or

hazards to the security or integrity of such information and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Client or any student/prospective student of Client. Company will conduct annual risk assessments and update its security policies and procedures based upon its findings. Upon request by the Client, Company agrees to provide documentation sufficient to demonstrate Company's compliance with the terms of this paragraph.

### **12.2 PCI Compliance.**

Any software and services used by Company for processing financial transactions shall be compliant with the current standards established by the PCI Security Standards Council ([www.pcisecuritystandards.org/index.html](http://www.pcisecuritystandards.org/index.html)). As evidence of compliance Company will provide when requested, a current attestation of compliance.

### **12.3 Disaster Recovery.**

Company will implement and maintain back-up procedures and systems, redundant systems and disaster recovery systems relating to the Services reasonably designed to protect against and minimize interruption to the Services. Company will conduct annual tests of its disaster recovery plan.

### **12.4 Audits.**

Company shall ensure that, on no less than an annual basis, an audit is performed by an independent auditor on any data center used by Company to provide the Services. Upon request, the Company will provide the results of the most recently completed annual audit (in the form of a SSAE-16 report, Service Organization Control (SOC) 2, SOC 3, or other report of substantially similar scope and detail) to Client.

### **12.5 Security Breaches.**

Company will provide prompt notice to the Client of any confirmed or suspected data security breach that Company reasonably believes may have resulted in the unauthorized disclosure of Client Personal Data (any such incident, a "Security Breach"). Company will take commercially reasonable measures designed to resolve any Security Breach and to prevent future Security Breaches. Company will cooperate with Client in its compliance with Client's notification policies and applicable laws requiring notification to individuals affected by any Security Breach. With respect to Security Breaches resulting from Company's breach of any of its obligations under this Agreement, the Company will, in addition to its

indemnification obligations set forth in Section 9, reimburse Client for its reasonable notification costs.

### **13. Insurance.**

During the Term, Company shall, at all times, maintain: (a) Commercial General Liability insurance with a minimum limit of two million dollars (\$2,000,000.00) per occurrence with an aggregate limit of two million dollars (\$2,000,000.00); (b) Automobile Liability insurance in an amount not less than \$1,000,000 per occurrence for hired autos and non-owned autos only; (c) Workers Compensation insurance, in such amount as may be required by the laws of the State of North Carolina and employers' liability insurance, and d) Technology Errors and Omission Cyber and Multi Media Liability insurance covering actual or alleged acts, errors or omissions committed by Company, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils: unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy; failure to protect confidential information (personal and commercial information) from disclosure, notification costs, whether or not required by statute. The Computer Security and Privacy Liability policy(s) shall have limits of liability of at least five million dollars (\$5,000,000) in the aggregate.

### **14. Non-solicitation.**

During the Term and for one year thereafter, Client shall not, and shall not assist any other party to directly or indirectly recruit or solicit (other than by general advertisement not directed specifically to any person) for employment or engagement as an independent contractor any person who is then, or within the prior twelve months was, employed or engaged by Company and involved in any respect with the performance of this Agreement. In the event Client engages any person in violation of this Section 14, Client will pay Company liquidated damages equal to 50% of the annual compensation paid by Company to the applicable employee or contractor.

### **15. Notice.**

Each party giving or making notice, request, demand or other communication (“Notice”), pursuant to this Agreement shall give the Notice in writing by personal delivery, facsimile, email, prepaid Registered or Certified mail, return receipt requested, or prepaid nationally recognized overnight courier. A Notice shall be deemed to be received by the addressee: one (1) business day after sending, if sent by personal or overnight delivery service, facsimile, email or other electronic means; and three (3) business days after mailing, if sent by certified or registered mail.

Each party giving a Notice shall address the Notice to the appropriate person at the address listed below or at another address as designated by a party in a Notice pursuant to this Section.

If to Client, to:  
Midland College  
Attn: Gene White  
3600 North Garfield Street  
Midland, TX 79705  
EM: gwhite@midland.edu

If to Company, to:  
Element451, Inc.  
Attn: Josh Smith  
1 Glenwood Avenue 5<sup>th</sup> Floor  
Raleigh, North Carolina 27603  
Email: connect@element451.com

## 16. Governing Law and Dispute Resolution.

This Agreement shall be governed by the laws of the State of Delaware, without regard to any provisions pertaining to choice of law. Any dispute between the parties arising from or relating to this Agreement shall be subject to binding arbitration according to the commercial arbitration rules of the American Arbitration Association (“AAA”). Selection of one neutral arbitrator by the parties shall be from the AAA Panel list in accordance with the appointment Rules of the AAA. The arbitration will be held in a location mutually agreed upon by the parties, or if no such location can be agreed to, then as appointed by the duly selected arbitrator. Each party shall bear its own expenses associated with the arbitration; the parties shall equally share the filing and other administrative fees of the AAA and the expenses of the arbitrator.

## 17. Miscellaneous.

### 17.1 Entire Agreement.

This Agreement sets forth the entire agreement between the parties with respect to the matters addressed herein. It supersedes any prior oral or written communications between the parties with respect to the matters addressed herein. This Agreement may be modified or amended only by a writing signed by both parties.

### **17.2 Severability.**

If any part of this Agreement is found to be invalid, all other provisions will remain in full force and effect.

### **17.3 Relationship of the Parties.**

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

### **17.4 Subcontractors.**

Company shall be permitted to engage third parties as subcontractors in connection with the Services. Company shall remain fully responsible for such parties' compliance with the terms and conditions of this Agreement.

### **17.5 Force Majeure.**

To the extent that either party's performance of any of its obligations (other than payment obligations) pursuant to this Agreement is prevented, hindered or delayed, directly or indirectly, by a Force Majeure Event, and such non-performance could not have been prevented by reasonable precautions, then the non-performing party shall be excused from any further performance of those obligations for so long as such Force Majeure Event continues. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other party by telephone of the occurrence of the Force Majeure Event and describe the Force Majeure Event in reasonable detail.

### **17.6 Assignment.**

Neither party shall have the right to assign this Agreement without the prior written consent of the other party, except that: (i) Company may, without Client's consent, assign this Agreement to any of its affiliates; and (ii) either party may, without the consent of the other

party, assign this Agreement to the surviving corporation with or into which such party may merge or consolidate, or an entity to which such party transfers all, or substantially all, of its voting securities or assets.

### **17.7 Survival.**

The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: 6, 7.4, 9, 10, 14, 15, 16 and 17.

### **17.8 Publicity.**

Client agrees that Company may use Client as a reference and/or identify Client as a Company customer to third-parties; provided that such reference or disclosure does not reveal any Confidential Information or specifics about the Agreement or the relationship. Client further agrees that Company may use Client's name, mark and/or logo on Company's website or other marketing materials listing Company's customers; provided that in the event Client objects to any such use, Company agrees to promptly modify or remove such use. All rights arising from the use of Client's name, mark and/or logo will inure to the benefit of Client and Client will retain all ownership therein.

## **18. Piggyback Clause.**

### **18.1. Scope of Piggybacking.**

Element451 acknowledges and agrees that the terms and conditions of the contract ("Principal Contract") executed between Element451 ("Company") and Midland College ("Initial Contracting Party") for the provision of Element451 Platform may be extended to other educational institutions ("Piggybacking Institutions") that are similarly situated to the Initial Contracting Party. This includes, but is not limited to, universities, colleges, and educational consortia that are at a comparable stage of development and have similar needs.

### **18.2. Eligibility and Participation.**

Educational institutions wishing to piggyback on the Principal Contract must be recognized as part of the Texas Public Higher Education System, or must be accredited institutions that have a comparable profile to the Initial Contracting Party in terms of size, scope, and academic offerings.

### **18.3. Terms and Conditions.**

The Company agrees to supply the goods or services outlined in the Principal Contract to any Piggybacking Institution under the same or more favorable terms and conditions, including service levels, and product specifications. The Company also agrees to comply with all applicable laws, regulations, and educational standards relevant to the provision of such goods or services.

### **18.4. Separate Contractual Agreements.**

Each Piggybacking Institution that opts to procure goods or services under this clause shall enter into a separate contractual agreement with the Company. Such agreements shall reference the Principal Contract and specify that the terms and conditions of the Principal Contract, as modified by any more favorable terms offered to the Piggybacking Institution, shall govern the provision of goods or services.

### **18.5. Liability and Payment.**

Each Piggybacking Institution will assume full responsibility for payment and liability related to its separate contractual agreement with the Contractor. The Initial Contracting Party shall bear no responsibility for the obligations, financial or otherwise, of any Piggybacking Institution.

### **18.6. Term of Piggybacking Option.**

The option for Piggybacking Institutions to enter into a contract under this clause shall be available for the duration of the Principal Contract, including any extensions or renewals thereof, subject to the Company's agreement.

The parties hereto have executed this Master Agreement Contract for Services as of the date set forth above.

By: \_\_\_\_\_

By: Element451®, Inc

Name: \_\_\_\_\_

Name: Josh Smith

Title: \_\_\_\_\_

Title: Chief Financial Officer

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

Products and Services

| Item & Description   | Unit Price   | Total   |
|--|--|---|
| <p><b>Element One package</b><br/>for up to 8500 enrolled headcount students.<br/>Includes 400,000 Messaging Credits</p> | <p>\$111,144 / year<br/>With 3% annual<br/>increases</p> | <p>\$111,144 / year 1<br/>\$114,478 / year 2<br/>\$117,913 / year 3</p> |
| <p><b>Element451 Dedicated</b><br/>Support for up to 8500 enrolled headcount<br/>students</p>                            | <p>\$6,000 / year<br/>With 3% annual<br/>increases</p>   | <p>\$6,000 / year 1<br/>\$6,180 / year 2<br/>\$6,365 / year 3</p>       |

### Invoice Schedule

| <b>Invoice # and Date</b>                               | <b>Amount</b> | <b>Description</b> | <b>Terms</b> |
|---|---------------|--------------------|--------------|
| Invoice 1:<br>Contract Execution Date                   | \$117,144     | Year 1 Annual Fees | Net 30       |
| Invoice 2:<br>One-year after Contract<br>Execution Date | \$120,658     | Year 2 Annual Fees | Net 30       |
| Invoice 3<br>Two-years after Contract<br>Execution Date | \$124,278     | Year 3 Annual Fees | Net 30       |

## Exhibit B

### Service Level Agreement

#### 1. System Performance and Compatibility

The Element451® system shall work with most internet browsers that support modern web standards and on all devices that support such browsers (including tablet and mobile phone devices running Android, iOS, Microsoft Mobile). At present, we believe that Google Chrome offers the best support for Web Standards and is therefore our recommended browser.

Element451® offers an unlimited number of college/university users and administrators the ability to deploy communications and collect information, to serve the purpose of recruiting potential students for the college/university. The tiered pricing structure set by the Company is based upon number of student applications.

All vanity uniform resource locators (URLs) created as part of the Element451® installation shall be Client property and shall be registered in Client's name.

#### 2. Availability Commitment: 99.9% Uptime

The Company will use commercially reasonable efforts to make the Services available with a Monthly Uptime Percentage of at least 99.9 percent during each calendar month, subject to the SLA Exclusions.

#### Definitions

**“Maintenance”** refers to scheduled Unavailability of the Services, which, except in the case of emergencies, shall occur between the hours of 10:00 pm and 7:00 am EST.

**“Monthly Uptime Percentage”** is calculated by subtracting from 100% the percentage of minutes during the month in which the Services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

“**SLA Exclusions**” refers to any unavailability of Services, or any other Services performance issue that results from: Maintenance; a suspension of Services in accordance with the Agreement; factors outside of Company’s reasonable control, including any Force Majeure Event, Internet connectivity issues, or problems beyond the demarcation point of the Element451® network; and/or failure, interruption, outage, or other problem with any equipment, software or other technology of Client or any third party (other than third party equipment, software or technology within our direct control).

“**Unavailable**” and “**Unavailability**” refer to the times when the Services are not available for access and use (this excludes websites and applications that are unreachable or not running because the client/user, disabled or changed the configuration such that it was not accessible).

### **3. Service and Support Commitments**

Client is responsible to provide a reasonably detailed description of the issue and browsing environment, in order for the issue to be resolved in a timely manner. Failure to do so may result in extended resolution times.

Support claims will be segmented based on severity level, and response time will depend on which category the claim falls into as outlined below.

Company reserves the right to change the severity level reported by Client in either direction, in order to properly resolve the issue.

Company will provide support between the business hours of 9:00 AM and 5:00 PM Eastern Standard Time on Company’s normal business days. This includes telephone and email customer service support to assist Client in resolving problems, obtaining clarification relative to our services and reporting suspected defects or errors in our services.

The Company will diligently work for the prompt resolution of defects and errors in the Services, and will respond to Client by using a dedicated contact telephone number or email address for each support call.

In the case of a system outage condition attributable to the Company, Company may utilize other means of communication for reporting of errors and conditions.

Company will respond to and complete correction of errors, defects, and malfunctions, in accordance with the following schedule:

**Severity 1:** Causes data corruption or system crash, or Client cannot make effective use of Company services

**Severity 2:** Feature does not work as documented, no reasonable solution exists, and Client has a critical need for the feature

**Severity 3:** Feature doesn't work as documented but a reasonable solution exists or Client can wait for the next release for a fix

**Severity 4:** Enhancement request

Company will make an initial response to a Severity 1 issue within two hours of notification by Client to Company during Company's normal hours of support. Severity 1 calls will be handled on a 24-hour, 7-day per week schedule. Company will use reasonable efforts to provide a fix, solution, or to patch Severity 1 bugs within twenty-four hours of the bug's replication and confirmation by Company.

Company will make an initial response to Severity 2 issues within four hours of notification by Client to Company during Company's normal hours of support. Company will make reasonable efforts to provide a fix or solution for Severity 2 bugs within three business days.

Company will make an initial response to Severity 3 issues within twenty-four hours of notification by Client to Company during Company's normal hours of support. Company will make reasonable efforts to identify a resolution to Severity 3 bugs within thirty days and to incorporate Severity 3 fixes in the next upcoming release of the product.

Company will make an initial response to Severity 4 items within five business days of Company's receipt of written request. Severity 4 issues will be dealt with on a case-by-case basis.

Company reserves the right to decline to make enhancements in its sole discretion.  
Client agrees to appoint one person as main point of contact for the communication of bugs and errors to Company and for the receipt of bug and error fixes, workarounds and updates, if any. Additionally, Client may appoint another person as a backup of the principle contact.

**Service Contact Information and Hours of Support:**

**Regular:** Monday through Friday, 9am to 5pm EST

**Extended for mission critical items:** Monday through Friday: 8am to 10pm EST

**Mission Critical phone:** 919-910-0435

**Mission Critical email:** [emergency@element451.com](mailto:emergency@element451.com)



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# Midland College

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**Recommendation**  
**Regular Board Meeting March 17, 2026**  
**Consideration of Chaparral Center Rail Renovation**

## **RECOMMENDATION**

The administration recommends that the Board of Trustees approve a contract to Mid-Tex of Midland, Inc. to replace all remaining plastic laminate clad panels with new wire channel frames and add wire channel frames for the upper sections.

## **IMPACT OF THIS ACTION**

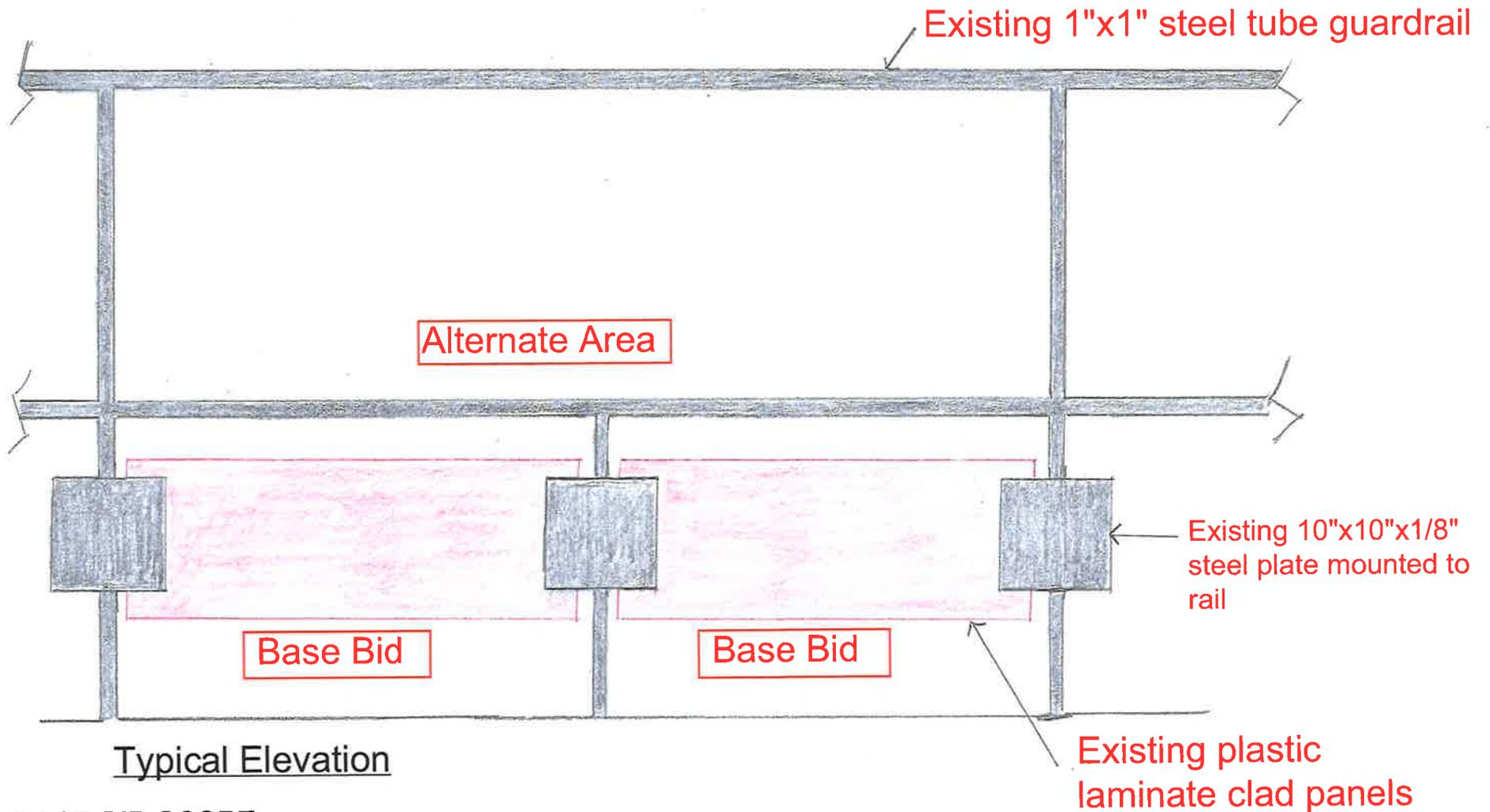
If approved, the Mid-Tex of Midland, Inc. will begin work to renovate all remaining rails in the Chap Center to match the wire channel frames on the north end of the upper concourse.

## **BUDGET IMPACT**

This \$507,330 expenditure will come from the major renovations line within the current 2025-2026 budget.

## **ATTACHMENT(s)**

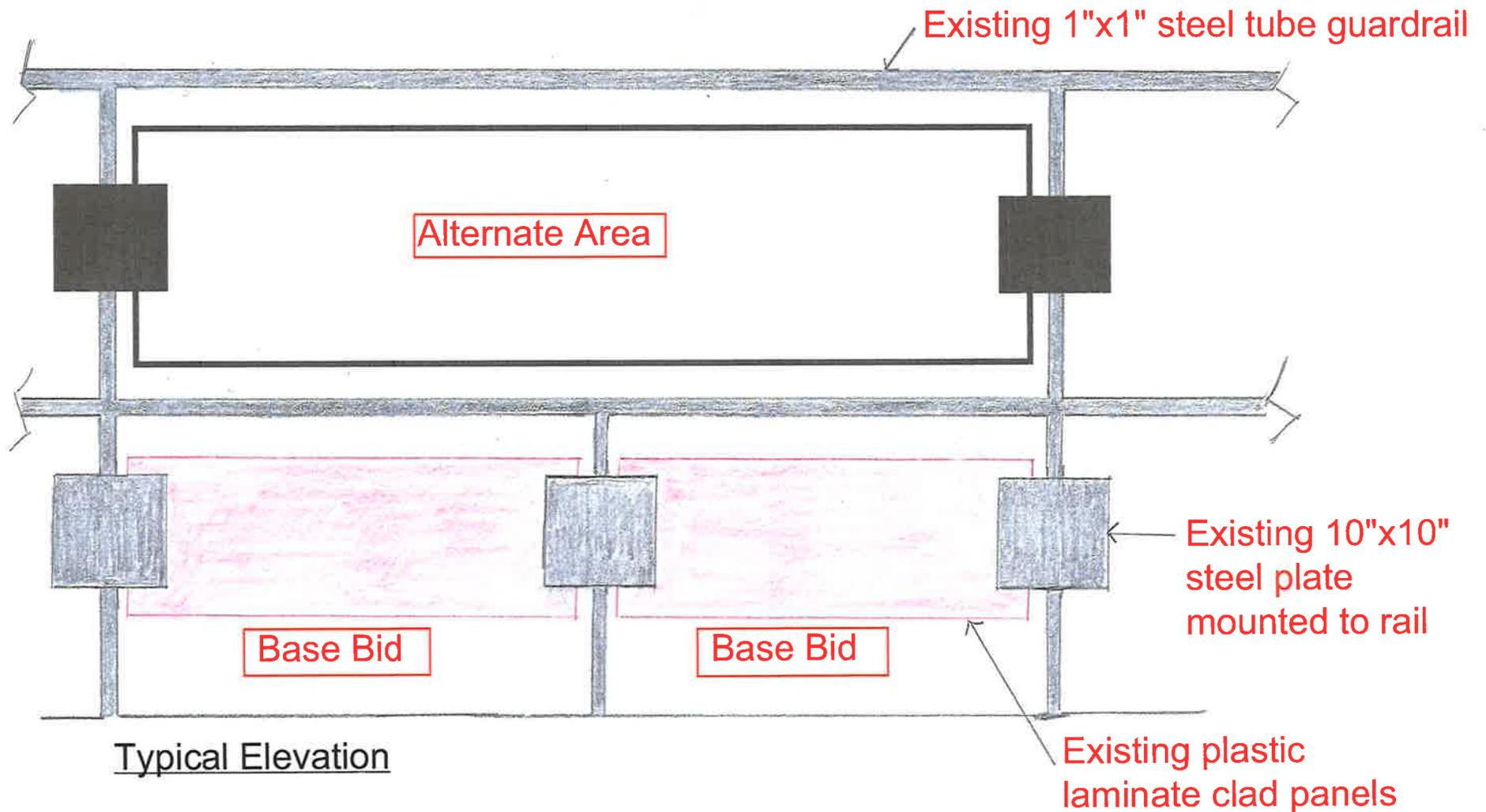
Mid-Tex of Midland Quote (TIPS)



Typical Elevation

**BASE BID SCOPE-**

Replace all plastic laminate clad panels with new channel frames with wire as shown on page 3. Use existing 10"x10" steel plates to mount new channel frames with self tapping screws. Paint to match existing rails.

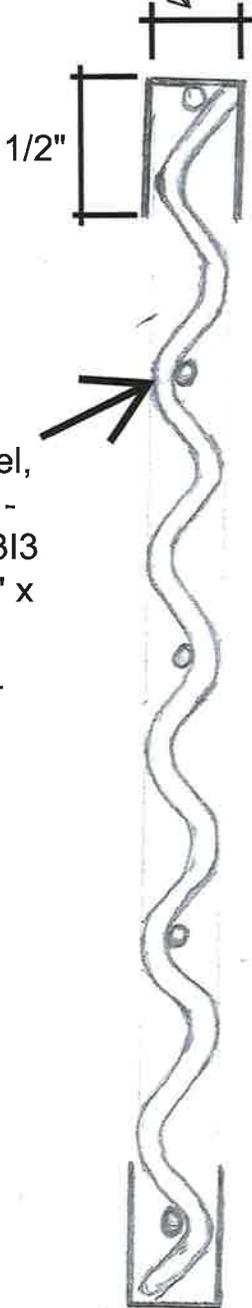
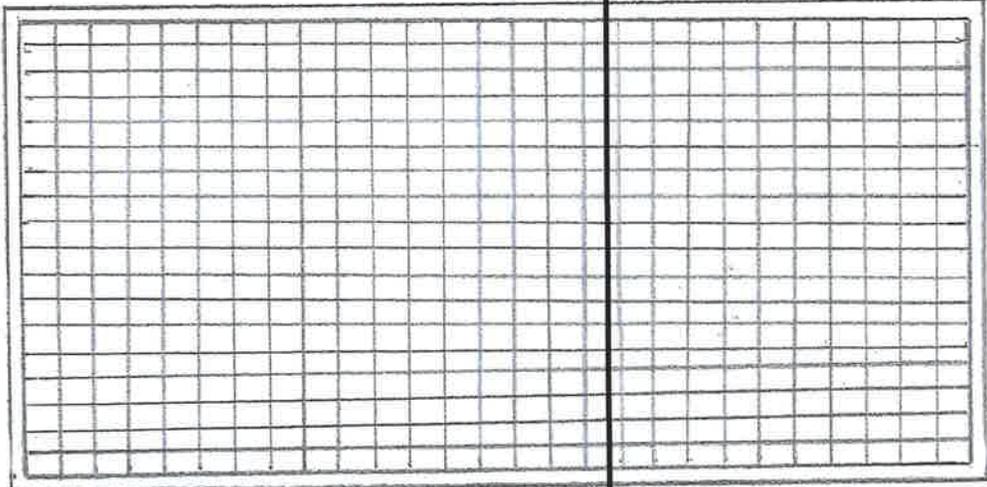


**ALTERNATE BID SCOPE-**

Mechanically fasten new 10"x10"x1/8" steel plates to existing rail. Attach new channel frames with wire as shown on page 3, to new steel plates. Paint to match existing rails.

Depth- as required  
to accept wire mesh.

See detail  
same page

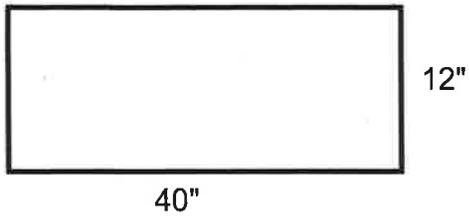


Square, Carbon Steel,  
Cold Rolled, Woven -  
Intercrimp Weave, I3I3  
Crimp Style, 1.0000" x  
1.0000" Opening  
(Square). 11 Gauge.  
See picture below.

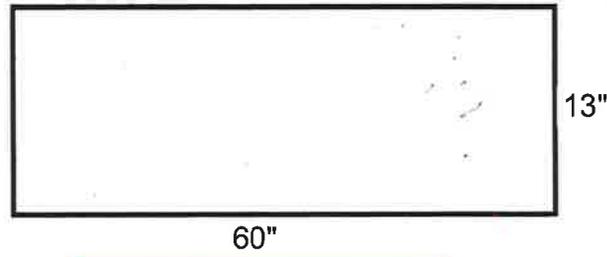
CHANNEL FRAMED WIRE  
PANELS. DIMENSIONS VARY,  
SEE PAGE 4 FOR SIZES,  
LAYOUTS, AND QUANTITIES.



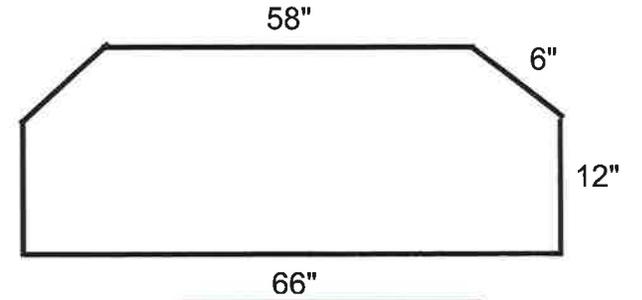
**BASE BID- SIZES, LAYOUT, & QUANTITIES**



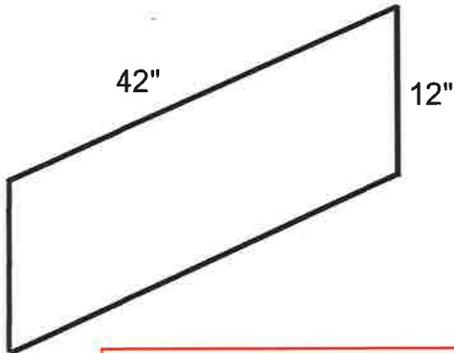
**40"x12"- 71 openings**



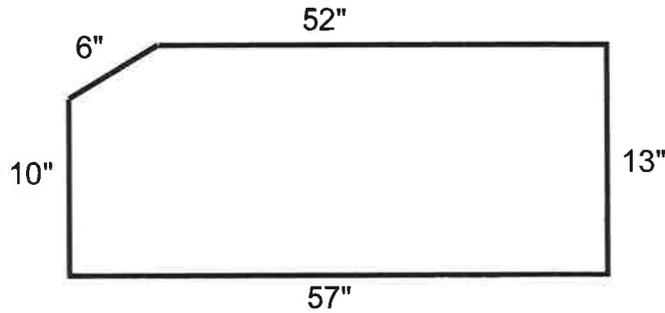
**60"x13"- 113 openings**



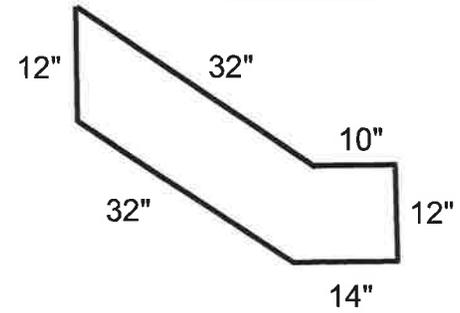
**66"x12"- 6 openings**



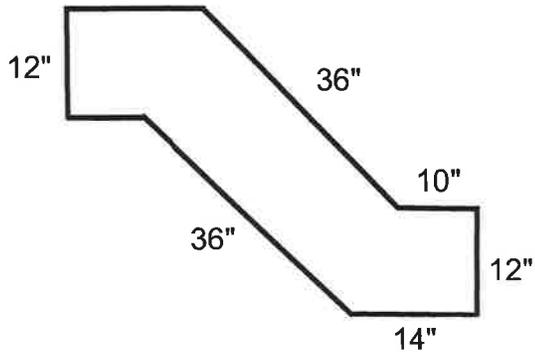
**42"x 12"- 136 Openings**



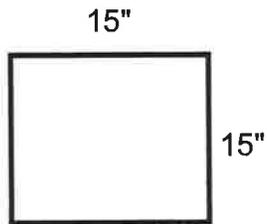
**57"x13"- 12 Openings**



**32"x12"- 12 Openings**



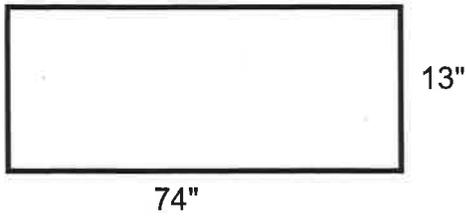
**36"x12"- 16 Openings**



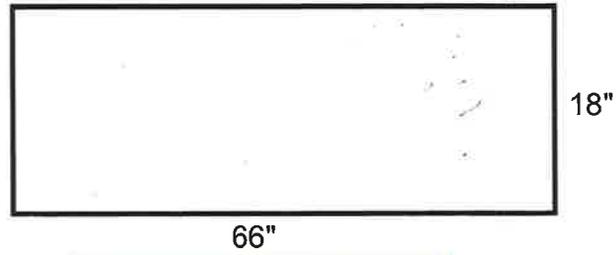
**15x15- 18 openings**

**SEE PAGE 5 FOR  
ALTERNATE SCOPE  
SIZES AND QUANTITIES**

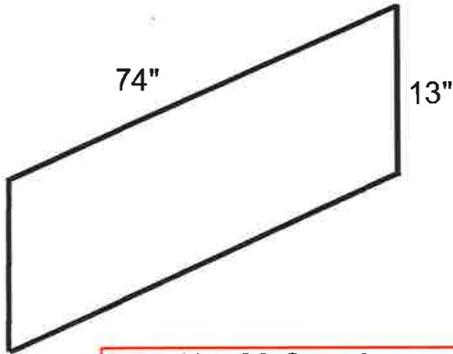
**ALTERNATE SCOPE- SIZES, LAYOUT, & QUANTITIES**



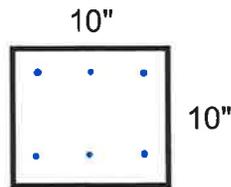
**74"x13"- 28 openings**



**66"x13"- 84 openings**



**84"x 13"- 52 Openings**



**10"x10"x1/8" Steel Plates- 208 Total  
Pre-drill (6) holes per plate**



Mid-Tex of Midland, Inc.  
 5206 West Wadley  
 Midland, Texas 79707  
 Phone: (432) 697-2282  
 Fax: 694-9627



**BID PROPOSAL**

February 10, 2026

Client:

Midland College  
 3600 North Garfield  
 Midland, Texas 79705

Project:

Chap Center Guardrail Wire Panels- Base Bid  
 Midland College  
 Project Number:

Attention: Mr. Charles Roberts (432) 685-4809 [croberts@midland.edu](mailto:croberts@midland.edu)

Mid-Tex of Midland, Inc. hereby proposes to furnish all labor, material and necessary incidentals to complete the following renovations as requested and as listed below:

|                                 |              |
|---------------------------------|--------------|
| Phase 1- materials              | \$109,260.00 |
| Phase 2- labor for installation | \$16,820.00  |
| Phase 3- labor for installation | \$16,820.00  |
| Phase 4- labor for installation | \$23,830.00  |
| Phase 5- labor for installation | \$19,625.00  |
| Phase 6- labor for installation | \$21,025.00  |
| Phase 7- labor for installation | \$21,025.00  |
| Phase 8- labor for installation | \$21,025.00  |

TIPS Vendor ID #10326  
 TIPS Contract #24010401

- This cost does include the TIPS Fee
- This work is to be done during normal business hours.

**Sales Tax** exempt

Workman's comp and liability insurance  
 Supervision, clean-up & haul trash

**ALL OF THE ABOVE FOR THE LUMP SUM COST OF: \$249,430.00**

*All material is Guaranteed to be as specified. All work to be completed in a professional workmanlike manner according to standard practices. Deviations from the above specifications involving extra expense, will be executed only upon written orders, and will become an extra charge to this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Invoices due and payable upon completion of work. Finance charges of maximum allowable by law will be levied on all balances 30 days past due. This estimate is valid for thirty (30) days.*

Respectfully;

Approved;

**David Mays**

David Mays [david@midtexofmidland.com](mailto:david@midtexofmidland.com)  
 Estimator

Date Approved:



Mid-Tex of Midland, Inc.  
 5206 West Wadley  
 Midland, Texas 79707  
 Phone: (432) 697-2282  
 Fax: 694-9627



**BID PROPOSAL**

February 10, 2026

Client:

Midland College  
 3600 North Garfield  
 Midland, Texas 79705

Project:

Chap Center Guardrail Wire Panels- Alternate  
 Midland College  
 Project Number:

Attention: Mr. Charles Roberts (432) 685-4809 [croberts@midland.edu](mailto:croberts@midland.edu)

Mid-Tex of Midland, Inc. hereby proposes to furnish all labor, material and necessary incidentals to complete the following renovations as requested and as listed below:

|                                 |              |
|---------------------------------|--------------|
| Phase 1- materials              | \$105,735.00 |
| Phase 2- labor for installation | \$18,260.00  |
| Phase 3- labor for installation | \$18,260.00  |
| Phase 4- labor for installation | \$25,870.00  |
| Phase 5- labor for installation | \$21,300.00  |
| Phase 6- labor for installation | \$22,825.00  |
| Phase 7- labor for installation | \$22,825.00  |
| Phase 8- labor for installation | \$22,825.00  |

TIPS Vendor ID #10326  
 TIPS Contract #24010401

- This cost does include the TIPS Fee
- This work is to be done during normal business hours.

**Sales Tax** exempt

Workman's comp and liability insurance  
 Supervision, clean-up & haul trash

***ALL OF THE ABOVE FOR THE LUMP SUM COST OF: \$257,900.00***

*All material is Guaranteed to be as specified. All work to be completed in a professional workmanlike manner according to standard practices. Deviations from the above specifications involving extra expense, will be executed only upon written orders, and will become an extra charge to this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Invoices due and payable upon completion of work. Finance charges of maximum allowable by law will be levied on all balances 30 days past due. This estimate is valid for thirty (30) days.*

Respectfully;

**David Mays**

David Mays [david@midtexofmidland.com](mailto:david@midtexofmidland.com)  
 Estimator

Approved;

Date Approved:



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# Midland College

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**Recommendation**  
**Regular Board Meeting March 17, 2026**  
**Consideration of Air Handler Replacement**

## **RECOMMENDATION**

The administration recommends that the Board of Trustees approve a contract to Trane to replace two air handling units and rebuild the current cooling tower.

## **IMPACT OF THIS ACTION**

If approved, the Trane replace two of four air handling units and rebuild our cooling tower.

## **BUDGET IMPACT**

This \$801,140 expenditure will come from the major renovations line within the current 2025-2026 budget.

## **ATTACHMENT(s)**

Trane Quote (Omnia Partners Cooperative)



# Trane Turnkey Proposal



**Turnkey Proposal For:**  
Midland College

**Local Trane Office:**  
Trane U.S. Inc.  
8308 Upland Avenue  
Lubbock, TX 79404

**Local Trane Representative:**  
Rusty Reeves  
Office Phone: (940) 550-5840

**Proposal ID:** 8126930  
**COOP Quote Number:** L5-02-10640-26-001  
**COOP or Federal Contract ID:** OMNIA  
Racine #3341

**Date:** March 2, 2026



## Trane Turnkey Proposal

# Executive Summary

Trane is pleased to present a solution to help Midland College reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Midland College to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Midland College should expect from this project are highlighted below.

- Improved indoor air quality with modern filtration features.
- Increased energy efficiency that lowers long-term operating costs.
- Enhanced reliability and reduced risk of unexpected downtime
- Better temperature and humidity control for improved occupant comfort.
- Extended equipment lifespan through modern, high-efficiency design.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$1,188,000.00 USD. This investment will provide Midland College with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Midland College for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Rusty Reeves  
Trane U.S. Inc.

**Prepared For:**  
Midland College

**Date:**  
March 2, 2026

**Job Name:**  
Midland College AHU Replacements 2026

**Proposal ID:**  
8126930

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B. Factory

**Payment Terms:**  
Net 30

**State Contractor License Number:**  
TACLA23802C

**Proposal Expiration Date:**  
30 Days

## Scope of Work

### *Turnkey Installation of AHU Equipment*

- 1) Installation of four new air handling units in the technology center.
- 2) Demolition of existing air handlers and disposal of all parts off site.
- 3) Assembly of new units on site (each unit ships in two sections).
- 4) Disconnect and reconnect hydronic piping, valves and electrical wiring.
- 5) Disconnect and reconnect unit controls conduits, wiring and devices. Install new devices to monitor the following:
  - a. Supply and return air temperatures.
  - b. Monitor fans status
  - c. Monitor Air flow.
- 6) Controls scope includes programming air handling units' operation sequence and graphics.
- 7) Installation of three new breakers in electrical gear to serve new units (5A1, 5B1 and 5B2).
- 8) Removal and re-installation of double door mullions to allow equipment access to mechanical rooms.
- 9) Installation of new beams to support new air handling units. New beams to be laid on floor and anchored.
- 10) Performing pre-and-post-installation air flow readings (at the unit level) to confirm new units are performing up to standard.
- 11) New equipment start-up.

### *Equipment Scope of Work*

| Item | Tag(s)  | Qty | Description              | CFM    |
|------|---------|-----|--------------------------|--------|
| A1   | AHU-5A1 | 1   | Indoor Air Handling Unit | 11,900 |
| A2   | AHU-5A2 | 1   | Indoor Air Handling Unit | 15,875 |
| A3   | AHU-5B1 | 1   | Indoor Air Handling Unit | 12,470 |
| A4   | AHU-5B2 | 1   | Indoor Air Handling Unit | 9,970  |

**Product Data:**

Multizone Indoor Air Handling Unit  
2" double wall construction  
R13 injection with foam insulation  
460/3-unit voltage

2" MERV 8 Front load filter – one set  
Chilled water-cooling coil  
Hot water heating coil  
ECM supply fans  
Modulating multizone dampers  
1 year replacement parts and labor warranty  
Factory startup

**Project Inclusions:**

1. Trane shall provide all necessary supervision, labor, payroll taxes, insurances, material, and ancillary equipment to ensure a complete installation for the system retrofits as described for this project.
2. Trane will take precautions due to the nature of the work activities being performed to protect adjacent surfaces, floors, walls, desks, etc.
3. All work sequences to comply and coordinate with facilities staff member, department heads and supervisors.
4. Trane will provide and maintain a schedule of the project throughout the duration of the work.
5. Trane will provide the necessary manufacturer's warranty documentation for the materials and equipment installed under this package of work.
6. Trane shall comply with applicable state and local building codes when performing the work on this project.
7. Trane will coordinate with those code authorities that have jurisdiction for permitting inspections and final acceptance.
8. Trane shall comply with OSHA regulations when performing work on the project.
9. Trane shall comply with manufacturers' guidelines when performing equipment installation.
10. Customer agrees to perform the removal of stored materials, furniture or any obstacles from the areas where work is to be performed, in advance of the work performed by Trane under this agreement.
11. Customer agrees to perform the removal and or relocation of furnishings from the offices, classrooms, labs, or other occupied spaces where work is to be performed, in advance of the work to be performed by Trane's coordinated work schedule under this agreement, on an ongoing basis.
12. Customer agrees to the acceptance of portions of the work as they become completed because the customer agrees that they will receive beneficial use of those enhanced, upgraded, remodeled, or improved facilities during the remaining period of construction.
  - a. This implies a formal process of walking the enhanced, upgraded, remodeled, or improved facilities. Identification of deficient items, jointly creating a punch list, Trane making the remedy of those punch list items prior to acceptance by the customer.
  - b. Customer agrees that it will not unduly withhold acceptance of properly completed portions of the work.
  - c. Trane commits to providing a detailed warranty matrix at the conclusion of the project to ensure that all parties agree on the warranty dates for different work items within different buildings.
13. Customer agrees to provide access to the areas of work in a timely manner to facilitate the progress of the work.
14. Trane will ensure that obvious defects in the work or work that does not meet the standards of acceptable construction practice will be remedied prior to final acceptance of the project.
15. Trane will require all construction staff working on the customer premises to wear the proper personal protective equipment (PPE) including but not limited to hardhats, safety glasses, reflective safety vests with the company name, gloves, protective footwear, hearing protection, etc. as appropriate for the work being performed.
16. Because customer must maintain normal operations; parking, material staging, and clean-up will be a constraint. Parking spaces will be identified for Trane contractor parking and parking permits will be issued to Trane for contractor parking.
17. Trane is responsible for daily clean-up and disposal of construction debris, packaging materials, pallets, personal trash, or other trash. This construction activity generated trash will be placed in a dumpster provided by Trane.
18. No construction debris will be placed in Customer receptacles or containers.
19. Eating, consuming fluids, or smoking will only be allowed in areas designated by customer.
20. Contractor & Subcontractor employees will not be permitted to smoke, eat, or consume fluids in the work zones.
21. Does not include anything not specifically detailed within this proposal.
22. Proposal does not include day to day work with Third-Party Commissioning Agent unless specified by proposal.

23. Trane will require customer personnel to shut down and start-up any systems that require this in order to perform the work.
24. Customer to make provisions for a material laydown area close to the project site for contractor material staging. Fencing to protect this laydown area is the responsibility of Trane.
25. Source panels shutdowns to be coordinated with the customer to replace new units electrical breakers. These shutdowns are expected to be during normal operating hours. This to be coordinated with the customer.
26. The replacement of the air handling units is expected to be during normal operating hours. This to be coordinated with the customer.
27. This project assumes construction phase during August 2026.
28. This proposal assumes substantial completion by August 31st, 2026.

### **Project Exclusions & Clarifications:**

1. Any engineering services, structural engineering or structural verification is excluded unless noted in the scope of work.
2. Texas State Sales, Use or Remodel Taxes are excluded. Our understanding is the customer is tax exempt.
3. After hours security detail or cost for such a detail is excluded.
4. Temporary heating, cooling or electrical power generation equipment or installation is excluded.
5. Demolition, repair, modification or installation of the following systems or system components such as but not limited to, security camera systems, door access control systems, Ethernet cabling, IT networking or Wi-Fi systems, routers, or other systems not specifically part of this installation are excluded.
6. Replacement of floor covering is excluded.
7. Trane excludes bringing existing non-compliant code issues up to current codes unless specifically related to the equipment or materials being installed under this agreement.
8. Trane excludes any work related to fire sprinkler or fire alarm systems.
9. Trane excludes the installation and/or integration of smoke detectors, including any associated wiring or raceways. The existing detectors are assumed to be in good working condition.
10. Trane will require customer personnel to shut down and start-up any systems that require this in order to perform the work.
11. Trane excludes the integration and associated wiring of Fire / fire-smoke and control dampers.
12. Trane excludes the integration of addressable fire alarm devices into an existing or new fire alarm control panel (FACP). Customer is expected to contract this scope directly.
13. Trane excludes furnishing or installing addressable fire alarm devices as part of this program of work.
14. Trane excludes the repair, replacement or rebuilding of customer equipment that is not listed in the equipment lists provided in this document.
15. Trane excludes the removal, remediation, or handling of hazardous or contaminated soils, paints, coatings, adhesives, or other materials as part of this program of work. If suspicious materials are discovered, they will be identified and presented to the customer representative for testing.
16. Trane excludes the correction, repair or remediation of existing code compliance issues uncovered or existing at the facility that are outside the scope of this project work.
17. The cost to provide temporary cooling, heating, or power for the execution of this work or during the execution of this work is excluded
18. Work required to correct, bring into compliance, or mitigate ADA (American with Disabilities Act) requirements is excluded.
19. Trane excludes Maintenance Bond for this work.
20. This proposal does not include the replacement of chilled water or hot water valves. Proposal assumes existing valves are in good working condition.
21. This proposal does not include the replacement of any zone actuators. Proposal assumes existing actuators are in good working condition.



# Pricing and Acceptance

Midland College

## Price

Total Net Price (excluding sales tax) ..... \$1,188,000.00 USD

Select one or more of the following:

- AHU-5A1 - \$298,000.00 USD
- AHU-5A2 - \$307,000.00 USD
- AHU-5B1 - \$290,000.00 USD
- AHU-5B2 - \$293,000.00 USD
- All four air handling units (AHU-5A1, 5A2, 5B1 & 5B2) - \$1,188,000.00

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Respectfully submitted,

Rusty Reeves  
Trane U.S. Inc.  
Office Phone: (940) 550-5840



## ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Commercial Turnkey Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

|   |  |
|---|--|
| Submitted By: Rusty Reeves                    | Cell: (940) 550-5840<br>Proposal Date: March 2, 2026 |
| <b>CUSTOMER ACCEPTANCE</b><br>Midland College | <b>TRANE ACCEPTANCE</b><br>Trane U.S. Inc.           |
| Authorized Representative                     | Authorized Representative                            |
| Printed Name                                  | Printed Name   |
| Title   | Title  |
| Purchase Order<br>Acceptance Date:            | Signature Date<br>License Number:                    |

**TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work**

“Trane” or “Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions, and the final Proposal price (“Proposal Price”). If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.**

a. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code.** For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

**5. Exclusions from Work.** Company's obligation is limited to the Work as written and defined under the scope of Work and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company in accordance with the Change of Work process defined hereunder.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** For Upon execution hereof, 25% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Equipment Location & Access.** Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

**10. Completion.** When Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

a. **Substantial Completion.** When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed “punch list” listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been

completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

**b. Final Completion.** Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

#### 11. Changes in Work

**a.** Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

**b.** If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

- (1) A lump sum agreed to by Customer and Trane;
- (2) Unit prices set forth in this Agreement or subsequently agreed to; or
- (3) Cost of the work ordered plus a fee agreed to by the parties.

**c.** The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
- (2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
- (3) the costs of renting machinery and equipment, except hand tools;
- (4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
- (5) additional costs of supervision and field office personnel directly attributable to the additional work.

**12. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**13. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**14. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, contract time, or both.

**15. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**16. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**17. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**18. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

**19. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

#### 21. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL**

COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.

**22. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**23. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

#### 24 Insurance.

- a. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

|                              |                            |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability         | \$2,000,000 CSL            |
| Workers Compensation         | Statutory Limits           |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

- b. Customer's Liability and Property Insurance.** (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than \$5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgage clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

**25. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**26. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supercedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**27. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment

individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**28. Export Laws.** The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**29. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**30. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

**31. Building Automation Systems and Network Security.** Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10 (07072025)  
Supersedes 1-26.251-10(0325)

## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:  
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.  
"Equipment" shall have the meaning set forth in the Agreement.  
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.  
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.  
"Services" shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.



11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2



Trane U.S. Inc.  
8308 Upland Avenue  
Lubbock, TX 79404  
Phone: (806) 747-0266

March 02, 2026

Midland College  
3600 N GARFIELD  
Midland, TX 79705-7970  
(432) 686-4210

**Site Address:**  
Midland College Central Plant  
3600 N Garfield St  
Midland, TX 79705

**ATTENTION:** Charles Roberts

**PROJECT NAME:** Midland College Cooling Tower Rebuild  
**CO-OP QUOTE NUMBER:** L5-02-10640-26-002 **CO-OP OR FEDERAL CONTRACT ID:** OMNIA Racine #3341

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

## EQUIPMENT LIST

### Midland College Central Plant

The following "Covered Equipment" will be serviced at Midland College Central Plant:

| Equipment     | Qty | Manufacturer | Model Number | Serial Number | Asset Tag |
|---------------|-----|--------------|--------------|---------------|-----------|
| Cooling Tower |     | EVAPCO       | USS424-924   | 7-307023      |           |

## SCOPE OF SERVICE

- 1) Coordinate shutdown of both cooling towers as required by owner's schedule. Shutdown of chillers, fans, and pumps by others, as required.
- 2) Remove and properly dispose of the fill material, top eliminators, and side louvers from all four (4) cooling tower cells. Provision of required trash dumpster is included.
- 3) Seal any leaks from casing panels while fill material is out.
- 4) Lightly pressure wash insides of towers to remove loose scale, mud, and sludge.
- 5) Furnish and install new PVC fill material in all four (4) cells.
- 6) Furnish and install new top PVC drift eliminators in all four (4) cells.
- 7) Furnish and install new PVC air intake louvers on all four sides of the cooling towers.
- 8) Clean cold water basins to remove any remaining mud, sludge, and loose scale deposits.
- 9) All necessary labor, materials, disposal, supervision, and insurance are included. Towers will drained utilizing existing drain lines, valves, etc. All presumed in sufficient, working condition. As quoted, does not include any drive assembly components (shafts/bearings, motors, or belts).
- 10) Leave jobsite in a clean condition.
- 11) All necessary materials, freight, labor, crane, supervision, and insurance are included.

## ACCOUNT CHECKLIST-QUOTED WORK



**Customer, please complete the following information.**

1. Does your company require a PO to schedule work?  YES  NO
  - a) If yes Provide PO Number here: Click or tap here to enter text.
  - b) If no please provide what you would like to use in place of a PO: Click or tap here to enter text.
2. Is there any specific documentation required with your invoice?  YES  NO
  - a) If Yes, Please specify: Click or tap here to enter text.
3. How would you like your invoice delivered?  MAIL  EMAIL  EDI (Automatic)  
 WEB 3<sup>rd</sup> Party System (Coupa, Corrigo, Ariba, Tungsten, etc....) :Click or tap here to enter text.
4. Please provide your Bill To Address: Click or tap here to enter text.
5. For PAYMENT inquiries, please provide contact and details below:
  - a) Full Name: Click or tap here to enter text.
  - b) Direct Phone Number: Click or tap here to enter text.
  - c) Email Address: Click or tap here to enter text.
6. Is this site TAX EXEMPT?  YES  NO

If YES, please click link to upload a VALID exemption for the state where the work will be performed and provide a copy to your Trane contact.

***\*Please upload all Tax Exemption Certificates to <http://trane.certifytax.com/custportals.aspx>***

***\*Please Note: Trane Payment Terms are Net 30 Days***



# PRICING AND ACCEPTANCE

Midland College  
3600 N GARFIELD  
Midland, TX 79705-7970

Site Address:  
Midland College Central Plant  
3600 N Garfield St  
Midland, TX 79705

**TOTAL PRICE:** ..... **\$196,140.00 USD**

## CLARIFICATIONS

- Applicable taxes are not included and will be added to the invoice.
- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- This proposal is valid for 30 days from March 02, 2026

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Rusty Reeves

## TARIFFS

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Quoted Service).**

| CUSTOMER ACCEPTANCE                | TRANE ACCEPTANCE                       |
|------------------------------------|--|
| _____<br>Authorized Representative | Trane U.S. Inc.                        |
| _____<br>Printed Name              | _____<br>Submitted By: Rusty Reeves    |
| _____<br>Title                     | _____<br>Proposal Date: March 02, 2026 |
| _____<br>Purchase Order            | _____<br>Cell: (940) 550-5840          |
| _____<br>Acceptance Date           | _____<br>License Number: TACLA23802C   |
|                                    | _____<br>Authorized Representative     |
|                                    | _____<br>Title                         |
|                                    | _____<br>Signature Date                |

# TERMS AND CONDITIONS

## TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada. To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon the Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counteroffer will be deemed accepted. Customer’s acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services rendered by Company to the date of cancellation.

**4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**6. Services Fees and Taxes.** Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

**7. Payment.** Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**8. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

**9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer’s request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”) including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the “Limited Warranty”). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company’s obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer’s failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to



Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

**13. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**15. CONTAMINANTS LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

**16. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:**

|                              |                            |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability         | \$2,000,000 CSL            |
| Workers Compensation         | Statutory Limits           |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**18. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**19. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several

counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**20. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0225)  
Supersedes 1-10.48 (1024)

# SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. Definitions. All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:

Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.

Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.

Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.

Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:

- a. Data backups; and
- b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2

# APPENDIX

## SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training



## ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

## CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



**APPLICATION PROCEDURES**  
**City Development & Non-Departmental Funding**  
**Fiscal Year 2026-2027**

Greetings: Proposals should include a response to each of the items listed below. The funds you are requesting should be for events that will occur between October 1, 2026 and September 30, 2027. All proposals should be organized in the format below:

- I. Proposal Table of Contents
- II. Proposal Detail (please structure your proposal with the following sections where appropriate).
  - A. ORGANIZATION IDENTITY
    1. Name, address, telephone number and web address of the organization.
    2. Name, address, telephone number of the project, if different.
    3. Name, address, telephone number, title and e-mail of contact person.
    4. Name, address, telephone number, title and e-mail of person responsible for the project, if different.
    5. Copy of Articles of Incorporation/Charter/Constitution, and Bylaws.
    6. Name and title of person who is authorized to sign contracts for the organization.
  - B. ORGANIZATION OVERVIEW
    1. Brief history and description of the organization.
    2. Primary purpose and programs.
    3. Geographic area and age group served by the organization.
  - C. NATURE OF REQUEST
    1. Amount requested.
    2. Description of project.
    3. Description of target populations served by project.
    4. Workplan or timeline for project.
    5. Evaluation plan for project outcome.
    6. Plan for on-going funding of the project.



D. FINANCIAL INFORMATION

1. Project budget including income & expenses for the project year being applied for.
2. Total project budget compared to amount proposed to be funded by the City.
3. Total project income at date of application and/or proposed income.
4. Total organization operating budget for the current year (income & expenses).
5. Latest annual financial statement (audited if available).
6. Last year's IRS Form 990 or 990PF information.
7. Grants received (from other funding sources) & pending grant requests for project.
8. Sources and amounts of all other income.

E. SUPPORTING DOCUMENTATION

1. Qualifications of each staff person.
2. Percent of time for each staff person allocated to the proposed project.
3. A copy of the organization's IRS tax-exempt status letter.
4. A list of Board of Directors, with occupations or affiliations.
5. Letter signed by Board Secretary stating that this application has the approval of the Board of Directors.

**Please complete your attached application and all required documents via one of the following methods:**

- EMAIL a single PDF scan of your entire application (**ONLY ONE SCAN ON THE PDF PLEASE**), OR,
- Mail to City of Midland, Attention: City Governance Officer/City Secretary Marcia Bentley-German, 300 N. Loraine St., Midland, TX, 79701,  
OR
- Walk in one unbound copy to my attention

Proposals should be submitted to the attention of Marcia Bentley-German, City Secretary's Office, 300 North Loraine, Suite 330 by 5:00 p.m. **Friday, March 20, 2026.**

Revised 2/2026



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# Midland College

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Board of Trustees

City of Midland

Attn: City Governance Officer/City Secretary Marcia Bentley-German

300 N. Loraine St.

Midland, TX 79701

March 17, 2026

**Re: Board Approval for Grant Application – FY 2026–2027 City Development & Non-Departmental Funding**

Dear Ms. Bentley-German,

On behalf of Midland College's Business and Economic Development Center, this letter serves as formal confirmation that the Board of Trustees has reviewed and approved the submission of the organization's proposal for funding under the City Development & Non-Departmental Funding Program for Fiscal Year 2026–2027.

Thank you for your consideration.

Sincerely,

Steve Kiser  
Board Chair

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3600 N. Garfield • Midland, Texas 79705-6399 • (432) 685-4520 • Fax (432) 685-4522 • [www.midland.edu](http://www.midland.edu)

MIDLAND COLLEGE IS AN EQUAL OPPORTUNITY EMPLOYER/EDUCATOR

Midland College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award certificates and associate and baccalaureate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Midland College



**Midland College and Midland College Foundation Donations  
February 6 to March 3, 2026**

|   |                    |
|---|--------------------|
| Kids' College - General Scholarship: Gifts & Donations          | \$11,535.00        |
| <i>Friends of the Series</i>                                    | \$8,550.00         |
| Golf Program  | \$5,000.00         |
| Chap Athletic Club: Sponsorship                                 | \$3,000.00         |
| Employee Payroll Deductions                                     | \$1,090.66         |
| College & Career Connections: EOY Giving                        | \$250.00           |
| Chap Food Pantry  | \$125.00           |
|   |                    |
| <b>Scholarships</b>   |                    |
| Betty & Ernest Locklar Scholarship                              | \$20,000.00        |
| Scholars' Dollars Program                                       | \$10,000.00        |
| Mark and Violet Singh Endowed Scholarship                       | \$2,500.00         |
| LaVoe B. Peeler & Kenneth A. Peeler ECHS@MC Endowed Scholarship | \$1,000.00         |
| PEO Memorial Scholarship  | \$508.25           |
| Various Scholarships - \$1,500 donation or less                 | \$30.00            |
|   |                    |
| <b>Total Donations</b>  | <b>\$63,588.91</b> |



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# Midland College

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Office of the President

## MEMORANDUM

TO: Board of Trustees

FROM: Dr. Damon Kennedy, President

DATE: March 17, 2026

SUBJECT: Employment of Non-Contractual Full-Time Employees

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For your information, I have approved the full-time non-contractual employment of the following individuals in the positions shown.

|                    |   |
|--------------------|---|
| Matthew Buckingham | Coordinator - Career Readiness & Leadership Development |
| Abigail De La Rosa | Assistant Teacher - Pre-K Academy                       |
| Nicole Glenn       | Academic Advisor - Pathways                             |
| Gabrielle Guevara  | Academic Advisor - Pathways                             |
| Sonja Hernandez    | Police Officer  |
| Little McPherson   | Teacher/Lab Instructor - HLGCC                          |
| Ricky Randl        | Grounds - Working Foreman                               |

For your information, I have approved the full-time non-contractual employment changes of the following individual(s) to the positions shown.

|                     |  |
|---------------------|--|
| Justin Bateman      | Associate Vice President of Educational Partnerships       |
| Gabryelle Gutierrez | Human Resources Generalist - Onboarding                    |
| Karissa Kienast     | Director of Professional Learning                          |
| Jaylaan Knighten    | Administrative Assistant II - AVP Educational Partnerships |
| Geneva Munoz        | Human Resources Generalist - Talent Acquisition            |
| Jaden Ruff          | Associate Director - Accounts Payable                      |
| Amy Warren          | Manager - Benefits and Leaves                              |



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# Midland College

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Office of the President

## MEMORANDUM

TO: Board of Trustees

FROM: Dr. Damon Kennedy, President

DATE: March 17, 2026

SUBJECT: Resignations  
Full-Time Non-Contractual Employees and Contractual Employees at the End of  
the Contract Term

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For your information, the following resignations have been received and were approved from the following full-time employees who held the positions shown.

|                 |                                   |
|-----------------|-----------------------------------|
| Erica Castrillo | Assistant Teacher - Pre K Academy |
| Joel Orosco     | Faculty - Natural Gas Compression |
| Timothy Roberts | Faculty - Automotive Technology   |
| Lauren Starr    | Coordinator - Adult Education GED |



## Upcoming Events

|                          |   |   |
|--------------------------|---|---|
| <b>3/20<br/>Friday</b>   | <b>Science Extravaganza</b>   | <b>MC Main Campus</b>                                   |
| <b>3/20<br/>Friday</b>   | <b>Chaps Baseball v Howard College</b>  | <b>12:00 p.m. double header<br/>Christensen Stadium</b> |
| <b>3/20<br/>Friday</b>   | <b>Lady Chaps Softball v El Paso Community College</b>                              | <b>1:00 p.m. double header<br/>Lady Chaps Field</b>     |
| <b>3/21<br/>Saturday</b> | <b>Lady Chaps Softball v Frank Phillips College</b>                                 | <b>11:00 a.m. double header<br/>Lady Chaps Field</b>    |
| <b>3/23<br/>Monday</b>   | <b>SpEd Resource Fair (GISD &amp; MISD)</b>   | <b>5:00 p.m.-7:00 p.m.<br/>Carrasco Room</b>            |
| <b>3/26<br/>Thursday</b> | <b>Davidson Distinguished Lecture Series:<br/>An Evening with Anna Maria Chávez</b> | <b>7:00 p.m.-8:30 p.m.<br/>Chap Center</b>              |
| <b>3/28<br/>Saturday</b> | <b>eSports Tournament</b>   | <b>12:00 p.m.-8:00 p.m.<br/>eSports Arena</b>           |
| <b>3/28<br/>Saturday</b> | <b>Chaps Baseball v Western Texas College</b>                                       | <b>12:00 p.m. double header<br/>Christensen Stadium</b> |
| <b>3/28<br/>Saturday</b> | <b>Lady Chaps Softball v Western Texas College</b>                                  | <b>1:00 p.m. double header<br/>Lady Chaps Field</b>     |
| <b>4/3<br/>Friday</b>    | <b>Midland College Campuses Closed<br/>Easter Holiday</b>                           | <b>All Campuses</b>                                     |
| <b>4/3<br/>Friday</b>    | <b>Chaps Baseball v New Mexico Junior College</b>                                   | <b>12:00 p.m. double header<br/>Christensen Stadium</b> |
| <b>4/7<br/>Tuesday</b>   | <b>Community Blood Drive</b>  | <b>10:00 a.m. - 2:00 p.m.<br/>DHS Building</b>          |

|                             |   |   |
|-----------------------------|---|---|
| <b>4/11<br/>Saturday</b>    | <b>West Texas Symposium of History</b>            | <b>8:30 a.m. – 1:30 p.m.<br/>MHAB</b>                       |
| <b>4/17-18<br/>Fri-Sat.</b> | <b>Chaps Baseball v El Paso Community College</b> | <b>12:00 p.m. double<br/>header<br/>Christensen Stadium</b> |
| <b>4/18<br/>Saturday</b>    | <b>Lady Chaps Softball v Howard College</b>       | <b>1:00 p.m. double<br/>header<br/>Lady Chaps Field</b>     |
| <b>4/21<br/>Tuesday</b>     | <b>Midland College Board of Trustees Retreat</b>  | <b>9:00 a.m.-3:00 p.m.<br/>Midland Country<br/>Club</b>     |
| <b>4/21<br/>Tuesday</b>     | <b>Midland College Board of Trustees Meeting</b>  | <b>4:00 p.m.<br/>Gibson Board Room</b>                      |