Minutes of Regular Meeting

The Board of Trustees
Kilgore Junior College District

A Regular Meeting of the Board of Trustees of Kilgore Junior College District was held Monday, April 10, 2017, beginning at 6:30 PM in the McLaurin Administration Building - 2nd Floor with the following board members present:

Joe Carrington
Lon Ford
Bob Heath
Brian Nutt
Cecelia Sanders
James Walker, Vice President
Larry Woodfin, President

Board Members absent: Scott Andrews, Karol Pruett

I. CALL TO ORDER
   A. Invocation and Pledge of Allegiance

The meeting was called to order at 6:30 by Larry Woodfin. Dr. Mike Jenkins led the invocation and Larry Woodfin led the Pledge of Allegiance.

II. CITIZEN COMMENTS

Chip Hale thanked KC for their student representation at the Kilgohg Arts Festival in Kilgore by the Rangerettes along with an exhibition by the KC Culinary Arts Department.

III. PRESENTATION
   A. Where Are They Now? - Trent Bennett, News Reporter for KETK News
      Presenter: Raymond Caldwell, Texas Shakespeare Festival Director

Former KC student Trenton Bennett was introduced by Raymond Caldwell, founder and artistic director of the Texas Shakespeare Festival for the Where Are They Now? Spotlight. Bennett graduated from KC and Stephen F. Austin State University and is a news reporter for KETK.

   B. Student Spotlight - Antonio Kelly
      Presenter: Dewey Greer, Process Technology instructor

KC student Antonio Kelly was introduced by KC Process Technology instructor Dewey Greer for his outstanding work ethic and success in the Process Technology program for the Student Spotlight. Kelly, a native of Kilgore, will graduate this year.

   C. Employee Spotlight - Biology Department: Lynn McCutchen, William Stowe, Leon Wooten, Dorothy Puckett, Debbie Williams, Jennifer Hudnall, & Jesse James
      Presenter: Louise Wiley, Instructional Division Dean, Math, Science and Health Sciences
The KC Biology Department was introduced by Louise Wiley, instructional division dean of the Math, Science and Health Sciences division for the Employee Spotlight. Faculty members recognized were Lynn McCutchen, William Stowe, Leon Wooten, Dorothy Puckett, Debbie Williams, Jennifer Hudnall, & Jesse James.

D. Student Success Spotlight - Abbreviated Score Card
   Presenter: Dr. Brenda Kays

Dr. Kays discussed the Abbreviated Score Card for Kilgore College:
- Persistence/Retention
- Coursework
- Transfer
- Graduation
- Employment/Licensure

E. Program Spotlight - KC Food Pantry
   Presenter: Dr. Mike Jenkins

Dr. Mike Jenkins, Vice President of Student Development, discussed KC Food Pantry.

IV. CONSENT AGENDA
A. To consider approving the minutes of the February 27, 2017 regular board meeting.
B. To consider approval of personnel items submitted as follows:
   1. **Recommendation to accept employee resignation as follows:**
      a. SBDC Business Advisor, effective March 31, 2017 after twelve years and ten months of service
   2. **Recommendation to accept employee retirement as follows:**
      a. Program Director & Instructor of Fire Academy, effective May 31, 2017 after ten years and ten months of service
      b. Professional Support Assistant, effective June 30, 2017 after ten years and five months of service
   3. **Recommendation for renewal of faculty contracts as follows:**
      a. Head Men's Basketball Coach and Kinesiology Instructor, based upon the approved faculty salary schedule for the period of June 1, 2017 - May 31, 2018
      b. Head Women's Basketball Coach and Kinesiology Instructor, based upon the approved faculty salary schedule for the period of June 1, 2017 - May 31, 2018

   Joe Carrington made a motion to accept the Consent Agenda as presented. Cecelia Sanders seconded the motion. The motion passed unanimously.

   Personnel Agenda on next page
Personnel Agenda

Kilgore Junior College District
Personnel Agenda
April 10, 2017

1. Recommendation to accept employee resignation as follows:
   Mr. Virgel Conner, SBDC Business Advisor, effective March 31, 2017 after twelve years and ten months of service

2. Recommendation to accept employee retirement as follows:
   Mr. Ronnie Gothard, Program Director & Instructor of Fire Academy, effective May 31, 2017 after ten years and ten months of service
   Ms. Nelda Ferguson, Professional Support Assistant, effective June 30, 2017, after ten years and five months of service

3. Recommendation for renewal of faculty contracts as follows:
   A. Mr. Brian Hoberecht, Head Men’s Basketball Coach and Kinesiology Instructor, based upon the approved faculty salary schedule for the period of June 1, 2017 – May 31, 2018
   B. Ms. Anna Nimz, Head Women’s Basketball Coach and Kinesiology Instructor, based upon the approved faculty salary schedule for the period of June 1, 2017 – May 31, 2018

V. EXECUTIVE SESSION

   The Board did not go into Executive Session.

VI. ACTION ITEMS

A. To consider payment of legal fees for services rendered

   Cecelia Sanders made the motion for payment of legal fees for services rendered. Bob Heath seconded the motion. The motion passed unanimously.

B. To consider approval of the 2017-2018 Student Catalog
   Presenter: Dr. Mike Turpin

   Link to the on-line catalog is https://www.kilgore.edu/sites/default/files/courses/pdf/KILGORE-COLLEGE-2017-2018-CATALOG-4-6-17.pdf

   Meeting adjourned at 7:21pm due to a tornado warning. Everyone moved to the board room until the alert was over. The meeting reconvened at 8:17pm.
Joe Carrington made the motion for approval of the 2017-2018 Student Catalog. Brian Nutt seconded the motion. The motion passed unanimously.

VII. BOARD COMMITTEE REPORTS & ACTION ITEMS

A. Investment/Finance/Audit Committee - Joe Carrington, Chair
   1. ACTION ITEM: To consider expansion of meal plan options as a recruiting tool
      Presenter: Joe Carrington

Joe Carrington made the motion to consider expansion of meal plan options as a recruiting tool. Because there was not a quorum at the Investment/Finance/Audit Committee Meeting of the Board the motion required a second. Bob Heath seconded the motion. The motion passed unanimously.

Exhibit

<table>
<thead>
<tr>
<th>Expanded/Extended Meal Plan Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Increase Summer II board to $470 to add weekend meals.</td>
</tr>
<tr>
<td>2. Create an “Extended I” board option for the Fall in the amount of $1,645. This plan would cover August 5th through the end of the Fall semester.</td>
</tr>
<tr>
<td>3. Create an “Extended II” board option in the amount of $1,580. This plan would cover August 11th through the end of the Fall semester.</td>
</tr>
</tbody>
</table>

2. ACTION ITEM: To consider approval of distribution of receipts from sale of contents at 1009 Brook Drive
   Presenter: Joe Carrington

Joe Carrington made the motion to consider approval of distribution of receipts from sale of contents at 1009 Brook Drive to be deposited into the Plant Reserves Fund. $501 was received for the playground equipment. $1,001 was received for contents. Because there was not a quorum at the Investment/Finance/Audit Committee Meeting of the Board the motion required a second. James Walker seconded the motion. The motion passed unanimously.

3. ACTION ITEM: To consider re-adopting the Kilgore College Tax Abatement Guidelines
   Presenter: Joe Carrington

Joe Carrington made the motion to consider re-adopting the Kilgore College Tax Abatement Guidelines. Because there was not a quorum at the Investment/Finance/Audit Committee Meeting of the Board the motion required a second. Bob Heath seconded the motion. The motion passed unanimously.

Exhibit on next page
ADOPTED BY THE KILGORE JUNIOR COLLEGE DISTRICT
BOARD OF TRUSTEES ON June 8, 2015

KILGORE JUNIOR COLLEGE DISTRICT GUIDELINES
AND CRITERIA FOR TAX ABATEMENTS

I. GENERAL PURPOSE AND OBJECTIVES

The Kilgore Junior College District (the "KJCD") is committed to the promotion of high quality education and development within its boundaries, and to an ongoing improvement in the quality of life for its residents. Insofar as these objectives are generally served by the enhancement of the tax base and expansion and diversification of the local economy, the KJCD will, on a case-by-case basis, give consideration to providing tax abatement, pursuant to the Property Redevelopment and Tax Abatement Act, TEXAS TAX CODE ANN. Sections 312.001 et seq., as from time to time amended (the "Act"), as a stimulation for economic growth and diversification in the KJCD. Consideration will be given to both new facilities and structures and for the expansion or modernization of existing facilities and structures. Proposed tax abatement agreements will be considered in accordance with the guidelines, criteria and procedures outlined in this document. Nothing herein shall imply or suggest that the KJCD is under any obligation to provide tax abatement to any applicant.

According to the Act, a municipality\(^1\) may grant tax abatement on the incremental value of real property (measured against the property's value for the year in which the abatement agreement is entered into) that is improved pursuant to a specific development proposal which meets the economic goals and objectives of the municipality. Pursuant to the Act, a tax abatement may also apply to certain tangible personal property located on the real property subject to the tax abatement agreement after the period covered by the tax abatement agreement.

Based on the general purpose and objectives and in compliance with the intent and tenets of the Act, the municipality may establish reinvestment zones for economic development purposes. The municipality may enter into tax abatement agreements with one or more owners of taxable real property that is located in a designated reinvestment zone.

Pursuant to Section 312.206 of the TEXAS TAX CODE ANN. (the "Code"), the KJCD is authorized to execute a written agreement with the owner of property that the KJCD has jurisdiction over not later than the ninetieth day after the date a tax abatement agreement between the owner of the property and a municipality is executed.

These Guidelines and Criteria are effective for two years from the date adopted. During that period, the Guidelines and Criteria may be amended or repealed only by a vote of three-fourths of the members of the Board of Trustees of the Kilgore Junior College District.
II. CRITERIA

Any proposed project must conform to the general guidelines specified below:

- Any request for tax abatement must involve a development project with either (i) a minimum incremental increase in value of $100,000 or (ii) a minimum cost of $100,000.

- Tax abatements are available for both new facilities and structures and for the expansion or modernization of existing facilities and structures.

- Additionally, a proposed project must satisfy the criteria set forth in the applicable guidelines of the appropriate municipality.

Taxpayers desiring to enter into an abatement agreement with the KJCD must file with the KJCD a copy of the application for tax abatement filed with the municipality. This application should set forth the proposed improvements, employment impact, fiscal impact, community impact and any other information required by the municipality. The information presented in the application filed with the municipality will be used by the KJCD to determine whether it is in the best interest of the KJCD that tax abatement be offered to a particular applicant. Specific considerations will include the degree to which the proposed project furthers the goals and objectives of the KJCD, as well as the relative impact of the project on the KJCD.

III. GUIDELINES

After complying with all statutory and other requirements and if a determination is made that a tax abatement agreement should be entered into with the applicant, the value and term of the abatement will be determined by the following guidelines

1. The rate of tax abatement with respect to any tax abatement agreement shall not exceed 100% of the incremental increase in value of real property and shall not exceed 100% of the value of tangible personal property other than inventory and supplies (but including inventory and supplies of certificate air carriers) eligible for tax abatement under the Act.

1 As used herein, references to a municipality with regard to tax abatements are equally applicable to the same actions of a county granting such tax abatement.
Exhibit cont.

2. Except with respect to property located in an enterprise zone, the agreement must contain terms identical to those contained in the agreement with the municipality providing for the portion of the property that is to be exempt from taxation under the agreement, the duration of the agreement, and the provisions included in the agreement under Section 312.205 of the Code.

3. Pursuant to Section 312.206(e) of the Code, if property taxes on property located in an enterprise zone are to be abated, the agreement may, but is not required to, contain terms that are identical to those contained in the agreement with the municipality, county, or both, and the only terms of the agreement that may vary are the portion of the property that is to be exempt from taxation under the agreement and the duration of the agreement.

4. The tax abatement period shall not exceed 6 years for investments less than $10 million. The tax abatement period shall not exceed 10 years for investments greater than or equal to $10 million. Under certain cases the Board of Trustees will consider abatements for up to 10 years for investments less than $10 million, if the abatement terms have been previously granted by a municipality.

5. Any tax abatement granted a project will become effective on January 1 of the year following the issuance of a Certificate of Occupancy for the new facilities unless otherwise specified in the tax abatement agreement.

6. In the event that Company (a) allows its ad valorem taxes owed the College to become delinquent, or (b) violates any of the terms and conditions of the Agreement, the Agreement then may be terminated by the College, and all taxes otherwise abated by virtue of the Agreement will be recaptured and paid to the College. As an alternative, the College may, in its discretion, not declare the Agreement terminated, but it must certify to the Gregg or Rusk Appraisal District that Company has failed to qualify for an abatement for the tax year.

7. At any time before its expiration, a tax abatement agreement may be modified by the parties to the agreement pursuant to Section 312.208 of the Code.

IV. PROCEDURE

Any person, partnership, organization, corporation or other entity desiring that the KJCD consider providing tax abatement to it shall be required to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that the KJCD is under any obligation to provide tax abatement.
in any amount or value to any applicant.

**Preliminary Application Steps**

1. Applicant shall submit a copy of the application for tax abatement filed with the appropriate municipality or county. In addition, the applicant shall provide the KJCD a copy of the Tax Abatement Agreement entered into between the applicant and the municipality and/or county, or a copy of the proposed agreement if such is not executed at the time of submission to the KJCD.

**Application Review Steps**

2. All information submitted will be reviewed for completeness and accuracy and additional information may be requested as needed.

3. The application may be distributed to the appropriate individuals, committees or departments for internal review and comments. Additional information may be requested as needed.

4. Copies of the complete documentation submitted and staff comments will be provided to the Board of Trustees.

**Consideration of the Application**

5. The Board of Trustees will consider the application.

6. The Board of Trustees may consider adoption of a resolution authorizing the KJCD to enter into a tax abatement agreement between the KJCD and the applicant (and, if desired by the KJCD, any lessee).

7. A tax abatement agreement between the KJCD and the applicant must be affirmed by a vote of a majority of the Board of Trustees at a regularly scheduled meeting of the Board. Prior to affirming such agreement, the Board of Trustees must determine that the terms of the agreement and the property subject to the agreement meet the guidelines and criteria as set forth herein.
4. ACTION ITEM: To consider approval of an External Auditor for FY17
   Presenter: Joe Carrington

Joe Carrington made the motion to consider approval of Henry & Peters, CPA as External Auditor for FY17. Because there was not a quorum at the Investment/Finance/Audit Committee Meeting of the Board the motion required a second. Cecelia Sanders seconded the motion. The motion passed unanimously.

Exhibit

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Henry & Peters
Certified Public Accountants, Inc.

March 27, 2017

To the Board of Trustees and Management
Kilgore Junior College District
Kilgore, Texas

We are pleased to confirm our understanding of the services we are to provide Kilgore Junior College District (the District) for the year ended August 31, 2017. We will audit the statement of net position and the related statements of revenues, expenses, changes in net position, and cash flows, including the related notes to the financial statements, which collectively comprise the basic financial statements of Kilgore Junior College District as of and for the year ended August 31, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Schedule of District's Share of Net Pension Liability
3) Schedule of District's Contributions
4) Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1) Schedule of Operating Revenues
2) Schedule of Operating Expenses by Object
3) Schedule of Non-Operating Revenues and Expenses
4) Schedule of Net Position by Source and Availability
5) Schedule of Expenditures of Federal Awards
6) Schedule of Expenditures of State Awards

More than Accounting.

Exhibit cont. on next page
The statistical supplements accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on such information.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well
as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of internal controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those
charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3)
additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected material misstatement aggregated during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuses that we report. Additionally, as required by the Uniform Guidance, it is management’s responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.
Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from these audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience, evaluate the adequacy and results of those services, and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors’ reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Henry & Peters, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Henry & Peters, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by an authorized oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we...
will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in September 2017 and to issue our reports in December 2017. Jana Bruissett is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $65,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes sixty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

HENRY & PETERS, P.C.

[Signature]

Jane K. Bruissett
Certified Public Accountant

RESPONSE:
This letter correctly sets forth the understanding of Kilgore Junior College District.

Management signature: ____________________________________________
Title: __________________________________________________________
Date: __________________________________________________________

Governance signature: ____________________________________________
Title: __________________________________________________________
Date: __________________________________________________________
5. ACTION ITEM: To consider extending Depository Contract through August 31, 2019  
Presenter: Joe Carrington

Joe Carrington made the motion to consider extending Depository Contract through August 31, 2019 with Austin Bank. Because there was not a quorum at the Investment/Finance/Audit Committee Meeting of the Board the motion required a second. James Walker seconded the motion. The motion passed unanimously.

Exhibit

March 29, 2017

Board of Trustees
Kilgore College
1100 Broadway
Kilgore, TX 75662

Board Members:

Thank you for the opportunity to continue providing banking services to Kilgore College. In response to your request, Austin Bank agrees to extend the current contract dated September 1, 2013 for two additional years under the same terms and conditions.

This agreement shall be in effect from September 1, 2017 until August 31, 2019 (termination date) and supersedes all previous agreements and may be amended only by written agreement executed by both parties.

Sincerely,

[Signature]
Kent Bryson, President
Kilgore Branch
Austin Bank Texas, N.A.

Accepted and Agreed:
Kilgore College

By: ______________________
Date: ____________________

Austin Bank Texas, N.A.

By: ______________________

1006 Stone Rd.
Kilgore, Texas 75662
903-983-5250 Fax 903-988-2564
6. INFORMATION ITEM: Tax Abatement Certificates of Compliance
   Presenter: Jana Russell, KEDC Asst. Director & Stephanie Moore, KEDC Office and Property
   Manager
   a. DTP Leasing/Drilltools, LLC
   b. Orgill, Inc/OG Dallas TX Landlord, LLC/Ryder
   c. Skeeter Products Inc.

Jana Russell, KEDC Asst. Director presented Tax Abatement Certificates of Compliance for DTP
Leasing/Drilltools, LLC, Orgill, Inc/OG Dallas TX Landlord, LLC/Ryder, and Skeeter Products Inc.

7. INFORMATION ITEM: Data Based Program Viability
   Presenter: Joe Carrington

Joe Carrington stated that Dr. Kays and Dr. Martin have been working to develop a tool in Jenzabar to see
how programs are doing financially. It will be a good tool in the budgeting process.

8. INFORMATION ITEM: Budget Reports
   Presenter: Joe Carrington

Joe Carrington and Duane McNaney were available to answer any questions.

9. INFORMATION ITEM: Public Funds Investment Act (PFIA) Quarterly Investment Reports
   Presenter: Joe Carrington

Joe Carrington and Duane McNaney were available to answer any questions.

10. INFORMATION ITEM: Texas Presbyterian Foundation (TPF) Quarterly Investment Report
    Presenter: Joe Carrington

Joe Carrington and Duane McNaney were available to answer any questions.

B. Policy & Personnel Committee - Karol Pruett, Chair
   Presenter: James Walker
1. ACTION ITEM: To consider an amendment to the Board of Trustees' By-Laws
   Section 3. Governing Board:
   ADDED:
   Board elections will be conducted in accordance with the parameters set forth in Chapter 41 of the
   Election Code, specifically (a)(1), stipulating given election dates in May of odd-numbered years
   (Election Code 41.001). At the regular election or any special election held to fill vacancies for the
   Board of Trustees, the candidate who shall have received the highest number of votes cast at such
   election for each position to be filled shall be declared elected. In the event of a tie vote, the respective
   candidates so tied shall participate in a coin toss to determine who shall be the duly elected Board
   Member unless one candidate withdraws (Election Code 2.001).

James Walker made the motion to consider an amendment to the Board of Trustees' By-Laws as quoted
above. Cecelia Sanders seconded the motion. The motion passed unanimously.

2. ACTION ITEM: To consider approval of Policies
   a. Board Evaluation Policy
   b. Academic Policies and Curriculum Review Policy
c. Kilgore College Concealed Carry Policy

James Walker made the motion to consider approval of the policies listed above. Lon Ford seconded the motion. The motion passed unanimously.

Exhibit

Board Evaluation Policy -- DRAFT
Approved By and Date: Board of Trustees
                      Executive Leadership Team 3-21-17

The Kilgore College Board of Trustees recognizes the importance of employing an annual Self-Assessment Questionnaire to evaluate Board health and effectiveness.

Board Evaluation Procedures
Approved By and Date: Executive Leadership Team 3-21-17

1. Each year in conjunction with the President’s evaluation process, the Kilgore College Board of Trustees will complete a Self-Assessment Questionnaire.
2. Results of the questionnaire will be compiled and distributed to the Board and to the President.
3. The Board will then schedule a retreat to review its self-evaluation and address concerns in the way that the Board now functions in tandem with setting specific goals to pursue.
4. This cycle will repeat itself.
5. Each year the Self-Assessment Questionnaire, in addition to its normal content, will encompass questions specifically related to how successful the Board believes itself to have been in addressing its noted concerns and accomplishing its goals from the previous year’s Self-Assessment Questionnaire.

Exhibit cont. on next
Exhibit

Academic Policies and Curriculum Review Policy-DRAFT

Approved By and Date:  
Board of Trustees  4/10/17  
Executive Leadership Team  3/3/2017

The Board of Trustees of Kilgore College recognizes that the curriculum is appropriately of central concern to the faculty, and therefore encourages all faculty members to propose the addition of courses and programs as well as the revision and deletion of existing courses and programs. Although most of the initiatives for curriculum change come from faculty, the process of moving those ideas through the necessary channels to incorporate them into the curriculum requires the joint effort of faculty, instructional leaders, administrators and staff. The approval process for such additions and revisions will include review by the affected departments or programs. The Academic Policies and Curriculum Committee (APCC), appointed by the Vice President of Instruction, has a key role in this process. It is responsible for representing all faculty members by bringing their ideas to the committee and discussing the ideas and concerns to the committee for discussion and possible action. The Committee is comprised of instructional leaders from all curricular areas to ensure the proposed curriculum changes are sufficiently vetted by all potentially affected disciplines.

Academic Policies and Curriculum Review Procedures

Approved By and Date:  
Executive Leadership Team  3/3/2017

The Academic Policies and Curriculum Committee (APCC) is appointed by the Vice President of Instruction, and is comprised of a broad representative group consisting of faculty from both the academic and workforce areas of the college, the division deans, and the Vice President of Instruction, who chairs the committee. Student development and business office personnel serve on the committee as ex officio members to facilitate communication.

Responsibilities of the APCC:
1. Meets as needed to study and to respond to college issues as recommended by the Vice President of Instruction.
2. Reviews all instructional policies and considers the need for additional ones, as needed.
3. Reviews all academic course recommendations and revisions to existing academic courses and determines that they meet the Texas Higher Education Coordinating Board (THECB) guidelines as outlined in the Lower Division Academic Course Guide Manual (ACGM), and ensures compliance with Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements.
4. Reviews all new workforce education courses and determines that they meet THECB guidelines as outlined in the Guidelines for Instructional Programs in Workforce Education (GIPWE).
5. Reviews and ensures that all workforce education courses and program changes comply with the requirements for the Associate of Applied Science Degrees, and or Certificates in the Guidelines for Instructional Programs in Workforce Education (GIPWE) and the Workforce Education Course Manual (WECM).
6. Reviews and approves all courses to be designated as fulfilling core requirements for the AA, AS, and the AAT degrees.
7. Reviews and approves any new Associate of Applied Science degree. Reviews curriculum for proliferation of courses within programs and departments.
8. Evaluates the curriculum, curriculum change process, and curriculum issues as needed.

Exhibit cont. on next page
Kilgore College Concealed Handgun Policy - DRAFT

Approved By and Date: 
Board of Trustees 4/10/17
Executive Leadership Team 3/22/17

Kilgore College is committed to providing a safe and secure living, learning and working environment for all students, faculty, staff, and community visitors in a diverse campus community setting. As provided by law, handgun license holders may carry concealed weapons on Kilgore College campuses, except for a limited number of exclusion zones and certain necessary restrictions as outlined in the accompanying procedures.

The open carrying of handguns is prohibited on campus.

Licensed peace officers are authorized by law to carry firearms at all times both open carry and concealed carry. Licensed peace officers who are open carrying must have law enforcement identification easily visible to the public.

In compliance with Texas S.B. 11, the Kilgore College Board of Trustees established this policy upon recommendation of the college administration and the concealed carry committee. This committee developed and presented recommendations after consulting with Kilgore College students, staff, and faculty about the nature of the student population, specific safety considerations, and the uniqueness of the campus environment. This policy was reviewed by the Kilgore College Board of Trustees as required by law.

Kilgore College Concealed Handgun Procedures

Approved By and Date: 
Executive Leadership Team 3/22/17

Definitions

Campus: All land and buildings owned or leased by an institution of higher education.

Concealed Carry: The handgun’s presence is not openly discernible to the ordinary observation of a reasonable person.

Exclusion Zones: Areas where the carrying of a handgun by a license holder is prohibited. These areas are to be indicated by signage in compliance with Penal Code 30.06(c)(3).

Handgun: Any firearm that is designed, made, or adapted to be fired with one hand.

Handgun License: A license issued by the State of Texas or another U.S. state recognized under the Texas Government Code 411, Subchapter H allowing an individual to carry a handgun on or about their person.

Holster: A device specifically designed and manufactured to be worn on the body and have sufficient tension or grip to retain a handgun securely while being jostled. It must be designed to completely cover the trigger and the entire trigger guard area.

Residential Facilities: Dormitories or other residential facilities that are owned or leased and operated by the institution and located on the campus of the institution.
Exhibit cont.

Testing Center: Any facility owned or utilized by Kilgore College in which the administration or proctoring of exams by a Kilgore College Testing Center is actually occurring or imminently about to occur.

Exclusion Zones
Handgun license holders are responsible for obeying all properly posted exclusion zones. Exclusion zones will have signage that prohibits handguns and is compliant with Penal Code 30.06(c)(3). Kilgore College excludes concealed handguns in the following areas.

1. **Exclusions Required by Other Entities.** Areas for which state or federal law, licensing requirements, or contracts require exclusion exclusively at the discretion of the state or federal government, or in which handguns are prohibited by an accrediting authority. Refer to Appendix A for a list of exclusion zones.

2. **Patient Care Areas.** Section 46.035(b)(4) of the Penal Code excludes hospitals licensed under Chapter 241 of the Health and Safety Code. By analogy and extension, patient care areas will be excluded, including hospitals, clinics, and mental health treatment areas. A “patient care area” is restricted to patient care areas for which a formal record of treatment is maintained. Refer to Appendix A for a list of exclusion zones.

3. **Areas Where Discharge of a Handgun Might Cause Widespread Harm.** Laboratories and instructional areas with extremely dangerous chemicals, biologic agents, explosive agents, compressed gases, or equipment that is incompatible with metallic objects, such as magnetic resonance imaging machines, are exclusion zones. Refer to Appendix A for a list of exclusion zones.

4. **Premises in or on which a Sporting Event is Taking Place.** Section 46.035(b)(2) of the Penal Code prohibits concealed handguns at high school, collegiate, and professional sporting events. By analogy and extension, any sporting event is excluded on Kilgore College campuses, whether an intercollegiate event or not. Refer to Appendix A for a list of exclusion zones.

   The Athletic Department will be responsible for the placement and removal of the exclusion signs for these sporting events.

5. **Formal Hearing Areas.** Section 46.03(a)(3) of the Penal Code excludes “any government court or offices utilized by the court.” Any facility used as a hearing room that operates similar to a court, i.e., where an individual or panel is designated under institutional policy to adjudicate the rights or privileges of a student or an employee of the institution, may be excluded. Refer to Appendix A for a list of exclusion zones.

6. **Areas where K-12 School Sponsored Activities Are Conducted.** Section 46.03(a)(1) of the Penal Code prohibits the carrying of handguns on “any grounds or building on which an activity sponsored by a school ... is being conducted.”

7. **Open Meetings Area.** Section 46.035(c) of the Penal Code prohibits a licensee from carrying handgun regardless of whether the handgun is concealed in the room or rooms where any meeting of a governmental entity is held and if the meeting is an open meeting subject to Chapter 551, Government Code, and the entity provided notice as required by that chapter.

Exhibit cont. on next page
8. **Presidential Directive to Maintain Public Safety.** Any premises where the college, as directed or approved by the President as necessary for campus safety, gives effective notice on a temporary basis pursuant to Section 30.06, Penal Code. For this rule, the term “owner of the property” in Section 30.06(b), Penal Code, means the President of the college. No college employee is “someone with apparent authority to act for the owner” for purposes of Section 30.06(b), Penal Code. All notices under Section 30.06, Penal Code, will be institutional notice, conform to Sections 46.03 and 46.035, Penal Code, and apply equally to all handgun license holders.

**Review of Exclusion Zones**

Future proposals and recommendations for exclusion zones will be reviewed by the Kilgore College Campus Police; Environmental Safety, Construction & Facilities Manager; and the President. Each person proposing an exclusion zone is responsible for providing the justification for the exclusion zone based on a provision of this policy. Exclusion zone recommendations should be presented to the President by the end of each academic year. Campus Police will maintain signs available for temporary exclusion zones.

**Training**

Additional training will be provided by the college for those interested in more in-depth information about campus carry and related issues. Responsibility for campus carry training rests with Campus Police, Vice President of Student Development, and Human Resources.

**Residential Facilities**

Senate Bill 11 provides that, “An institution of higher education … may establish rules, regulations, or other provisions concerning the storage of handguns in dormitories or other residential facilities that are owned or leased and operated by the institution and located on the campus of the institution.”

Any resident of campus housing who is a handgun license holder and wants to store a handgun in his/her assigned room must request a gun safe that will be provided by the student housing department. Residents may not provide their own personally owned safe for the purpose of handgun storage. The resident may not provide access to his/her handgun safe to any other individual. Failure to comply with this rule may result in removal from campus housing and subject the student to the college student conduct process.

The Residential Life department will develop roommate selection clauses for students who do not wish to room with licensees. The residential housing application will be revised to provide an opportunity for residents to self-select a non-licensee holder as a roommate. For example, applicants could be asked to indicate on the residential application form, “I voluntarily disclose that I am not licensed to carry a concealed handgun, and I request a roommate who has made this same voluntary disclosure.”

**Requirement for Holster**

A license holder who carries a handgun on campus must carry it in a holster or other secure weapon case that completely covers the trigger and the entire trigger guard area. The holster must have sufficient tension or grip on the handgun to retain it in the holster even when subjected to unexpected jostling.

**Inclusion in Syllabi**

The following statement shall be included in all syllabi:

- “We respect the right and privacy of those who are duly licensed to carry concealed weapons in this class. License holders are expected to behave responsibly and keep a handgun secure and concealed. Open carry is not allowed. More information is available at [http://www.kilgorecollege.edu/campuscarry](http://www.kilgorecollege.edu/campuscarry).”

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*April 10, 2017 Minutes*
Exhibit cont.

**Enforcement**
If a person is believed to have improperly displayed a handgun or carried a handgun into a location where concealed carry is not permitted, the campus police should be contacted.

Any violation of state law on the campuses may lead to the filing of criminal charges. The college will consider any violation of state law regulating firearms to be a violation of this policy. Accordingly, such a violation is subject to disciplinary action under the student code of conduct or personnel policies.

The licensing statute, Chapter 411, Government Code, effectively requires that the handgun be "concealed," meaning that the handgun’s presence is "not openly discernable to the ordinary observation of a reasonable person." Similarly, Section 46.035, Penal Code, on unlawful carry by a licensed holder, prohibits intentional display of the handgun in plain view of another person in a public place as well as possession, whether or not concealed, in specific areas. The open carrying of handguns is prohibited on campus.

Student and employee policies will be modified to provide for disciplinary action for violating the Kilgore College Campus Carry Policy and shall include the following language:

- "License holders bear the responsibility for safeguarding their handguns at all times and must take all necessary precautions to ensure their handguns are secured in a manner that is most likely to prevent theft, loss, damage or misuse. Failure to secure a handgun at all times on the Kilgore College campus will be considered a failure to use reasonable care. License holders affiliated with Kilgore College who fail to use reasonable care in securing their handguns or act negligently are subject to disciplinary action, up to and including suspension, termination or non-renewal of appointment, or dismissal."
APPENDIX A

<table>
<thead>
<tr>
<th>FACILITY/PROGRAM/OFFICE</th>
<th>AREA EXCLUDED</th>
<th>TIMEFRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Health Science Center</td>
<td>Entire Health Science Center – all floors.</td>
<td>PERMANENT</td>
</tr>
<tr>
<td>2. Kilgore College Police Department</td>
<td>Entire KCPD office suite on the Kilgore Campus.</td>
<td>PERMANENT</td>
</tr>
<tr>
<td>3. Testing</td>
<td>Testing Centers on the Kilgore and Longview campuses and/or anywhere else on campus utilized as a temporary testing center.</td>
<td>PERMANENT: Full-time Testing Centers. TEMPORARY: During the operation of temporary testing centers.</td>
</tr>
<tr>
<td>4. East Texas Police Academy</td>
<td>Participants of the Basic Peace Officer Course will be prohibited from carrying while participating in the course.</td>
<td>TEMPORARY: During participation in the course.</td>
</tr>
<tr>
<td>5. Fire Academy</td>
<td>Participants of the Basic Firefighter Course will be prohibited from carrying while participating in the course.</td>
<td>TEMPORARY: During participation in the course.</td>
</tr>
<tr>
<td>6. Human Resources</td>
<td>Entire Human Resources office suite in the McLaurin Administration Building and/or anywhere else on campus that a personnel hearing or action takes place.</td>
<td>TEMPORARY: During personnel hearings and actions.</td>
</tr>
<tr>
<td>7. Vice President of Student Development</td>
<td>Entire VPSD office suite in the Devall Student Center and/or anywhere else on campus that a student hearing or action takes place.</td>
<td>TEMPORARY: During student hearings and actions.</td>
</tr>
<tr>
<td>8. McLaurin Administration Building</td>
<td>Entire Administration Building when open meetings are held there.</td>
<td>TEMPORARY: During open meetings.</td>
</tr>
<tr>
<td>9. Turner Physical Education Building/Parks Fitness Center</td>
<td>Entire or portion of the PE/Fitness Center when 1) a sporting event is taking place or 2) a K-12 school sponsored activity is conducted. Private renters of the facility may exclude handguns.</td>
<td>TEMPORARY: During sporting, K-12 events, or a private rental.</td>
</tr>
<tr>
<td>10. Masters Gym</td>
<td>Entire Masters Gym when 1) a sporting event is taking place or 2) a K-12 school sponsored activity is conducted. Private renters of the facility may exclude handguns.</td>
<td>TEMPORARY: During sporting, K-12 events, or a private rental.</td>
</tr>
<tr>
<td>11. R.E. St. John Memorial Stadium</td>
<td>Entire St. John Stadium when 1) a sporting event is taking place or 2) a K-12 school sponsored activity is conducted. Private renters of the facility may exclude handguns.</td>
<td>TEMPORARY: During sporting, K-12 events, or a private rental.</td>
</tr>
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Exhibit cont. on next page
Exhibit cont.

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<tr>
<td>12. The Ballpark at KC Commons/Softball Complex</td>
<td>Entire Softball Field Complex when 1) a sporting event is taking place or 2) a K-12 school sponsored activity is conducted. Private renters of the facility may exclude handguns.</td>
<td>TEMPORARY: During sporting, K-12 events, or a private rental.</td>
</tr>
<tr>
<td>13. Devall Student Center Ballroom</td>
<td>During a K-12 school sponsored activity. Private renters of the facility may exclude handguns.</td>
<td>TEMPORARY: During K-12 events or a private rental.</td>
</tr>
<tr>
<td>14. Dodson Auditorium</td>
<td>During a K-12 school sponsored activity. Private renters of the facility may exclude handguns.</td>
<td>TEMPORARY: During K-12 events or a private rental.</td>
</tr>
<tr>
<td>15. Kilgore College—Longview</td>
<td>Entire Administration office suite in the Hendrix Building and/or anywhere else on campus that a student hearing or action takes place.</td>
<td>TEMPORARY: During personnel or student hearings and actions.</td>
</tr>
<tr>
<td>16. Any area assigned by the President</td>
<td>Any specified temporary area that the President designates to maintain public safety</td>
<td>TEMPORARY</td>
</tr>
</tbody>
</table>

All exclusion zones must be clearly marked by the required signage for the exclusion to be in effect.

C. Property & Facilities Committee - Brian Nutt, Chair
   1. ACTION ITEM: To consider asbestos abatement for the Technical Vocational Building, the Engineering Science Building and the East Texas Oil Museum
   Presenter: Brian Nutt

Brian Nutt made the motion to consider asbestos abatement for the Technical Vocational Building, the Engineering Science Building, and the East Texas Oil Museum. Because the motion came from a committee a second was not required. The motion passed unanimously.

Exhibit on next page
March 15, 2017

Kilgore College
Mr. Terry Huckaby/Mr. Jeff Williams
1100 Broadway
Kilgore, TX 75662-3204
Phone: 903-987-2703
thuckaby@kiligore.edu
jwilliams@kiligore.edu

RE: Proposal - Consulting/Laboratory Services - Limited Asbestos Abatement, Kilgore College, 1100 Broadway, Kilgore, Texas: Kilgore Oil Museum (Bldg. 25), Technical Vocational Building (Bldg. 28), and Engineering & Science Building (Bldg. 10)

Dear Mr. Huckaby/Mr. Williams:

This proposal covers our services during the limited removal and disposal of asbestos-containing materials from the above referenced buildings (see attached diagrams for locations & quantities of ACM to be removed). The asbestos abatement of these areas can begin following the state mandated two-week notification period, and is estimated to take 4-5 consecutive day/night shifts to complete all the proposed work. During removal, no other activities within the affected areas will be possible.

Tentative project schedule is as follows: Begin abatement in the Museum (Bldg. 25) on a Monday, since it is closed, and proceed to the Engineering/Science Building (Bldg. 10) that evening/night. Work in the Technical Vocational Building (Bldg. 28) to be performed Tuesday-Thursday, and based on students/classes being temporarily relocated while abatement is performed.

Our services will include the project design by a licensed consultant, as required by the EPA’s model accreditation plan, and filing the 10-day notification for compliance with the state rules and NESHAPs federal standards. A licensed project manager will be on site throughout the work to perform daily air monitoring and ensure regulatory compliance. We will be collecting baseline, ambient, personal and clearance air samples for proper documentation during the removal.

Following completion, we will prepare a final report, documenting the project in its entirety to be filed with your permanent records. Our report will be submitted electronically, via email. Paper copies are available upon request for an additional nominal fee.

Kilgore College AA 0514.pro
ERI Consulting, Inc.

Mr. Huckaby/Mr. Williams
March 15, 2017
page 2 of 2

Project costs are as follows:

AQA Contractor’s costs (removal/disposal) (See attached quote) ......................... $16,412.00
ERI Fees (project design/oversight/compliance air monitoring/final report) ................ $5,000.00
TDSHS notification fee .................................................................................. $425.00
Project Total .............................................................................................. $21,837.00

At the completion of work you will receive separate invoices from each entity: One from ERI for the required consulting services, one from AQA for the removal/disposal, and one from the state for the notification fee.

We appreciate the opportunity to provide this proposal covering our professional consulting and laboratory services. If you wish to retain our services, please sign the acceptance statement below and return to our office. If you should have any questions concerning this proposal, please contact our office at (903)534-5001.

Sincerely,

Larry C. Smoak, President
TDSHS Asbestos Consultant #10-5068

Igs/ma
Attachments: AQA Quote & Scope of Work Diagrams

ACCEPTANCE STATEMENT:

RE: Proposal - Consulting/Laboratory Services - Limited Asbestos Abatement, Kilgore College, 1100 Broadway, Kilgore, Texas: Kilgore Oil Museum (Bldg. 25), Technical Vocational Building (Bldg. 28), and Engineering & Science Building (Bldg. 10)

We wish to retain the services of ERI Consulting, Inc. as outlined in the proposal letter dated March 15, 2017. We hereby authorize ERI Consulting, Inc. to sign and file the appropriate TDSHS/NESHAPS notification in accordance with 295.61 of the Texas Asbestos Health Protection Act.

______________________________
Signature

______________________________
Printed Name/Title

______________________________
Date

Payment terms are 15 days net + A finance charge of 1.5% per month will be added to all accounts over 30 days

Kilgore College AA 0314.pro

Exhibit cont. on next page
Air Quality Associates, Inc.
3933 FM 344 E, Tyler, TX 75703
Phone/Fax: 903-592-7316

March 14, 2017

Kilgore College
Attn: Terry Hucksby
1100 Broadway Blvd
Kilgore, Texas 75662
thucksby@kcc.cc.tx.us


We propose to furnish all labor, tools, materials, and equipment necessary for asbestos removal as noted in the scope of work below. All work performed by AQA, Inc. will be done in strict compliance with OSHA, EPA and state guidelines governing asbestos projects.

Scope of Work:

1. Removal and disposal of approximately 80 sf of ACM sheet flooring from the East Texas Oil Museum Building
2. Removal and disposal of approximately 780 sf of ACM flooring from the Engineering/Science Building
3. Removal and disposal of approximately 85 sf of ACM flooring, 290 sf of lab table tops and 2 vest heads from the Technical Vocational Building

The lump sum offered for this project is $16,412.00 (Sixteen thousand four hundred twelve dollars and 00/100)

NOTE: Texas: No 10 days. No wastage receipt. Price good for 30 days from date sent. Lump sum does not include TDSHS notifications or consult fees. All work to be performed within negative pressure containment. Work to be performed Monday-Friday between 8am-5pm. No holiday or weekend work is included in this quote. All ACM waste generated from this project to be disposed according to state regulations. Owner will furnish power and water during entire duration of project. Owner will remove any property from areas to be abated prior to AQA arrival. Any revisions to schedule or quantity of removal could result in an additional work order.

We appreciate the opportunity to quote you on this project. If you have any questions, please feel free to contact us at (903) 592-7316. Upon acceptance, please sign and email or fax back to paula@aqatexas.com or (903) 592-7316.

Sincerely,

(Paula Andreason)
Operations Manager
paula@aqatexas.com

Acceptance Date: __________________________ Approval Signature: __________________________
Printed Name: __________________________
2. INFORMATION ITEM: Update on the sale of 1009 Brook Drive  
    Presenter: Brian Nutt

Brian Nutt stated that a for sale flyer is available for anyone who would like to take one.

3. INFORMATION ITEM: Facilities update  
   Presenter: Jeff Williams  
   a. Quad Handrails

Cody Edwards, Welding Instructor and SSC are working to repair Quad Handrails. SSC will fix the concrete and our welding department will repair the handrails.

   b. Applied Technology Center (ATC) Evaporative Cooler

Old evaporative cooler will be removed and a new evaporative cooler will be installed using a crane. April 22nd is the tentative completion date.

   c. Turk Fine Arts Gas Line

Several contractors are installing new gas lines throughout the city. KC has had several interruptions in service due to the installation. Because of the inconvenience to KC the contractors ran a new gas line from the ATC Building to the Fine Arts Building at no cost to KC.

   d. Texas Shakespeare (TSF) Water Leak et.al.

A leak in the water line in the parking lot was found and repaired.

   e. Applied Technology Center (ATC) Pest Control

Working on some natural controls for the ATC Building.

   f. Rangerette Gym & Quad 5 Plumbing Issues

Rangerette Gym has some drainage issues when there is a large group of people in the building. A line is drooping which will need to be dug up to repair. In the short term, because the issue has been located, a plumber can be called in to fix the problem at hand. Quad 5 has a slow draining shower. There is concern that the drainage issue is similar to the issue in Nolan Hall for the Rangerette Gym and Quad 5.

D. Student Success Committee - Cecelia Sanders, Chair  
    Presenter: Cecelia Sanders

1. INFORMATION ITEM: Board of Trustees Institute, Santa Fe, NM

Dr. Kays, Cecelia Sanders, and Brian Nutt attended the Board of Trustees Institute in Santa Fe, NM. There was good information on Guided Pathways. It will be discussed in detail at a future Board Retreat.

2. INFORMATION ITEM: Annual Racial Profiling Data Report

Cecelia Sanders, deferred to Dr. Mike Jenkins who presented the Annual Racial Profiling Data Report.
Total Stops: 19

<table>
<thead>
<tr>
<th>Number of motor vehicle stops:</th>
<th>Race or Ethnicity known prior to stop?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citation Only - 15</td>
<td>Yes - 1</td>
</tr>
<tr>
<td>Arrest Only - 0</td>
<td>No - 18</td>
</tr>
<tr>
<td>Both - 4</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Race or Ethnicity:</th>
<th>Search conducted?</th>
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</thead>
<tbody>
<tr>
<td>African - 10</td>
<td>Yes - 5</td>
</tr>
<tr>
<td>Asian - 0</td>
<td>No - 14</td>
</tr>
<tr>
<td>Caucasian - 5</td>
<td></td>
</tr>
<tr>
<td>Hispanic - 4</td>
<td></td>
</tr>
<tr>
<td>Middle Eastern - 0</td>
<td></td>
</tr>
<tr>
<td>Native American - 0</td>
<td></td>
</tr>
</tbody>
</table>

Was search consented?
- Yes - 0
- No - 5

3. INFORMATION ITEM: Campus Enrollment Analysis

Cecelia Sanders, deferred to Dr. Brenda Kays who presented the Campus Enrollment Analysis.

Fall 2016 Campus Enrollment* Analysis

**In District/Out-of-District** – Approximately 30% of KC students are classified as in-taxing district and 70% are classified as out-of-taxing district/out-of-state/country

<table>
<thead>
<tr>
<th>Kilgore Campus</th>
<th>Longview Campus</th>
</tr>
</thead>
<tbody>
<tr>
<td>31% In-District</td>
<td>20% In-District</td>
</tr>
<tr>
<td>65% Out-of-District</td>
<td>78% Out-of-District</td>
</tr>
<tr>
<td>4% Out-of-State/Country</td>
<td>2% Out-of-State/Country</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>High School</th>
<th>Distance Learning</th>
</tr>
</thead>
<tbody>
<tr>
<td>22% In-District</td>
<td>24% In-District</td>
</tr>
<tr>
<td>78% Out-of-District</td>
<td>74% Out-of-District</td>
</tr>
<tr>
<td>2% Out-of-State/Country</td>
<td>1% Out-of-State/Country</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Enrollment by Location</th>
<th>Contact Hours by Location (State funded)</th>
</tr>
</thead>
<tbody>
<tr>
<td>43% Kilgore Campus</td>
<td>60% Kilgore Campus</td>
</tr>
<tr>
<td>18% Longview Campus</td>
<td>21% Longview Campus</td>
</tr>
<tr>
<td>18% Distance Learning</td>
<td>10% Distance Learning</td>
</tr>
<tr>
<td>20% High School</td>
<td>9% High School</td>
</tr>
</tbody>
</table>

*Reflects credit students only, does not include CEU (non-credit) students.

*Duplicated Headcount – if students were enrolled at more than one location they were represented in the count for each location.

VIII. UPDATES FROM KC FOUNDATION BOARD

Presenter: Cecelia Sanders
A. New Fund Raising Position
Cecelia Sanders stated the following: “The KC Foundation and Kilgore College will be partnering to hire an Executive Director of Development. This person’s only job will be to raise money. The Foundation will pay half of the salary and Kilgore College will pay the other half with money that is already budgeted from the vacated Coordinator of Alumni Association position. The Foundation will also fund the search for an Executive Recruiter to find the best candidate for the job. Leah Gorman’s position will assume the Alumni Association and will continue with scholarships in the Foundation. This is an exciting opportunity for both the College and the Foundation.”

IX. SELECTION OF NOMINATION COMMITTEE FOR ELECTION OF BOARD OFFICERS
   Presenter: Larry Woodfin

Per the Board of Trustees Procedures Manual Larry Woodfin appointed board members for the Nomination Committee for election of board officers. Those appointed are Lon Ford as Chairman, Cecelia Sanders, and Brian Nutt.

X. ADJOURNMENT

Larry Woodfin adjourned the meeting at 8:46pm.

Respectfully submitted,

[Signature]
Nancy Law, Recording Secretary
Kilgore College Board of Trustees

[Signature]
President of the Board

[Signature]
Secretary of the Board

April 10, 2017 Minutes