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, June 19, 2017, beginning at 6:30 PM in the McLaurin Administration Building - 2nd Floor with the following members present:

Scott Andrews
Joe Carrington
Lon Ford
Bob Heath
Brian Nutt
Karol Pruett, Secretary
Cecelia Sanders
James Walker, Vice President
Larry Woodfin, President

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

Larry Woodfin called the meeting to order at 6:30pm. Tony Johnson led the invocation. Larry Woodfin led the Pledge of Allegiance.

II. CITIZENS COMMENTS

The following citizens voiced concerns regarding the Surgical Technology Program: Sharon Shaw, Belinda Freeman, Paula Carter, Dr. Wheeler, Cari Freeman, Kendra Tanksley, Morgan Flowers, and Bonnie Abram.

III. PRESENTATIONS
   A. Student Spotlight – Kassey McDonald
      Presenter: Leah Gorman, Director of Alumni, Scholarship and Foundation Relations

Kassey McDonald was introduced by Leah Gorman. Ms. McDonald was praised for her outstanding work ethic in the alumni office.

B. Employee Spotlight – Pam Davis, Assistant Registrar
   Presenter: Chris Gore, Registrar

Pam Davis was honored by Chris Gore. Ms. Davis is assistant registrar at KC and was praised for her unbelievable work habits at the college.

C. Student Success Spotlight – Student Success Points
   Presenter: Dr. Staci Martin
Definitions of Student Success Points

Complete Developmental Work

Only students who are not ready in math, reading, and/or writing as first time undergraduates can potentially qualify for student success points in this category. The time period for completing developmental work is the fiscal year being measured and the 2 previous years (3 years total). If a student successfully completes developmental work in the fiscal year being measured, then one point is awarded for math completion, .5 point for reading completion, and .5 point for writing completion.

First College Course for Credit

If a student successfully completes the first college level math, reading, and/or writing course with a letter grade of “A-B-or C” in the fiscal year measured, then one point is awarded for completion of the math course, .5 point for completion of the reading course, and .5 point for completion of the writing course.

Complete 15/30 Semester Credit Hours

If a student successfully completes at least 15 semester credit hours and/or 30 semester credit hours at the same institution during the fiscal year being measured, then one point is awarded for completion of 15 hours and one point is awarded for completion of 30 hours. The time period for this measure is the fiscal year being measured and the 3 previous years (4 years total).

Earn a Degree or Certificate

If a student earns a Bachelor’s of Applied Technology (BAT), an Associate’s degree, a Level 1 or Level 2 Certificate, an Advanced Technology Certificate or completes the Core Curriculum during the fiscal year being measured, then two points are awarded (note: unduplicated degrees awarded). If a student completes a degree or certificate in a Critical Field (as defined by the Coordinating Board), then 2.25 points are awarded.

Transfer to University with 15 semester credit hours

If a student has successfully completed at least 15 semester credit hours at the same institution and a record is found by the Coordinating Board at a Texas public/private four institution in the fiscal year being measured, then two points are awarded. The time period for this measure is the fiscal year being measured and the 3 previous years (4 years total).

How does the Student Success Points Model work?

As implied in the definitions above, student success points are calculated each fiscal year by the Texas Higher Education Coordinating Board and an individual student can earn multiple points for a college. For example, if a student successfully completes developmental math (1 point) and also successfully completes the first college level course (1 point) during the fiscal year being measured, then the college is awarded two points for that student. If a student earned an Associate’s degree (2 points) and transferred to a university (2 points) during the fiscal year being measured, then the college is awarded four points for that student. To account for the fluctuations in student success points from year to year, the 3-year average was adopted by the 83rd Texas Legislature as the basis for appropriating student success funds for the 2014-15 biennium.
Student Success Points Model

- Complete Math DE, 1 point
- Complete reading DE, 0.5 point
- Complete writing DE, 0.5 point

- Pass 1st college math course, 1 point
- Pass 1st college reading course, 0.5 point
- Pass 1st college writing course, 0.5 point
- Complete 15 semester credit hours, 1 point
- Complete 30 semester credit hours, 1 point
- Degree/Certificate Awarded, 2 points
- Critical Fields, 2.25 points
- Transfer to university after completing 15 sem. credit hours, 2 points

Student Success Points at KC
- 9,546 points (3-year average)
- $818,847/year of biennium
- 8% of KC’s state allocation
- Funded at $171.56/point (decrease from $172.58 in last biennium)

D. Program Spotlight – American Honors
Presenter: Kim Carrillo, American Honors Advisor

American Honors at Kilgore College
- Kimberly Carrillo, AH Advisor
- Alyson Kravchuk, AH Regional Director
- Becky Johnson, Dean of Liberal and Fine Arts

Campus Involvement with other Key Departments
- Honors Faculty
- Registrar, Admissions, & International Specialist
- Administrative Services
- Counseling & Testing
- Enrollment Management
- Housing
American Honors Pathway

- 2 Years at Community College + 2 years at a 4-year College
- Current high school student – lets students earn the same bachelor’s degree from a 4-year college for a lower cost.
- Current college or transfer student – helps students transfer to a university if they have completed less than half of their general education credits.

Honors-Level Academics

- Small classes with fewer than 25 students.
- Seminar style classes with Honors peers.
- Dedicated honors faculty teach courses.
- Class time is used for debate, project work, and presentations.
- Credits are designed to easily transfer.

Admissions requirements – American Honors uses holistic admissions: they consider the academic character, and situational attributes.

American Honors Review by the Numbers
Kilgore College Year 1 – transfer results

- Numbers of Graduates: 2
- Numbers of Transfer Earlies: 6
- Applications Submitted: 100%

IV. SWARING IN OF KC BOARD OF TRUSTEE MEMBERS
Presenter: Nancy Law
A. Scott Andrews
B. Lon Ford
C. Larry Woodfin

Nancy Law, Recording Secretary for the Board of Trustees, administered the Oath of Office to Scott Andrews, Lon Ford, and Larry Woodfin.

V. NOMINATING COMMITTEE FOR ELECTION OF BOARD OFFICERS
Presenter: Lon Ford, Chair
A. INFORMATION ITEM: Report from Nominating Committee – Slate of Officer Candidates

Lon Ford stated the following, “The Nomination Committee submits the following candidates, Karol Pruett for Secretary, Brian Nutt for Vice President, and Larry Woodfin for President.”

VI. BOARD OFFICER ELECTIONS
Presenter: Larry Woodfin, Board President

Larry Woodfin asked for any other candidates from the floor for Secretary. There were no other nominations. Mr. Woodfin called for the vote for Karol Pruett for Secretary of the Board. Because the motion came from a committee a second was not required. The motion passed unanimously.

Larry Woodfin asked for any other candidates from the floor for Vice President. There were no other nominations. Mr. Woodfin called for the vote for Brian Nutt for Vice President of the Board. Because the motion came from a committee a second was not required. The motion passed unanimously.
Larry Woodfin asked for any other candidates from the floor for President. There were no other nominations. Mr. Woodfin called for the vote for Larry Woodfin for President of the Board. Because the motion came from a committee a second was not required. The motion passed unanimously.

VII. CONSENT AGENDA
A. To consider approving the minutes of the April 10, 2017 regular board meeting and the May 6, 2017 Board Retreat
B. To consider approval of personnel items submitted as follows:
   1. Recommendation to accept employee resignation as follows:
      a. Police Officer, effective May 1, 2017 after one year of service
      b. Project Advisor, Upward Bound, effective May 12, 2017 after three years and eight months of service
      c. Assistant Manager, Fitness Center, effective May 26, 2017 after two years and eight months of service
      d. Interim History Instructor, effective May 31, 2017 after one year of interim service
      e. Interim History Instructor, effective May 31, 2017 after one year of interim service
      f. Music Instructor, effective June 20, 2017 after seven years and nine months of service
      g. Mathematics Instructor, effective August 31, 2017 after seven years of service
      h. Process Technology Instructor, effective August 31, 2017 after five years of service
      i. Associate Degree Nursing Instructor, effective August 31, 2017 after one year of service
      j. Program Director and Instructor, Child Development, effective August 31, 2017 after sixteen years of service
   2. Recommendation to terminate employment as follows:
      a. Lead Accounts Payable Specialist, effective April 20, 2017 after nine months of service
      b. Assistant Housing Director & Assistant Women’s Softball Coach, effective May 19, 2017
      c. Support Specialist – Cashier, Business Office, effective May 22, 2017
      d. Director of Student Activities & Residential Life, effective June 19, 2017
   3. Recommendation to accept employee retirement as follows:
      a. Continuing Education and Business Services Coordinator, effective May 31, 2017 after thirty-four years of service
      b. Professional Support Assistant Athletics, effective August 31, 2017 after twenty years and one month of service
      c. Student Success Learning Specialist, effective August 31, 2017 after fourteen years and eight months of service
   4. Recommendation for renewal of employment contract as follows:
      a. Head Women’s Softball Coach and Kinesiology Instructor, based upon the approved faculty salary schedule for the period of June 1, 2017 – May 31, 2018
   5. Recommendation for employment as follows:
      a. Adult Education & Literacy Teacher, Longview Campus, effective April 10, 2017
      b. Continuing Education Support Specialist, Admissions & Registrar, effective May 10, 2017
      c. Director of Adult Education and Literacy, Longview Campus, effective May 15, 2017
      d. Workforce Development Specialist – Health Services, effective June 1, 2017
      e. Workforce Development Specialist – Industrial Technology, effective May 30, 2017
      f. Assistant Department Chair & Mathematics Instructor, Math Science & Health Sciences, effective September 1, 2017
      g. Mathematics Instructor, Math, Science & Health Sciences, effective September 1, 2017
      h. ESOL Instructor, Liberal & Fine Arts, effective September 1, 2017
      i. English Instructor, Liberal & Fine Arts, effective September 1, 2017
      j. Government Instructor, Liberal & Fine Arts, effective September 1, 2017
      k. History Instructor, Liberal & Fine Arts, effective September 1, 2017
1. History Instructor, Liberal & Fine Arts, effective September 1, 2017
m. English Instructor, Liberal & Fine Arts, effective September 1, 2017
n. Police Officer, KCPD, effective June 1, 2017
6. Recommendation to change employment as follows:
   a. Training Coordinator, Workforce Development to Professional Support Specialist, Workforce Development, effective June 1, 2017. This position is grant funded.
   b. Assistant Director, Workforce Development to Workforce Development Specialist, effective June 1, 2017
   c. Support Specialist – Purchasing to Lead Accounts Payable Specialist, effective May 18, 2017

Joe Carrington made the motion to accept the Consent Agenda as presented. Karol Pruett seconded the motion. The motion passed unanimously.

Personnel Agenda

Kilgore Junior College District
Personnel Agenda
June 19, 2017

1. Recommendation to accept employee resignation as follows:
   a. Mr. Noe De La Cruz, Police Officer, effective May 1, 2017 after one year of service
   b. Ms. Lakendra Weir, Project Advisor – Up Ward Bound, effective May 12, 2017 after three years and eight months of service
   c. Mr. Adam Wiggins, Assistant Manager – Fitness Center, effective May 26, 2017 after two years and eight months of service
   d. Ms. Sara Albertson, Interim History Instructor, effective May 31, 2017 after one year of interim service
   e. Mr. Robert Butts, Interim History Instructor, effective May 31, 2017 after one year of interim service
   f. Dr. James Taylor, Music Instructor, effective June 30, 2017 after seven years and nine months of service
   g. Ms. Elizabeth Johnson, Mathematics Instructor, effective August 31, 2017 after seven years of service
   h. Mr. Bobby Key, Process Technology Instructor, effective August 31, 2017 after five years of service
   i. Ms. Tracy Hicks, Associate Degree Nursing Instructor, effective August 31, 2017 after one year of service
   j. Ms. Lara Pauley, Program Director and Instructor, Child Development, effective August 31, 2017 after sixteen years of service

Personnel Agenda cont. on next page
2. Recommendation to accept employee termination as follows:
   a. Ms. Myrl (Beth) Wassom, Lead Accounts Payable Specialist, effective April 20, 2017 after nine months of service
   b. Ms. Shalie Day, Assistant Housing Director & Assistant Women’s Softball Coach, effective May 19, 2017
   c. Ms. Melissa Johnson, Support Specialist - Cashier, effective May 22, 2017
   d. Mr. Edward Williams, Director of Student Activities & Residential Life, effective June 19, 2017

3. Recommendation to accept employee retirement as follows:
   a. Ms. Jan Washburn, Continuing Education and Business Services Coordinator, effective May 31, 2017 after thirty-four years of service
   b. Ms. Gail Jackson, Professional Support Assistant, effective August 31, 2017 after twenty years and one month of service
   c. Ms. Kasey Nisbett, Student Success Learning Specialist, effective August 31, 2017 after fourteen years and eight months of service

4. Recommendation for renewal of faculty contracts as follows:
   a. Ms. Leslie Messina, Head Women’s Softball Coach and Kinesiology Instructor, based upon the approved faculty salary schedule for the period of June 1, 2017 – May 31, 2018

5. Recommendation of employment as follows:
   a. Name: Ms. Vicki Sexton
   b. Position: Adult Education & Literacy Teacher
   c. Location: Longview Campus
   d. Education: Bachelor of Science, Psychology
      Stephen F. Austin State University
      Nacogdoches, Texas
   e. Experience: Part Time AEL Teacher
      Kilgore College
      Kilgore, Texas; 2012-2017
      Secretary
      South Main Church of Christ
      Henderson, Texas; 1996 – 2005
<table>
<thead>
<tr>
<th>Office Manager</th>
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<tbody>
<tr>
<td>BJ Taylor &amp; Company</td>
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<tr>
<td>Henderson, Texas; 1993-1996</td>
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**Effective Date:**
April 10, 2017.

**Salary:**
$1,410.79 per pay period which is equivalent to a 12 month salary of $33,859

**Note:**
Ms. Sexton replaces Ms. Scotti Wood who resigned

<table>
<thead>
<tr>
<th>b. <strong>Name:</strong></th>
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<tbody>
<tr>
<td>Mr. Jeremy Luther</td>
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<table>
<thead>
<tr>
<th><strong>Position:</strong></th>
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<tbody>
<tr>
<td>Continuing Education Support Specialist, Admissions &amp; Registrar</td>
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<table>
<thead>
<tr>
<th><strong>Location:</strong></th>
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<tbody>
<tr>
<td>Student Development</td>
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<thead>
<tr>
<th><strong>Education:</strong></th>
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</thead>
<tbody>
<tr>
<td>Associate of Arts</td>
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<tr>
<td>Southwestern Assemblies of God University</td>
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<tr>
<td>Waxahachie, Texas</td>
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<thead>
<tr>
<th><strong>Experience:</strong></th>
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<tbody>
<tr>
<td>Custodian</td>
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<tr>
<td>Letourneau University</td>
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<tr>
<td>Longview, Texas; 2016-2017</td>
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</tbody>
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| Custodian  |
| Black Hills State University  |
| Spearfish, South Dakota; 2015-2016  |

| Adjunct ESL Instructor  |
| North Lake College  |
| Irving, Texas; 2015  |

**Effective Date:**
May 10, 2017

**Salary:**
$940.50 per pay period which is equivalent to a 12 month salary of $22,572

**Note:**
This is a new position
c. **Name:** Ms. Latasha Goodwyn  
**Position:** Director of Adult Education and Literacy  
**Location:** Longview Campus  
**Education:**  
- Master of Science, Education  
  University of Tennessee – Martin  
  Martin, Tennessee  
- Bachelor of Arts  
  Colorado State University  
  Ft. Collins, Colorado  
**Experience:**  
- TSI Professor  
  Tyler Junior College  
  Tyler, Texas; 2012-2017  
- Part Time ABE Instructor  
  Kilgore College  
  Kilgore, Texas; 2008-2014  
**Effective Date:** May 15, 2017  
**Salary:** $2,163.95 per pay period which is equivalent to a 12 month salary of $51,935  
**Note:** Ms. Goodwyn replaces Ms. Bobbie McGee-Benson who retired

d. **Name:** Mr. Frank Mosely  
**Position:** Workforce Development Specialist – Health Sciences  
**Location:** Health Sciences  
**Education:**  
- Master of Science  
  Texas A&M – Texarkana  
  Texarkana, Texas  
- Bachelor of Applied Arts & Sciences  
  Stephen F. Austin State University
| **Experience** | Employment Specialist  
Employment Solutions of East Texas  
Longview, Texas; 2016-2017 |
| **Experience** | Program Supervisor  
Evergreen Life Services  
Longview, Texas; 2016 |
| **Experience** | Coordinator Job Services  
Goodwill Industries  
Longview, Texas; 2015-2016 |
| **Experience** | Director of Instructional Support  
Kilgore College  
Kilgore, Texas; 2004-2014 |
| **Effective Date** | June 1, 2017 |
| **Salary** | $1,666.67 per pay period which is equivalent to a 12 month salary of $40,000 |
| **Note** | This is a new position |
| **Name** | Mr. Christopher Terry |
| **Position** | Workforce Development Specialist -- Industrial Technology |
| **Location** | Industrial Technology |
| **Education** | Masters of Public Administration  
University of Texas at Arlington  
Arlington, Texas |
| **Education** | Masters of Arts  
Baylor University  
Waco, Texas |
| **Experience** | Assistant City Manager  
Town of Addison  
Addison, Texas; 1990-2016 |
<p>| <strong>Effective Date</strong> | May 30, 2017 |
| <strong>Salary</strong> | $1,666.67 per pay period which is equivalent to a 12 month salary of $40,000 |
| <strong>Note</strong> | This is a new position |</p>
<table>
<thead>
<tr>
<th>f. Name:</th>
<th>Mr. David Rangel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>Assistant Department Chair &amp; Mathematics Instructor</td>
</tr>
<tr>
<td>Location:</td>
<td>Math, Science &amp; Health Sciences</td>
</tr>
</tbody>
</table>
| Education:       | Master of Science  
|                  | Texas A&M-Commerce  
|                  | Commerce, Texas  
|                  | Master of Science, Mathematics  
|                  | Stephen F. Austin State University  
|                  | Nacogdoches, Texas  
|                  | Bachelor of Science, Mathematics  
|                  | Stephen F. Austin State University  
|                  | Nacogdoches, Texas  
|                  | Assistant Professor of Mathematics  
|                  | Northeast Texas Community College  
|                  | Mt. Pleasant, Texas; 2004-2017  
| Experience:      | Graduate Teaching Assistant  
|                  | Stephen F. Austin State University  
|                  | Nacogdoches, Texas; 2002-2004  
| Effective Date:  | September 1, 2017 |
| Salary:          | $2,199.29 per pay period which is equivalent to a 10.5 month contract of $52,783 plus a $4,000 stipend for Assistant Department Chair duties |
| Note:            | Mr. Rangel replaces Ms. Mariann Baker who retired |

g. Name:          | Mr. Christopher Brandt |
| Position:        | Mathematics Instructor |
| Location:        | Math, Science & Health Sciences |
| Education:       | Master of Science  
|                  | Stephen F. Austin State University  
<p>|                  | Nacogdoches, Texas |</p>
<table>
<thead>
<tr>
<th>Experience:</th>
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<tbody>
<tr>
<td>Dissertation Advisor</td>
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<tr>
<td>Stephen F. Austin State University</td>
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<tr>
<td>Nacogdoches, Texas</td>
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<tr>
<td>Professor of College Preparatory Math</td>
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<tr>
<td>San Jacinto College</td>
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<tr>
<td>Houston, Texas; 2013-2017</td>
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<tr>
<td>Assistant Professor of Mathematics</td>
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<tr>
<td>Louisiana Delta Community College</td>
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<tr>
<td>Monroe, Louisiana; 2008-2013</td>
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<tr>
<td>Lecturer of Mathematics</td>
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<tr>
<td>Centenary College of Louisiana</td>
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<tr>
<td>Shreveport, Louisiana; 2007-2008</td>
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<td>Effective Date:</td>
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<tr>
<td>September 1, 2017</td>
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<tr>
<td>Salary:</td>
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<tr>
<td>$1,858.33 per pay period which is equivalent to a 9 month contract of $44,600</td>
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<td>Note:</td>
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<tr>
<td>Mr. Brandt replaces Stephanie Walker who resigned</td>
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<tr>
<td>h. Name:</td>
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<tr>
<td>Ms. Christina Luther</td>
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<tr>
<td>Position:</td>
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<tr>
<td>ESOL Instructor</td>
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<tr>
<td>Location:</td>
</tr>
<tr>
<td>Liberal &amp; Fine Arts</td>
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<tr>
<td>Education:</td>
</tr>
<tr>
<td>Master's in Intercultural Studies</td>
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<tr>
<td>Southwestern Assemblies of God University</td>
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<tr>
<td>Waxahachie, Texas</td>
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<tr>
<td>TESOL Certificate</td>
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<tr>
<td>Wright State University</td>
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<tr>
<td>Dayton, Ohio</td>
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<tr>
<td>Bachelor of Science</td>
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<tr>
<td>New Hope Christian College</td>
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<tr>
<td>Eugene, Oregon</td>
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<tr>
<td>Experience:</td>
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<tr>
<td>Interim ESOL Instructor</td>
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<tr>
<td>Kilgore College</td>
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<tr>
<td>Kilgore, Texas; 2016-2017</td>
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</table>
ESL Teacher  
Speaking Partners  
Cody, Wyoming; 2015-2016

Teacher & Teacher Assistant  
Spearfish Classical Christian School  
Spearfish, South Dakota;

ESL Adjunct Instructor  
North Lake Community College  
Irving, Texas; 2014-2015

Effective Date: September 1, 2017

Salary: $1,712.50 per pay period which is equivalent to a 9 month contract of $41,100

Note: Ms. Luther has been Interim ESOL instructor for Kilgore College during 2016-2017

<table>
<thead>
<tr>
<th>i. Name:</th>
<th>Mr. Wade Skinner</th>
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<tbody>
<tr>
<td>Position:</td>
<td>English Instructor</td>
</tr>
<tr>
<td>Location:</td>
<td>Liberal &amp; Fine Arts</td>
</tr>
</tbody>
</table>
| Education:        | Master of English Literature  
University of Dallas  
Irving, Texas |
|                   | Master of Arts  
Westminster Theological  
Philadelphia, Pennsylvanian |
|                   | Bachelor of Arts  
University of North Texas  
Denton, Texas |

| Experience:       | Interim English Instructor  
Kilgore College  
Kilgore, Texas; 2016-2017 |
|                   | Adjunct Instructor - English  
Kilgore College  
Kilgore, Texas; 2016 |
Personnel Agenda cont.

| j. Name:          | Adjunct Instructor - English |
|                  | Letourneau University       |
|                  | Longview, Texas; 2016       |
| Salary:          | Senior Pastor               |
|                  | Smyrna United Methodist Church |
|                  | Diana, Texas; 20150-2017    |
| Effective Date:  | September 1, 2017           |
| Note:            | $1,750.00 per pay period which is equivalent to a 9 month contract of $42,000 |
|                  | Mr. Skinner has been Interim English instructor for Kilgore College during the Spring semester of 2017 |
| Position:        | Ms. Katie Chase             |
|                  | Government Instructor       |
| Location:        | Liberal & Fine Arts        |
| Education:       | Master of Arts              |
|                  | University of Georgia       |
|                  | Athens, Georgia             |
|                  | Bachelor of Arts            |
|                  | Carson Newman University    |
|                  | Jefferson City, Tennessee   |
| Experience:      | Interim Government Instructor |
|                  | Kilgore College             |
|                  | Kilgore, Texas; 2016-2017   |
|                  | Client Manager              |
|                  | Sovereign Risk Solutions    |
|                  | Marietta, Georgia; 2013-2016|
|                  | Part Time in Home Tutor     |
|                  | Study Point/Prep Now Tutors |
|                  | Atlanta, Georgia; 2013-2016 |
|                  | Lead Counselor              |
|                  | Fresh Air Home              |
|                  | Tybee Island, Georgia; 2008-2009 |
| Effective Date:  | September 1, 2017           |

Personnel Agenda cont. on next page

June 19, 2017 Minutes
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<tr>
<th>Personnel Agenda cont.</th>
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<tr>
<td><strong>Salary:</strong></td>
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<td><strong>Note:</strong></td>
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<tr>
<td><strong>k. Name:</strong></td>
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<tr>
<td><strong>Position:</strong></td>
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<tr>
<td><strong>Location:</strong></td>
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</tbody>
</table>
| **Education:** | Doctorate - History  
Texas Christian University  
Ft. Worth, Texas  
Master of Arts - History  
Texas Christian University  
Ft. Worth, Texas  
Bachelor of Arts - History  
Stephen F. Austin State University  
Nacogdoches, Texas |
| **Experience:** | Adjunct Instructor  
Tarrant County College  
Hurst, Texas; 2014 – 2017  
Graduate Assistant  
Texas Christian University  
Ft. Worth, Texas; 2016 – 2017  
Graduate Assistant  
Texas Christian University  
Ft. Worth, Texas; 2015 - 2016 |
| **Effective Date:** | September 1, 2017 |
| **Salary:** | $1,887.50 per pay period which is equivalent to a 9 month contract of $45,300 |
| **Note:** | Dr. May replaces Mr. Robert Butts when Mr. Butts' interim position ended |

Personnel Agenda cont. on next page
Personnel Agenda cont.

1. Name: Dr. Travis Jacquess
   Position: History Instructor
   Location: Liberal & Fine Arts
   Education:
   - Doctorate – History
     University of Mississippi
     Oxford, Mississippi
   - Master of Arts – History
     Texas Tech University
     Lubbock, Texas
   - Bachelor of Arts – History
     Texas Tech University
     Lubbock, Texas
   Experience:
   - Graduate Instructor
     University of Mississippi
     Oxford, Mississippi; 2011-2017
   - Adjunct Instructor
     Wayland Baptist University
     Plainview, Texas; 2011 – 2017
   - On-Line History Instructor
     Texas Tech University
     Lubbock, Texas; 2011 - 2017
   Effective Date: September 1, 2017
   Salary: $1,941.66 per pay period which is equivalent to a 9 month contract of $46,600
   Note: Dr. Jacquess replaces Ms. Sara Albertson when Ms. Albertson’s interim position ended

m. Name: Dr. Stephanie Laszik
   Position: English Instructor
   Location: Liberal & Fine Arts

Personnel Agenda cont. on next page
| Education:                      | Master of Arts – English  
|                                | University of Texas at Tyler  
|                                | Tyler, Texas                  |
|                                | Bachelor of Arts  
|                                | University of Texas at Tyler  
|                                | Tyler, Texas                  |
| Experience:                    | Adjunct Instructor  
|                                | Kilgore College  
|                                | Kilgore, Texas; 2015 - 2017   |
|                                | Adjunct Instructor  
|                                | University of Texas at Tyler  
|                                | Tyler, Texas; 2014 – 2017     |
|                                | Teaching Assistant  
|                                | University of Texas at Tyler  
|                                | Tyler, Texas; 2014 - 2015     |
| Effective Date:               | September 1, 2017            |
| Salary:                        | $1,781.88 per pay period which is equivalent to a 9 month contract of $42,765 |
| Note:                          | Ms. Laszik replaces Ms. Michelle Sullivan who resigned |
| n. Name:                       | Mr. Christian Barajas        |
| Position:                      | Police Officer               |
| Location:                      | KCPD                         |
| Education:                     | Basic Peace Officer  
|                                | East Texas Police Academy    |
|                                | Kilgore, Texas               |
|                                | EMT Basic Certificate  
|                                | Tyler Junior College         |
|                                | Tyler, Texas                 |
| Experience:                    | Part Time Police Officer     |
|                                | Kilgore College               |
|                                | Kilgore, Texas; 2017          |
shall be at either:
   a. the open meeting covered by this notice upon the reconvening of this public meeting, or
   b. at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

The Board did not go into Executive Session.

VIII. ACTION ITEMS
   A. To consider payment of legal fees for services rendered

James Walker made the motion to consider payment of legal fees for services rendered. Scott Andrews seconded the motion. The motion passed unanimously.

X. BOARD COMMITTEE REPORTS & ACTION ITEMS
   A. Investment/Finance/Audit Committee – Joe Carrington, Chair
      1. ACTION ITEM: To consider results of the analysis of program viability
         a. Associate of Applied Science (AAS) Degree/Certificate of Completion – Surgical Technology
         Joe Carrington made the motion to consider closure of the Surgical Technology Program. Because the motion came from a committee a second was not required. After Board discussion, the motion passed with 8 yay votes and 1 nay vote by Lon Ford.
         b. Associate of Applied Science (AAS) Degree/Certificate of Completion – Drafting & Design Technology
         Joe Carrington made the motion to consider closure of the Drafting & Design Technology Program. Because the motion came from a committee a second was not required. The motion passed unanimously.
         c. Associate of Applied Science (AAS) Degree/Certificate of Completion – Commercial Photography
         Joe Carrington made the motion to consider closure of the Commercial Photography Program. Because the motion came from a committee a second was not required. The motion passed unanimously.

   2. INFORMATION ITEM: Legislative Action – State Funding

Joe Carrington stated that community colleges did better than originally anticipated during the Legislative Session. There are 3 components to how community colleges get funded in Texas:
   • Core amount, that every community college receives, is a biennium amount of $1,360,812
   • Student Success Points – for the biennium is $1,637,694
   • Contact hours – for the biennium is $16,458,906
Our total funding is approximately $19,500,000 which is about $500,000 less than the last biennium.

   3. INFORMATION ITEM: Budget Reports

Joe Carrington was available to answer any questions.

   B. Policy & Personnel Committee – Karol Pracht, Chair
      1. ACTION ITEM: To consider approval of Policies
         a. Academic Freedom Policy
         b. Board Conflict of Interest Policy
         c. Trustee Removal from Office Policy
d. College Events and Facility Rental: Alcohol on Campus Policy

e. Family Medical Leave Act (FMLA) Policy

f. Progressive Discipline Policy

g. Resignation/Retirement Policy

Karol Pruett made the motion to approve the above Policies. She stated that most of these policies are required for our SACSCOC accreditation. Because the motion came from a committee a second was not required. The motion passed unanimously.

**Academic Freedom Policy**

**Academic Freedom Policy - DRAFT**

Approved By and Date: Board of Trustees

Executive Leadership Team 05/04/2017

The Kilgore College Board of Trustees recognizes that while individual faculty members have the freedom to discuss, research, and publish academic material that may be controversial or unpopular (academic freedom), faculty members must focus their classroom time on those activities which address the specified learning outcomes of each individual course.

**Academic Freedom Procedures**

Approved By and Date: Executive Leadership Team 05/04/2017


State and institutional requirements also govern course content and delivery as follows:

1. Texas regulations dictate what courses may be offered at public community colleges.
2. The Academic Course Guide Manual and the Workforce Education Course Manual specify the student learning outcomes (SLOs) which must be addressed in individual courses. Additionally, the Texas core curriculum identifies the common objectives of the general education curriculum.
3. Kilgore College faculty committees have identified the activities and assessments which address applicable SLOs. Faculty committees also determine many common textbooks and resources that faculty within individual departments are expected to use in addressing SLOs.
4. Furthermore, the Kilgore College educational community expects that instructors will use pedagogy which actively engages students in the pursuit of learning.

If faculty members think that anyone has infringed upon their right of academic freedom, they should first try to resolve the issue informally with the parties involved. If they are not able to resolve the issue, they may submit a formal complaint to the vice president of instruction. The VPI will form an ad hoc committee consisting of one faculty member from each of the four instructional divisions and the VPI to consider the merits of the complaint. The recommendation of the majority of the faculty members will guide the resolution of the complaint. In the case of a tie among the faculty members, the VPI will make the final decision. In a case in which the faculty complaint is against the VPI, the president of the college will convene the committee to address the complaint.
Board Conflict of Interest Policy

Board Conflict of Interest Policy - DRAFT

Approved By and Date:  
Board of Trustees  
Executive Leadership Team  
05/04/2014

The Kilgore College Board of Trustees will avoid all personal, professional, and business conflicts of interest in the performance of their official duties. This includes avoiding potential and actual conflicts of interest, as well as perceptions of conflicts of interest.

Board Conflict of Interest Procedures

Approved By and Date:  
Executive Leadership Team  
05/04/2017

The Kilgore College Board of Trustees Procedure Manual outlines the following procedures for Trustees to follow in order to avoid all personal, professional and business conflicts of interest:

1. All elected and appointed Kilgore College Trustees will complete a “Local Government Officer Conflicts Disclosure Statement” (FORM CIS) kept on file with the Assistant to the President. This form will be used to disclose areas of possible conflict of interest where the Trustee must abstain from participation. This form will be updated in June of each calendar year, is available for public inspection upon request, and will also be posted on the Board website.

2. A Trustee who believes he or she has experienced a change in circumstances from the last filing that subsequently has caused him/her to have a conflict of interest will file an updated FORM CIS with the Assistant to the President not later than 5pm on the seventh business day after the date on which the Trustee becomes aware of the facts that require the filing of the statement (Local Government Code 176.003(a)). That Trustee will also notify the Executive Committee of the Board and will recuse himself/herself from any discussion, deliberation, and/or vote related to the conflict of interest.

3. The Procedure Manual cautions Trustees not to accept or solicit any gift, favor, service or benefit that the Trustee should reasonably know is offered with the intent to influence his/her decisions or actions. Likewise, the Trustee is cautioned not to solicit, accept, or agree to accept any unauthorized gifts, services, or other benefits from having exercised the powers and responsibilities of his/her official position.
   a. Gifts include any items not obviously of an advertising nature. Gifts of an advertising nature are those with the name of the firm affixed which have an estimated value of $50.00 or less (Texas Penal Code 36.10.a.6)
   b. Excessive entertainment includes, but is not restricted to, transportation beyond district boundaries, and overnight accommodations.

Strict adherence to these tenets protects and preserves Kilgore College’s independence from undue outside pressure and interference.

4. Internally, a Trustee is cautioned not to solicit an employee of the college for favors, services or other benefits as those will constitute a conflict of interest between the Trustee and the employee.

5. Furthermore, the Procedure Manual cautions that a Trustee must also be very careful in any business dealings (outside of college business) with either the college President, college administration, or their immediate family members so that any conflict of interest or perceived conflict of interest is avoided.
Trustee Removal from Office Policy

Trustee Removal from Office Policy - DRAFT

Approved By and Date: Board of Trustees
                        Executive Leadership Team 05/10/2017

In accordance with the Texas Constitution, Local Government Code and the Texas Education Code, Kilgore College Trustees can be dismissed only for appropriate reasons and by a fair process.

Trustee Removal from Office Procedures

Approved By and Date: Executive Leadership Team 05/10/2017

Actions for the removal of Board members must be brought before the judge of the district court holding jurisdiction (Local Government Code 87.001, 87.012, 87.013, 87.015, 87.031; Education Code 44.032 (e)).

An officer may be removed for:

1. Incompetency. “Incompetency” means:
   a. Gross ignorance of official duties;
   b. Gross carelessness in the discharge of those duties; or
   c. Unfitness or inability to promptly and properly discharge official duties because of a serious physical or mental defect that did not exist at the time of the officer’s election.

2. Official misconduct. “Official misconduct” means intentional, unlawful behavior relating to official duties by an officer entrusted with the administration of justice or the execution of the law. The term includes an intentional or corrupt failure, refusal, or neglect of an officer to perform a duty imposed on the officer by law.

3. Intoxication on or off duty caused by drinking an alcoholic beverage. Intoxication is not grounds for removal if it appears at the trial that the intoxication was caused by drinking an alcoholic beverage on the direction and prescription of a licensed physician practicing in this state.

4. The conviction of a board member by a jury for any felony or for misdemeanor official misconduct. The conviction of a public officer by a petit jury for any felony or for a misdemeanor involving official misconduct operates as an immediate removal from office of that officer.

5. Nonattendance of board meetings if the member is absent from more than half of the regularly scheduled board meetings that the member is eligible to attend during a calendar year, not counting an absence for which the member is excused by a majority vote of the board.

Tex. Const. Art. V, Sec. 24; Local Gov’t Code 87.011(2)-(3), .013, .031; Education Code 130.0845
College Events and Facility Rental: Alcohol on Campus Policy

The Kilgore College President is authorized to permit the possession, use, serving and/or consumption of alcoholic beverages by persons aged 21 and over as follows:

1. At designated College facilities as part of a specifically defined and approved academic curricular program or class (e.g., culinary arts, East Texas Police Academy, etc.);
2. At official events sponsored by the College;
3. At special fund-raising functions for the College sponsored by the College or the Kilgore College Foundation; or
4. At approved events being held at the College through a facility rental agreement.

The Kilgore College President has the right to deny any or all requests under this policy.

College Events and Facility Rentals: Alcohol Use Procedures

The following procedures will be followed when alcoholic beverages are permitted at college sponsored events or functions, regardless of whether the event is held on or off campus.

1. Alcoholic beverages will not be permitted without the specific authorization of the College President.
2. Kilgore College institutional funds cannot be used to purchase alcohol unless the purchase is part of a specifically defined and approved academic curricular program or class.
3. Under no circumstances will individuals be allowed to bring their own alcoholic beverages.
4. Alcoholic beverages will only be permitted at events, functions and/or activities that are not intended to be “student related” functions unless the function is part of a specifically defined and approved academic curricular program or class.
5. On campus events that are authorized to serve alcoholic beverages should be held at a time and/or location that minimizes contact or interaction with students. Attendance of students, staff or guests who are under the age of 21 is not permitted.
6. Any group sponsoring a function at which alcoholic beverages are to be served will be responsible for providing appropriate personnel to verify the age of attendees at the entry point of the event.
7. Alcoholic beverages may not be served without food also being served.
8. Cash bars will be permitted only in strict conformity with the rules and regulations of the Texas Alcoholic Beverage Commission.
9. Any group sponsoring a function at which alcoholic beverages are to be served will be responsible for providing appropriate security as required by the KC Chief of Police.
10. Outside individuals or organizations renting College facilities for an event may request, as part of the rental request, the ability to serve alcoholic beverages. Typically, approval will only be granted for those events that will not have guests under the age of 21.
11. Approval of rental requests that include the serving of alcoholic beverages will be conditioned upon compliance with all facets of this procedure and the use of an insured caterer/bartender licensed under the Texas Alcoholic Beverage Commission to serve alcoholic beverages. In addition, a separate damage deposit will be required and will be based upon the size of the event. Any damages incurred will be billed at the actual cost of repair/replacement, less the deposit amount.
12. All parties serving alcoholic beverages must comply with College policy, local ordinances, the rules and regulations of the Texas Alcoholic Beverage Commission, laws of the State of Texas and federal law, including but not limited to the Drug-Free Schools and Communities Act and the Drug-Free Workplace Act.
13. Federal law, state law and local ordinances shall be strictly enforced at all times on all property owned, leased or controlled by the College in regards to the possession and consumption of alcoholic beverages.
14. Additional requirements may be imposed at the discretion of the Kilgore College President.
Family Medical Leave Act (FMLA) Policy

Family Medical Leave Act (FMLA) Policy - DRAFT

Approved By and Date: Board of Trustees
                           Executive Leadership Team  5-15-2017

Kilgore College (KC) complies with the Family and Medical Leave Act (FMLA) of 1993 (as amended).

Family Medical Leave Act (FMLA) Procedures
Approved By and Date: Executive Leadership Team  5-15-2017

Overview

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave, for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Notification of the need for FMLA must be presented to the Human Resources Director either through the immediate supervisor or the employee. A written certification from a health care provider for an employee’s serious health condition or family member’s serious health condition is required for absences of more than three calendar days from work. FMLA begins on the first day of absence.

Eligible Employees

Only eligible employees are entitled to take FMLA leave. An eligible employee is one who:
- Works for Kilgore College (KC);
- Has worked for KC for at least 12 months;
- Has at least 1,250 hours of service during the 12 month period immediately preceding the leave; and
- Works at a location where KC has at least 50 employees within 75 miles.

Leave Entitlement

Kilgore College uses a “rolling” 12-month period measured backward from the date an employee uses FMLA leave. Under this method, each time an employee takes FMLA leave the remaining leave would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months. All FMLA leave must be taken in quarter hour increments.

Eligible employees may take up to 12 workweeks of leave in a 12-month period for one or more of the following reasons:

- **The birth of a child and to bond with the newborn child within one year of birth.**
  An employee’s entitlement to FMLA leave for birth and bonding expires 12 months after the date of birth. Both mothers and fathers have the same right to take FMLA leave for the birth of a child. Birth and bonding leave must be taken as a continuous block of leave unless the employer agrees to allow intermittent leave. (e.g., allowing a parent to return to work on a part-time schedule for 10 weeks).

- **The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.**
  FMLA leave may be taken before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. FMLA leave to bond with a child after placement must be taken as a continuous block of leave unless the employer agrees to allow intermittent leave. An employee’s entitlement to FMLA leave for the placement of a child for adoption or foster care expires 12 months after the placement.
**Family Medical Leave Act (FMLA) Policy cont.**

- **A serious health condition that makes the employee unable to perform the functions of his or her job.**
  An employee is “unable to perform the functions of the position” where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee’s position. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves: any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or a period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or any period of incapacity due to pregnancy, or for prenatal care; or any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer’s, stroke, terminal diseases, etc.); or, any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).
  
  - An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment.
  - An employee who suffers from a serious health condition that does not prevent him or her from performing the essential functions of the position is not entitled to FMLA leave. Similarly, an employee who cannot perform one or more of the essential functions of the position, but whose condition does not meet the statutory and regulatory definition of a serious health condition, is not entitled to FMLA leave.

- **To care for the employee’s spouse, son, daughter, or parent who has a serious health condition.**
  An employee must be needed to provide care for his or her spouse, son, daughter, or parent because of the family member’s serious health condition in order for the employee to take FMLA leave. An employee may be needed to provide care to the family member, for example
  
  - when the family member is unable to care for his or her own medical, safety or other needs, because of the serious health condition or needs help in being transported to the doctor; or
  
  - to provide psychological comfort and reassurance to the family member with a serious health condition.

  Generally, an employee is not entitled to FMLA leave to care for other family members with serious health conditions, such as siblings, grandparents, grandchildren, or parents-in-law.

  Exceptions may arise where the employee can document the existence of an in loco parentis relationship. For example, an employee may take FMLA leave to care for an aunt or uncle with a serious health condition if the aunt or uncle stood in loco parentis to the employee when the employee was a child.

- **Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on covered active duty.**
  Qualifying exigencies are situations arising from the military deployment of an employee’s spouse, son, daughter, or parent to a foreign country. Qualifying exigencies for which an employee may take FMLA leave include making alternative child care arrangements for a child of the military member when the deployment of the military member necessitates a change in the existing child care arrangement; attending certain military ceremonies and briefings; taking leave to spend time with a military member on Rest and Recuperation leave during deployment; or making financial or legal arrangements to address a covered military member’s absence; or certain activities related to care of the parent of the military member while the military member is on covered active duty. An employee may take qualifying exigency leave for the deployment of a son or daughter of any age.

Family Medical Leave Act (FMLA) Policy cont. on next page
Family Medical Leave Act (FMLA) Policy cont.

- To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member (military caregiver leave).
  Eligible employees are entitled to up to 26 workweeks of FMLA leave in a “single 12-month period” to care for that covered service member. Covered service members include current members of the Regular or Reserve components of the Armed Forces and certain veterans.

  The single 12-month period for military caregiver leave begins on the first day the employee takes FMLA leave to care for a covered service member and ends 12 months after that date, regardless of the method used by the employer to determine the employee’s 12 workweeks of leave entitlement for other FMLA-qualifying reasons.

  If an employee does not take all of his or her 26 workweeks to care for a covered service member during this single 12-month period, the remaining leave is forfeited.

Medical Certification
An employee absent three or more consecutive workdays because of personal illness shall submit, upon return to work, a medical certification of illness and of his or her fitness to return to work. An employee absent three or more consecutive workdays because of illness in the immediate family shall present, upon return to work, medical certification of the family member’s illness.
Medical certification shall be made by a health care provider as defined by the Family and Medical Leave Act.

Intermittent Leave
Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer’s operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer’s approval.

Spouses Working for Same Employer
When spouses work for the same employer and each spouse is eligible to take FMLA leave, the FMLA limits the combined amount of leave they may take for some, but not all, FMLA-qualifying leave reasons.

Eligible spouses who work for the same employer are limited to a combined total of 12 work weeks of leave in a 12-month period for the following FMLA-qualifying reasons:

- the birth of a son or daughter and bonding with the newborn child,
- the placement of a son or daughter with the employee for adoption or foster care and bonding with the newly-placed child, and
- the care of a respective parent with a serious health condition.

The limitation on the amount of leave for spouses working for the same employer does not apply to FMLA leave taken for some qualifying reasons. Eligible spouses who work for the same employer are each entitled to up to 12 workweeks of FMLA leave in a 12-month period, without regard to the amount of leave their spouses use, for the following FMLA-qualifying leave reasons:

- the care of a spouse or son or daughter with a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job; and
- any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on “covered active duty.”
Eligible spouses who work for the same employer are also limited to a combined total of 26 workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness (commonly referred to as “military caregiver leave”) if each spouse is a parent, spouse, son or daughter, or next of kin of the service member. When spouses take military caregiver leave as well as other FMLA leave in the same leave year, each spouse is subject to the combined limitations for the reasons for leave listed above.

**Maintenance of Health Benefits**

If an employee is provided group health insurance, the employee is entitled to the continuation of the group health insurance coverage during FMLA leave on the same terms as if he or she had continued to work. If family member coverage is provided to an employee, family member coverage must be maintained during the FMLA leave. The employee must continue to make any normal contributions to the cost of the health insurance premiums.

Paid leave runs concurrently with FMLA leave, and the employee’s share of group health plan premiums must be paid by the method normally used during paid leave (usually payroll deduction). An employee on unpaid FMLA leave must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage. If the employee’s premium payment is more than 30 days late, the employee’s coverage may be dropped. The College will provide written notice to the employee that the payment has not been received and allow at least 15 days after the date of the letter before coverage stops.

In some instances, the College may choose to pay the employee’s portion of the premium, for example, in order to ensure that it can provide the employee with equivalent benefits upon return from FMLA leave. In that case, the College may require the employee to repay these amounts. In addition, the College may require the employee to repay the employer’s share of the premium payment if the employee fails to return to work following the FMLA leave. An employee must return to work for 30 days in order to avoid being obligated to repay such amounts unless the employee does not return because of circumstances that are beyond the employee’s control, including a FMLA-qualifying medical condition.

**Maintenance of Other Benefits**

Any benefits that would be maintained while the employee is on other forms of leave, including paid leave, must be maintained while the employee is on FMLA leave.

In order to restore any benefit, other than group health benefits, provided by insurance to the employee without the employee having to re-qualify for such benefits upon his/her return from leave, the College may find it necessary for premiums for such insurance to be paid continuously during the unpaid leave period to avoid a lapse of coverage. If the employee’s premium payment is more than 30 days late, the employee’s coverage may be dropped. The College will provide written notice to the employee that the payment has not been received and allow at least 15 days after the date of the letter before coverage stops.

**Designation of Paid Leave**

Accrued paid leave such as sick, personal, bonus, or vacation leave is required to be used concurrently with FMLA leave. When using accrued paid leave, the employee must follow the College’s normal rules for the use of that type of leave, such as submitting a leave request and providing advance notice. If an employee does not meet the requirements to take paid leave under the College’s normal leave policies, the employee may still take unpaid FMLA leave.
Job Restoration

When an employee returns from FMLA leave, he or she must be restored to the same job or to an "equivalent job". The employee is not guaranteed the actual job or title held prior to the leave. An equivalent job means a job that is virtually identical to the original job in terms of pay, benefits, and other employment terms and conditions (including shift and location).

Equivalent pay includes the same or equivalent pay premiums and the same opportunity for overtime as the job held prior to FMLA leave. An employee is entitled to any unconditional pay increases that occurred while he or she was on FMLA leave. Pay increases conditioned upon seniority, length of service, or work performed must be granted only if employees taking the same type of leave for non-FMLA reasons receive the increases. Equivalent pay includes any unconditional bonuses or payments.

All benefits an employee had accrued prior to a period of FMLA leave must be restored to the employee when he or she returns from leave. An employee returning from FMLA leave cannot be required to requalify for any benefits the employee received before the leave began.

Limitations to FMLA Protections

An employee on FMLA leave is not protected from actions that would have affected him or her if the employee was not on FMLA leave. For example, if a shift has been eliminated, or overtime has been decreased, an employee would not be entitled to return to work that shift or the original overtime hours. If an employee is laid off during the period of FMLA leave, the College must be able to show that the employee would not have been employed at the time of reinstatement.

An employer may also deny restoration to a “key” employee under certain circumstances. A key employee is a salaried, FMLA-eligible employee who is among the highest-paid 10 percent of all of the employer’s employees within 75 miles. To deny restoration to a key employee, an employer must have determined that substantial and grievous economic injury to its operations would result from the restoration, must have provided notice to the employee that he or she is a key employee and that restoration will be denied, and must provide the employee a reasonable opportunity to return to work.

Fitness-For-Duty (Return-to-Work Doctor’s Note)

An employee out on FMLA must provide a return to work, or “fitness-for-duty,” certification from the employee’s health care provider showing that the employee is able to resume work.

In general, a fitness-for-duty certification may not be required for each absence taken on an intermittent or reduced leave schedule. However, if the College has a reasonable belief that the employee’s return to work presents a significant risk of harm to the employee or to others, the College may require a fitness-for-duty certification up to once every 30 days.

As long as the College has provided the required notice regarding any fitness-for-duty certification requirement, the employee’s return to work may be delayed until the fitness-for-duty certification is provided. KC’s Human Resource Director may contact an employee’s health care provider to clarify or authenticate a fitness-for-duty certification, but cannot delay the employee’s return to work while making that contact. The employee is responsible for paying any cost of obtaining the fitness-for-duty certification.
Family Medical Leave Act (FMLA) Policy cont.

**Notice and Reporting by Employees**

- An employee must provide the College at least 30 days advance notice before FMLA leave is to begin if the need for leave is foreseeable. If 30 days’ notice is not practicable, notice must be given as soon as possible and practical taking into account all of the circumstances. For foreseeable leave due to a qualifying exigency, an employee must provide notice as soon as practicable, regardless of how far in advance such leave is foreseeable.
- The College will require the employee to comply with the College’s usual and customary notice and procedural requirements for requesting leave absent unusual circumstances. If the employee does not comply with the College’s usual and customary policy and procedures and no unusual circumstances exist, the FMLA-protected leave may be delayed or denied.
- Whenever leave is needed for a planned medical treatment, whether for an immediate family member or the employee, the employee will make efforts to schedule the treatment so as to minimize disruption to the operations of the College.
- An employee must provide sufficient information to reasonably determine whether the FMLA may apply to the leave request. Calling in “sick” without providing more information is not considered sufficient notice to trigger an employer’s obligations under the FMLA.
- An employee on FMLA leave will be required to report periodically on his/her status and intention to return to work. The Human Resources Director will determine the frequency of reporting required based on the employee’s situation.
- Employees should advise the College if and when they decide unequivocally not to return to work.
- When leave is needed for a planned medical treatment, a leave request will be submitted prior to the absence. When leave is not foreseeable, a leave request will be completed by the supervisor. All leave requests will be submitted to Human Resources on a monthly basis.

**Designation of Leave**

- It is the College's responsibility to determine that an employee is eligible for FMLA leave. FMLA paperwork may be obtained through the Human Resources office. However, the determining factor in designating FMLA leave is the qualifying reason(s), not the employee’s election or reluctance to use FMLA leave or to use all, some, or none of the accrued leave. The College’s designation must be based on information obtained from the employee or the employee's authorized representative.
- If an employee notifies the College of the need for FMLA leave before the employee meets the eligibility criteria, the College will notify the employee of the effective eligibility date.
- Employees seeking to use FMLA leave may be required, at the election of the College, to provide:

  - Medical certifications supporting the need for leave due to a serious health condition affecting the employee, an immediate family member, or a covered service member no later than 15 calendar days after the request by the College.
  - Second or third medical opinions and periodic re-certification (at the College's expense). The College is permitted to designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the College. If the opinions of the employee’s and the College’s designated health care providers differ, the College may require the employee to obtain certification from a third health care provider, again at the College's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the College and the employee. The College is required to provide the employee, within five business days, with a copy of the second and third medical opinions where applicable, upon request by the employee. If the employee refuses to release relevant medical records in order for the health care provider to render a sufficient and complete opinion, the employee's request for FMLA leave may be denied.
Family Medical Leave Act (FMLA) Policy cont.

- The College may request periodic medical recertification in connection with an ongoing or long-term condition. A recertification may be required when an employee is seeking an extension of the initial leave period. The timing and frequency of medical recertification will depend on the reason for the leave and its expected duration.
- Certification of fitness-for-duty prior to returning to work.
- Active duty orders for the covered military member when the employee first requests exigency leave or supporting documentation which may include:

  - A description, signed by the employee, describing facts supporting the leave request and including any available documentation, such as a copy of the appointment, or copy of a bill for service.
  - The approximate date the qualifying exigency commenced or will commence.
  - The beginning and end dates for the absence if the request is for a single period of time.
  - An estimate of the frequency and duration of the exigency if the request is for intermittent or reduced schedule basis.
  - Contact information of the third party or entity and a brief description of the purpose of the meeting if the exigency involves meeting with a third party or entity.

Requesting Leave

- The employee will notify Human Resources 30 days in advance of the leave date, whenever practicable or as soon as possible if 30 days is not practical. The employee will also notify his/her supervisor with as much notice as possible for scheduling purposes. When a supervisor is aware of a pending absence or has an employee who has been absent for more than three consecutive work days, the supervisor will also contact the Human Resources Director to inform him/her of such absences.

- The Human Resources Director will provide the employee with the proper Certification of Health Care Provider request and the Notice of Eligibility and Rights & Responsibilities information. The Certification of Health Care Provider must be returned within 15 calendar days. If a certification is incomplete or insufficient, the employee will have up to seven calendar days to remedy the deficiency. The College may designate a Human Resources representative or a health care provider to contact the employee's health care provider, consistent with the Health Insurance Portability and Accountability Act (HIPAA), to verify and/or clarify if the employee cannot cure any deficiencies in the medical certification. If the employee refuses to cure deficiencies or does not grant permission to clarify, the employee's request for FMLA leave may be denied.

- The Human Resources Director will notify the employee, the employee's supervisor, and the Payroll Manager of the status of the request for leave within five workdays of the date of the submission of all necessary information. The employee will receive the Designation Notice as official documentation of their FMLA status. The College may designate FMLA leave with appropriate information without an application from the employee. Notification to the employee that leave will be designated as FMLA will be provided to the employee, the employee's supervisor, and the Payroll Manager.

- The Payroll Manager will arrange with the employee the payment schedule for coverage of the employee's spouse and/or dependents for all applicable benefit deductions if leave is without pay.

- If an absence which begins as other than FMLA leave later develops into an FMLA-qualifying absence, the entire portion of the leave period that qualifies under FMLA will be counted as FMLA leave.

Family Medical Leave Act (FMLA) Policy cont. on next page
Family Medical Leave Act (FMLA) Policy cont.

- Once the College has knowledge that the leave is being taken for an FMLA-required reason, the College will, within five business days, absent extenuating circumstances, notify the employee that the leave is designated and will be counted as FMLA leave.

Working from Home While on FMLA

Employees on FMLA leave for their own serious health condition or that of a family member must take full leave during a time of absence. Working from home, or in any capacity, is not allowed.

Exempt employees on intermittent leave for their own serious health condition or that of a family member may, with the approval of Human Resources and their supervisor, work out an arrangement where hours missed from work are made up over a two week period. The two week period may be extended if a holiday falls within the time period. Hours not made up will be designated as leave. The normal leave process must initially be followed, but the supervisor will indicate on the leave request that the hours were made up before sending the leave request to Human Resources.

Non-exempt employees on FMLA leave are never allowed to work from home or any day the College is not fully open. In rare instances, non-exempt employees on intermittent leave for their own serious health condition or that of a family member may, with the approval of Human Resources and their supervisor, work out an arrangement where hours missed in a day are made up sometime in the same week. Due to the Fair Labor Standards Act, hours worked in a single week must never be more than 40.

Enforcement

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to the FMLA. If the employee believe that his/her rights under the FMLA have been violated, the employee may file a complaint with the Wage and Hour Division of the U.S. Department of Labor or file a private lawsuit.

Definitions

Spouse: Spouse means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a same-sex marriage or common law marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States if the marriage could have been entered into in at least one state.

Parent: Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents “in law.”

Son or Daughter: Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.
In Loco Parentis: The FMLA regulations define in loco parentis as including those with day-to-day responsibilities to care for or financially support a child. Employees who have no biological or legal relationship with a child may, nonetheless, stand in loco parentis to the child and be entitled to FMLA leave. Similarly, an employee may take leave to care for someone who, although having no legal or biological relationship to the employee when the employee was a child, stood in loco parentis to the employee when the employee was a child, even if they have no legal or biological relationship.

Next of Kin: Nearest blood relative

12-month period: Kilgore College uses a “rolling” 12-month period measured backward from the date of any FMLA leave usage.

Progressive Discipline Policy

Progressive Discipline Policy – DRAFT

Approved By and Date: Board of Trustees

Executive Leadership Team 5-15-2017

Kilgore College maintains the right to enforce rules of conduct among its employees and expects each employee to perform his/her work and to conduct him/herself in a manner that brings credit to the College. Therefore, appropriate disciplinary action will be taken for misconduct. (Misconduct is defined as mismanagement of a position of employment by action or inaction, neglect that endangers the life or property of another, intentional wrongdoing or malfeasance, intentional violation of a law, or violation of a policy or rule adopted to ensure the orderly work and the safety of employees or violations of established policy, procedures, or rules.)

Progressive Discipline Procedures

Approved By and Date: Executive Leadership Team 5-15-2017

Action by the College will begin with a restorative approach when warranted and may include a progressive series of disciplinary actions that include warnings, suspension, or termination. The College endeavors to use progressive discipline, but reserves the right, depending on the facts and circumstances of any particular case, to forego the progressive options and take necessary remedial or disciplinary action as warranted.

The nature or severity of the offense will determine the first option to be taken:

Option 1-Oral Warning.

For less severe misconduct or rule violations, the initial disciplinary action may be an oral warning by the employee’s supervisor. The responsible supervisor speaks to the employee to: a) review expected job performance or conduct; b) explain specifically how the employee has not met College expectations; c) provide an opportunity for the employee to explain his/her actions; and together, d) establish a course of action that will correct the job performance or conduct under question. The discussion between the employee and supervisor will be serious and professional in manner to ensure that the employee clearly understands the established standards and expectations with regard to his/her misconduct. The supervisor will maintain a record of the date and content of the oral warning.
Progressive Discipline Policy cont.

Option 2-Written Warning.

A written warning may be issued by the supervisor if the misconduct is more severe or frequent in nature or if an oral warning has already been issued and the employee misconduct has not been corrected. The written warning will outline the misconduct, state expectations, and indicate the consequences that will occur if there is no improvement in conduct. Written warnings will be forwarded to the Office of Human Resources for placement in the employee’s official personnel file.

Option 3-Performance Improvement Plan.

A Performance Improvement Plan (PIP) may be issued by the supervisor when misconduct has occurred and/or job performance is poor. A PIP may be issued when previous oral and/or written warnings and job coaching efforts have failed to result in improvements in performance. The PIP will outline the misconduct, state the corrective measures to be taken (NOTE: corrective actions may include training or retraining elements), the assessment interval and criteria to judge performance, and indicate the consequences that will occur if there is no improvement in conduct. The completed PIP will be forwarded to the Office of Human Resources for placement in the employee’s official personnel file. The supervisor will monitor the employee across the designated evaluation period of the PIP. Employment may be terminated at any time should the employee fail to make satisfactory progress on the performance indicators.

Option 4-Suspensions.

(A) Disciplinary suspension without pay may follow an oral warning, a written warning, or may be the first disciplinary action taken if warranted by the circumstances. Prior to suspending an employee, supervisors must obtain approval from the appropriate Vice President and the Human Resources Director and supply thorough supporting documentation if any. The duration of the suspension will depend upon the facts of each case. Circumstances that may be considered include, but are not limited to, type and severity of the misconduct, previous work performance of the employee, and prior disciplinary actions. The suspended employee will be notified of the suspension by letter. A copy of the letter will be forwarded to the appropriate Vice President and to the Office of Human Resources for placement in the employee’s official personnel file.

(B) Investigative Suspension - In cases of alleged employee misconduct, an employee may be placed on an investigative suspension. In such cases, the employee will be removed from the workplace while the Human Resources Director, in conjunction with the appropriate Vice President, investigates the matter. Investigative suspension is leave with pay. The Human Resources Director and appropriate Vice President must approve an investigative suspension. The employee under investigation will be notified by letter of the suspension with pay, the alleged misconduct, and the college’s intent to investigate.

Notice of Intent to Recommend Termination. When justified by the facts and circumstances, the appropriate Vice President and Human Resources Director will recommend termination of an employee to the President in cases where it has been established that an employee has either: 1) engaged in misconduct that reflects a conscious disregard or indifference for the rights or property of others, the policies and rules of the College or state or federal laws; or 2) demonstrated an inability or unwillingness to correct misconduct after previous oral or written warnings. The Human Resources Director will provide written notice to the employee that the President intends to recommend termination of employment to the Board of Trustees which will include reasonable notice of the proposed action and the grounds, set out in sufficient detail to fairly enable him or her to show any error that may exist. (See Termination of Employment: Dismissal Policy, for Employee Appeal Process)
Resignation/Retirement Policy

Resignation/Retirement Policy – DRAFT

Approved By and Date: Board of Trustees
                      Executive Leadership Team 05/15/2017

To facilitate an orderly and smooth transition, all Kilgore College employees will follow prescribed procedures during the resignation/retirement process.

Resignation/Retirement Procedures

Approved By and Date: Executive Leadership Team 05/15/2017

The following procedures will be followed in the event an employee elects to resign/retire from his/her employment with the college:
1. Employees who resign employment must provide at least a fourteen (14) day written notice unless approved in writing by Kilgore College. Employees who are retiring, must provide a thirty (30) day written notice.
2. Notice will be presented to the immediate supervisor, detailing intentions in the following areas:
   a. Effective date of resignation/retirement,
   b. Disposition of vacation time, if any,
   c. Disposition of earned income not previously paid, and
   d. Any other pertinent data useful to execute the employee’s request.
3. The immediate supervisor will review the notice and transmit the information to the Director of Human Resources.
4. Upon receipt by the Director of Human Resources, the notice will become official and may not be retracted. The Director of Human Resources will send a written response to the employee to indicate acceptance of the resignation/retirement and place the resignation/retirement documentation in the employee’s official personnel records.
5. The Office of Human Resources will notify the payroll department of the resignation/retirement and provide relevant payroll information.
6. Employment separation clearance checklist will be completed by the employee’s supervisor and then forwarded to the Human Resource Director. This checklist will provide a means by which all college property is returned prior to the last day of employment and that access to College information technology resources is deactivated. The supervisor will be responsible for collecting all Kilgore College property.

2. INFORMATION ITEM: Request for Qualifications (RFQ) for Legal Services

Karol Pruett stated that a Request for Qualifications for Legal Services has been advertised. It has been posted in newspapers in Kilgore, Longview, Henderson, and Tyler. The RFQs are due on June 30, 2017.

C. Property & Facilities Committee – Brian Nutt, Chair
   Presenter: Brian Nutt

   1. ACTION ITEM: To consider an Inter-Local Agreement with West Rusk CCISD
   2. ACTION ITEM: To consider facility rental fee structure recommendation
   3. ACTION ITEM: To consider an ice truck enclosure for the East Texas Oil Museum (ETOM)
The three action items from the Property & Facilities Committee were combined into one motion.

- The Inter-local Agreement with West Rusk CCISD permits West Rusk to use Kilgore College facilities in the case of an evacuation event of West Rusk facilities.
- The rental fee structure is a list of rental fees for rental of Kilgore College facilities.
- It was noted that the ice truck enclosure for the East Texas Oil Museum is being funded by the Hotel Occupancy Tax from the City of Kilgore. There were three bids to build the structure. Mobbs Builders came in with the lowest bid and are being presented to build the structure. Larry Woodfin stated that Mike Clements of Energy Weldfab donated the ice truck to the East Texas Oil Museum.

Brian Nutt made the motion to accept Action Items 1-3 as presented. Because there was not a quorum at the Property & Facilities Committee Meeting a second is required. Karol Pruett seconded the motion. The motion passed unanimously.

Inter-Local Agreement with West Rusk CCISD on next page
Interlocal Agreement

Kilgore College and West Rusk CCISD

WHEREAS, Kilgore College and West Rusk CCISD intend to enter an interlocal agreement whereby Kilgore College will allow West Rusk CCISD to use the Dodson Auditorium or Masters Gymnasium for reunification during an evacuation event of the West Rusk CCISD Campus.

Now, THEREFORE, and in consideration of the mutual promises, terms and conditions stated herein, Kilgore College, by and through its Board of Trustees and West Rusk CCISD do hereby and jointly agree to the following obligations:

Responsibility of West Rusk CCISD during Reunification: Transport students and employees to Dodson Auditorium or Masters Gymnasium, monitor students while there, contact parents, and oversee pickup.

Responsibility of Kilgore: Provide access to and utilities at Dodson Auditorium or Masters Gymnasium.
Kilgore College and West Rusk CCISD agree that Dodson Auditorium or Masters Gymnasium scheduled events will take priority.

In Agreement: This agreement will continue to effect unless terminated by either party by giving the other party at least thirty (30) days prior written notice. Upon mailing such notice by certified mail, return receipt requested, the party giving notice shall not be liable for any cost thereafter incurred by the other party.
Each party hereby released, acquires, and discharges that the other party from a liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives, and agents of the other party.
No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the Parties to this agreement.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

In Witness Whereof, this Agreement is executed in duplicate originals effective the _____ day of _____________, 2017, by Kilgore College and executed effective the _____ day of _____________, 2017 by the West Rusk CCISD

Kilgore College
President, Dr. Brenda Kays
________________________________________
Board President, Larry Woodfin
Attest:
Board Secretary, J. Karol Pruett

West Rusk CCISD
Superintendent, Lawrence Coleman
________________________________________
Board President, Sandra Smith
Attest:
Board Secretary, Iris Hammontree
### Facility Rental Rates

<table>
<thead>
<tr>
<th>Facilities</th>
<th>Fee</th>
<th>Hourly</th>
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<tbody>
<tr>
<td>Dodson Auditorium - up to 8 hours</td>
<td>$850.00</td>
<td>$106.25 per hr</td>
</tr>
<tr>
<td>Student Center Ballroom</td>
<td>$350.00</td>
<td>$43.75 per hr</td>
</tr>
<tr>
<td>All 6 rooms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Game Room</td>
<td>$275.00</td>
<td>$34.37 per hr</td>
</tr>
<tr>
<td>TV Room</td>
<td>$75.00</td>
<td>$9.37 per hr</td>
</tr>
<tr>
<td>Meeting Rooms (including Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All day (8 hrs)</td>
<td>$125.00</td>
<td>$15.62 per hr</td>
</tr>
<tr>
<td>Half day</td>
<td>$75.00</td>
<td>$9.37 per hr</td>
</tr>
<tr>
<td>Devall Conference Room</td>
<td>$75.00</td>
<td>$9.37 per hr</td>
</tr>
<tr>
<td>McLaurin Bldg, Faculty Lounge (employees ONLY)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>after hours &amp; weekends ONLY</td>
<td>$100.00</td>
<td>$12.50 per hr</td>
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<tr>
<td>Class Rooms- up to 8 hours (Each additional hour $10.00)</td>
<td>$75.00</td>
<td>$9.37 per hr</td>
</tr>
<tr>
<td>Masters Gym- up to 8 hours</td>
<td>$500.00</td>
<td>$75.00 per hr</td>
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<tr>
<td>Parks Fitness Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerobic floor- up to 8 hours (mats not included, $5 flat rate)</td>
<td>$125.00</td>
<td>$15.62 per hr</td>
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<tr>
<td>Carpeled gym- up to 8 hours - gym usually open after 1:00pm</td>
<td>$250.00</td>
<td>$31.25 per hr</td>
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<tr>
<td>Racquetball courts- up to 4 hours</td>
<td>$75.00</td>
<td>$9.37 per hr</td>
</tr>
<tr>
<td>Swimming pool- up to 4 hours</td>
<td>$75.00</td>
<td>$9.37 per hr</td>
</tr>
<tr>
<td>Woodfin Conference Media Room</td>
<td></td>
<td></td>
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<tr>
<td>(Teleconferences) all day</td>
<td>$125.00</td>
<td>$15.62 per hr</td>
</tr>
<tr>
<td>Teleconference set-up fees</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td>Security- each officer, minimum of 4 hours</td>
<td>$35.00</td>
<td>per hour</td>
</tr>
<tr>
<td>(Security may be required for some activities)</td>
<td></td>
<td></td>
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<tr>
<td>Custodial Attendant- each attendant, per hour, min 4hrs</td>
<td>$25.00</td>
<td>per hour</td>
</tr>
<tr>
<td>(Custodial attendant may be required for some activities)</td>
<td></td>
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</tr>
<tr>
<td>Technical Support- each technician, per hour, min 4 hrs</td>
<td>$25.00</td>
<td>per hour</td>
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<tr>
<td>(Technical support may be required for some activities)</td>
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<tr>
<td>Lifeguard Services- each lifeguard, per hour/1 guard per 20 people</td>
<td>$30.00</td>
<td>per hour (Lifeguard services will be required for all activities held at the KC Pool)</td>
</tr>
</tbody>
</table>

School districts within the Kilgore College taxing district receive a 1/4 price discount on all facility rentals, but will be responsible for payment of all services.

Written cancellations must be received a minimum of 48 hours in advance of scheduled activity.

Deposit must accompany reservation request to be valid.

Any facility not listed, would be considered on case by case basis.
April 6, 2017

Dr. Brenda Kays, President
Kilgore College
1100 Broadway
Kilgore, TX 75662

Dear Dr. Kays:

Please let this letter serve as confirmation that the amount of $49,947.00 from the City of Kilgore Hotel Occupancy Tax Fund has been committed and will be eligible for payment to the East Texas Oil Museum through September 30, 2017. This amount includes a $39,947 reallocation from the FY2016 Fund for the ice truck enclosure.

Attached is a copy of the fully-executed funding agreement between the Museum and the City of Kilgore.

Please let me know if you have any further questions. We appreciate the opportunity to work with Kilgore College and its funding recipients for the purpose of promoting tourism in Kilgore.

Sincerely,

Joshua Selleck, CFP®, CGFO
City Manager, City of Kilgore
O: 903-988-4110
C: (806) 787-4357
F: 903-988-4132
<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Plans and Permits</td>
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<tr>
<td>Site Work</td>
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<td>Slab</td>
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<td>Material</td>
<td>7,500.00</td>
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<td>Labor</td>
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<td>Windows</td>
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<td>Electrical &amp; Lighting</td>
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<td>Contractor Fee</td>
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<td><strong>Total</strong></td>
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Ice Truck Enclosure cont. on next page
4. INFORMATION ITEM: Facility & Property Committee Meeting, June 26, 2017, Open Meeting, entire Board invited and encouraged to attend to hear presentation from the Energy Service Company (ESCO), McKinstry

Brian Nutt stated the above information.

5. INFORMATION ITEM: Facilities Update
   Presenter: Jeff Williams
   a. Bridge

- A third bid has been received. Once it has been reviewed by Dr. Kays it will be brought to the Board.
- KSA Engineers bid the job at $160,000 – includes pressure washing, painting, stenciling, updating all the lighting and electrical, a new cage on top, as well as consulting.
- Scott Derr Company bid the job at $55,000 however, their bid was only pressure washing and stenciling.
b. Former Print Shop/New Tactical Training Room for the Police and Fire Academies

- In the process of renovations. Old lighting is removed. All sinks removed. All protruding lines coming out of the walls have been capped. Ceilings are painted. Prepping to finish painting of the walls and then plumbing and electrical will be done to move the ice machine, washer, and dryer to the facility. Hope to be completed with the work by mid-July.

c. Technical Vocational (TV) Building Renovation

- Asbestos remediation completed. Anything associated with the old chemistry labs has been removed. Windows have been replaced. Currently working on the floors. Working on this project as time allows.

d. Glass Replacement – Housing

- A large piece of glass needed to be replaced in Quad 700 and Quad 400. Seven pieces of glass were replaced in Stark Hall.

e. Quads

- RAs and students are helping out with the work on the Quads, as well as SSC. Gutters have been removed from four of the eight Quad units. Three out of the eight Quads have been pressure washed. Handrails are finished and painted.

D. Student Success Committee – Cecelia Sanders, Chair

1. INFORMATION ITEM: Spring 2016-2017 Snapshot
   Presenter: Dr. Staci Martin

Spring 2016-2017 Snapshot on next page
### Spring 2016-2017 Snapshot

#### Student Enrollment

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<td>Transfer</td>
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<td>General</td>
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#### Tuition Status

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<td>Out-State</td>
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#### Student Status

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<th>Fall 2016</th>
<th>Spring 2016-17</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>First-Time In-College</td>
<td>247</td>
<td>253</td>
<td>6</td>
</tr>
<tr>
<td>First-Time Transfer</td>
<td>161</td>
<td>17</td>
<td>-148</td>
</tr>
<tr>
<td>Total First-Time Students</td>
<td>408</td>
<td>469</td>
<td>61</td>
</tr>
<tr>
<td>Dual Credit</td>
<td>1,483</td>
<td>1,483</td>
<td>0</td>
</tr>
<tr>
<td>Returning Student</td>
<td>3,416</td>
<td>3,416</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Areas of Study

<table>
<thead>
<tr>
<th>Category</th>
<th>Fall 2016</th>
<th>Spring 2016-17</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arts</td>
<td>143</td>
<td>150</td>
<td>7</td>
</tr>
<tr>
<td>Business</td>
<td>430</td>
<td>436</td>
<td>6</td>
</tr>
<tr>
<td>Education</td>
<td>185</td>
<td>180</td>
<td>-5</td>
</tr>
<tr>
<td>Health</td>
<td>186</td>
<td>179</td>
<td>-7</td>
</tr>
<tr>
<td>Humanities</td>
<td>334</td>
<td>344</td>
<td>10</td>
</tr>
</tbody>
</table>

#### Economically Disadvantaged

<table>
<thead>
<tr>
<th>Category</th>
<th>Fall 2016</th>
<th>Spring 2016-17</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>3,902</td>
<td>3,902</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Enrollment by Location

<table>
<thead>
<tr>
<th>Category</th>
<th>Fall 2016</th>
<th>Spring 2016-17</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kilgore Campus</td>
<td>3,034</td>
<td>3,034</td>
<td>0</td>
</tr>
<tr>
<td>Longview Campus</td>
<td>3,179</td>
<td>3,179</td>
<td>0</td>
</tr>
<tr>
<td>Distance Learning</td>
<td>1,440</td>
<td>1,440</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>1,299</td>
<td>1,299</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Students TAught by Faculty Status

<table>
<thead>
<tr>
<th>Category</th>
<th>Fall 2016</th>
<th>Spring 2016-17</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-Time Faculty</td>
<td>162</td>
<td>166</td>
<td>4</td>
</tr>
<tr>
<td>Part-Time Faculty</td>
<td>214</td>
<td>218</td>
<td>4</td>
</tr>
</tbody>
</table>

#### Living in Residence Halls

<table>
<thead>
<tr>
<th>Category</th>
<th>Fall 2016</th>
<th>Spring 2016-17</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residence Hall</td>
<td>335</td>
<td>335</td>
<td>0</td>
</tr>
</tbody>
</table>

#### PTE

<table>
<thead>
<tr>
<th>Category</th>
<th>Fall 2016</th>
<th>Spring 2016-17</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>PTE</td>
<td>420</td>
<td>420</td>
<td>0</td>
</tr>
</tbody>
</table>

### Source
Snapshot taken from Jenzabar EX on 2/6/2017 (does not match THECB reporting periods)
2. INFORMATION ITEM: KC Foundation Board Update  
   Presenter: Cecilia Sanders

- Cecelia Sanders stated that the KC Foundation Board of Directors met on May 18, 2017.
- They heard and accepted the audit report from Henry & Peters.
- Dr. Kays gave an update on the hiring of an executive recruiting company to complete the search for the Executive Director of Development. The firm of Lois Lindauer has been selected. A representative from the firm has made an initial visit to campus to meet with Foundation board members and staff. They will begin to review resumes in July.
- Leah Gorman gave an update on the efforts of the Retiree Advisory Committee to purchase a commemorative bench on campus. They are almost half way to the goal so if any of you are retirees and haven't contributed, that is a worthwhile project.
- Ms. Gorman also gave an update on funds raised from letters sent from the Resource Development Committee of the Foundation. More than $3,000 was raised from the letters with less than $100 being spent on mailing expenses.
- Fred Peters gave a detailed report of the grants that are in the works and being applied for by the College.
- Judy Carpenter representing the Organization and Planning Committee of the Foundation made the motion for the Foundation Board to only meet once per quarter to give the committees more time to meet and do their work. The motion was voted on and passed.
- Bill Rice, chairman of the Investment & Finance Committee discussed and made the motion to approve and update the Foundation Board's Investment Policy. This policy recommends a 4% spending policy for scholarships and endowments. The policy was adopted.
- The Foundation Board also discussed seeking a proposal for audit services and voted to allow College Administration to seek proposals.

XI. ADJOURNMENT

The meeting was adjourned at 8:01pm by Larry Woodfin.

Respectfully submitted,

Nancy Law  
Nancy Law, Recording Secretary  
Kilgore College Board of Trustees

Larry Woodfin  
President of the Board

J. Karl Pratt  
Secretary of the Board