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, February 12, 2018, 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 – Vice President
Karol Pruitt – Secretary
Cecelia Sanders
Larry Woodfin – President

Members absent: James Walker

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

The meeting was called to order at 6:30pm by Larry Woodfin. Brian Nutt led the Invocation. Larry Woodfin led the Pledge of Allegiance.

II. COLLEGE SPOTLIGHTS
   A. Student Success Spotlight - Launch of the Jenzabar Retention Module and Resulting Impact on Student Success
      Presenter: Dr. Mike Jenkins

      Dr. Jenkins presented information on the Retention Module: Early Alert System - Retention Risk Modeling

      KC Retention:
      • Has the Student Successfully Persisted from one Semester to the Next (Fall to Spring)?
      • Has the Student Successfully Persisted from one Year to the Next (Fall to Fall)?
        Retention ➔ Success & Completion
      • Early Alert System – A Collaborative Partnership across campus departments to help KC students be successful.

   B. Student Spotlight/Employee Spotlight/Alumni Spotlight/Program Spotlight - Retention Model Task Force: Jimmy Rieves, Chris Gore, Ronda Lee and Ebony Dennis
      Presenter: Dr. Mike Jenkins

      Dr. Jenkins introduced the Implementation & Risk Modeling taskforce and thanked them for their hard work.
      • Ebony Allison-Dennis, Director of Instructional Student Support
      • Ronda Lee, Student Success Learning Specialist
• Chris Gore, Director of Admissions and Registrar
• Jimmy Rieves, Director of Student Success

Dr. Brenda Kays recognized Dr. Mike Jenkins for his work with the Implementation & Risk Modeling taskforce.

III. CITIZEN COMMENTS

There were no citizen comments

IV. EXECUTIVE SESSION

The Board did not convene into Executive Session.

V. CONSENT AGENDA

A. To consider approving the minutes of the December 11, 2017 regular board meeting, the January 27, 2018 board retreat, and the February 5, 2018 property & facilities meeting (Consent Item 1).

B. To consider the following personnel items (Consent Item 2):
   1. Consider and authorization to accept employee resignation as follows:
      a. Process Technology Instructor
   2. Consider and authorization to accept employee retirement as follows:
      a. Instructional Dean, Public Services & Industrial Technologies
      b. Biology Instructor
      c. Computer Science Instructor
      d. Department Chair & Kinesiology Instructor
   3. Consider and authorization to accept change of employment as follows:
      a. Support Specialist - AEL to Assistant Coordinator – AEL
   4. Recommendation of employment as follows:
      a. System Administrator, Domain/Server Support, Information Technology
      b. Interim Government Instructor, Arts & Mathematics
      c. Interim Biology Instructor, Science & Health Sciences
      d. Police Officer, KCPD
      e. Police Officer, KCPD
      f. Police Academy Instructor, Public Services & Industrial Technologies

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

Personnel Agenda on next page
Personnel Agenda

Kilgore Junior College District
Consent Item 2
February 12, 2018 Board Meeting

1. Consider and authorization to accept employee resignation as follows:
   a. Mr. Danny Ryan, Process Technology Instructor, effective January 12, 2018 after four months of service

2. Consider and authorization to accept employee retirement as follows:
   a. Mr. Randy Lewellen, Instructional Dean, Public Services & Industrial Technologies, effective January 31, 2018 after twenty-eight years and four months of service
   b. Mr. Leon Wooten, Biology Instructor, effective August 31, 2018 after thirteen years of service
   c. Ms. Carol Bunch, Computer Science Instructor, effective August 31, 2018 after 33 years of service
   d. Ms. Wendolyn Brown, Department Chair & Kinesiology Instructor, effective August 31, 2018 after forty-four years of service

3. Consider and authorization to accept change of employment as follows:

4. Recommendation of employment as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>SALARY/RATE OF PAY</th>
<th>HIRE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Uriel Ramirez</td>
<td>System Administrator, Domain/Server Support</td>
<td>Information Technology</td>
<td>$1,865/pay period 12 mo. equivalent = $44,760</td>
<td>01/02/2018</td>
</tr>
<tr>
<td>Mr. Zachary Carnes</td>
<td>Interim Government Instructor</td>
<td>Arts &amp; Mathematics</td>
<td>$1,284.38/pay period 8 mo. equivalent = $20,500</td>
<td>01/08/2018</td>
</tr>
<tr>
<td>Mr. Nicholas Simpson</td>
<td>Interim Biology Instructor</td>
<td>Science &amp; Health Sciences</td>
<td>$1,353.13/ pay period 8 mo. equivalent = $21,650</td>
<td>01/08/2018</td>
</tr>
<tr>
<td>Mr. Danny Brasher</td>
<td>Police Officer</td>
<td>KCPD</td>
<td>$1,324.46/pay period 12 month equivalent = $31,787 ($1,200 stipend included for a Masters Certificate)</td>
<td>01/22/2018</td>
</tr>
<tr>
<td>Ms. Jessica Copeland</td>
<td>Police Officer</td>
<td>KCPD</td>
<td>$1,274.46/pay period 12 month equivalent = $30,587</td>
<td>01/31/2018</td>
</tr>
<tr>
<td>Mr. Justin Willoughby</td>
<td>Police Academy Instructor</td>
<td>Public Services &amp; Industrial Technologies</td>
<td>$2,276.38/pay period 12 month equivalent = $54,633</td>
<td>03/01/2018</td>
</tr>
</tbody>
</table>
VI. ACTION ITEMS
   A. To consider payment of legal fees for services rendered.

   Karol Pruett made the motion to consider payment of legal fees. Lon Ford seconded the motion. The motion passed unanimously.

VII. BOARD COMMITTEE REPORTS & ACTION ITEMS
   A. Investment/Finance/Audit Committee - Joe Carrington, Chair
      1. ACTION ITEM: To consider tuition and fee increases for 2018-2019 academic year

   Joe Carrington made the motion to consider tuition & fee increases for the 2018-2019 academic year. Because the motion came from a committee a second was not required. The motion passed unanimously.

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**Memo**

**To:** Kilgore College Board of Trustees  
**From:** Investment, Finance, and Audit Committee  
**CC:** Brenda Kays, President  
**Date:** 2/12/2018  
**Re:** Adjustment for tuition and fees for the 2018-2019 academic year

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On January 29, 2018, the Investment, Finance, and Audit Committee of the Board met with administration to review recommendations for tuition and fee changes. After discussion of various scenarios, the committee is recommending a tuition rate increase of $4 per SCH, a general education fee increase of $2 per SCH, and an out-of-district fee increase of $6 per SCH. This recommendation keeps our in-district rate at the 11th lowest in the state and has students who live outside of the taxing district indexed at a 1:2 ratio.

**Rates for Tuition and General Education Fees 2018-2019**

<table>
<thead>
<tr>
<th></th>
<th>In-District Student</th>
<th>Out-of-District Student</th>
<th>Non-Resident Student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuition</td>
<td>46/sch</td>
<td>46/sch</td>
<td>96/sch</td>
</tr>
<tr>
<td>General Education</td>
<td>33/sch</td>
<td>33/sch</td>
<td>33/sch</td>
</tr>
<tr>
<td>Out-of-District</td>
<td>0/sch</td>
<td>79/sch</td>
<td>79/sch</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>79/sch</td>
<td>158/sch</td>
<td>208/sch</td>
</tr>
</tbody>
</table>

These tuition and fees would be effective Fall of 2018.

The change in tuition and out-of-district fees will increase revenue resources by approximately $800,000 based on a projected 105,000 annual semester credit hour enrollment. These resources are needed to expand and enhance our IT infrastructure to support the advancing digital needs of the students and the institution, support the human resource needs of the institution, and continue addressing infrastructure...
Tuition & Fees cont.

improvements that impact student learning, campus lighting, and community pride. The increase in the general education fee will specifically target student success initiatives and safety/security measures and is expected to garner approximately $200,000.

NOTE: Dual Credit tuition is currently indexed at approximately 60% of the regular rates for tuition and fees. Therefore, with the overall increase to tuition and fees, dual credit students will be assessed $47/sch for in-district tuition and $94/sch for out-of-district tuition.

Course Fee Changes

Four course fee changes are being made to reflect an increase in the cost of consumable supplies. These will be reflected in the 2018-19 college catalog that will be formally approved by the Board at its April 2018 meeting.

The College currently charges a fee to defray the expenses for high cost allied health courses. The institution recognizes the need to do the same for its high cost advanced manufacturing and industrial business/technology courses. To standardize this fee among all workforce education high cost programs the institution will now charge $25.00 per sch. These fee changes will be reflected in the 2018-19 college catalog, which will be reviewed by the Board at its April 2018 meeting.

Room and Board Charges

The College is experiencing a need to increase its student housing and meal plan rates in order to keep pace with vendor rate increases and student expectations. Room rates will be increased by $50.00 per long semester to cover the cost associated with providing TV service (Dish) to all rooms. Meal rates will increase by $50.00 per long semester to compensate for a rate increase for Aramark services. These fee changes will be reflected in the 2018-19 college catalog, which will be reviewed by the Board at its April 2018 meeting.

B. Policy & Personnel Committee - Karol Pruett, Chair

1. ACTION ITEM: To consider approval of policies.
   Presenter: Karol Pruett
   a. Awarding of Credit Policy
   b. Fixed Assets and Equipment Policy
   c. Infectious/Communicable Disease Policy
   d. Institutionally Funded Competitive Scholarships Policy
   e. Student Records and Privacy Rights Policy
   f. Students Rights, Responsibilities, and Code of Conduct Policy

Karol Pruett made the motion to consider approval of the policies listed above. Bob Heath seconded the motion. The motion passed unanimously.

Policies on next page
Awarding of Credit Policy

Awarding of Credit Policy

Approved By and Date:  
Board of Trustees  
2/12/2018  
Executive Leadership Team  
1/05/2018

Kilgore College follows standards in the Texas Higher Education Coordinating Board’s Academic Course Guide Manual (ACGM), the Guidelines for Instructional Programs in Workforce Education (GIPWE), and the Workforce Education Course Manual (WECM), for determining the amount and level of credit awarded for all courses, regardless of format or mode of delivery.

Awarding of Credit Procedures

Approved By and Date:  
Executive Leadership Team  
1/05/2018

Kilgore College instructional faculty leaders will use the ACGM to determine the amount and level of credit awarded for all transfer and developmental courses.

For those cases in which the ACGM gives options for the amount of credit for a course, faculty will use their professional judgement in selecting the amount of credit to be awarded, considering such factors as the number of semester credit hours allowed in the core curriculum component areas, the total amount of hours allowed for an associate’s degree, and the amount of contact hours necessary to accomplish the desired learning outcomes of the course.

Kilgore College instructional faculty leaders will use the GIPWE and the WECM to determine the amount and level of credit awarded for all workforce courses.

For those cases in which the GIPWE gives options for the amount of credit for a course, as published in the Workforce Education Course Manual, faculty will use their professional judgement in selecting the amount of credit to be awarded, considering such factors as the total amount of hours identified for an associate’s degree or certificate, requirements of external accrediting/licensing agencies, feedback from advisory committees, and the amount of contact hours necessary to accomplish the desired learning outcomes of the course.

For all courses, the format or mode of delivery will not be a determining factor when considering the amount or level of credit awarded.

Faculty instructional leaders take their recommendations to the Academic Policies and Curriculum Committee for consideration and approval.
Fixed Assets and Equipment Policy

Approved By and Date:  
Board of Trustees  2/12/2018  
Executive Leadership Team  1/30/2018

The Kilgore College (KC) Board of Trustees recognizes the importance of providing guidance to account managers to fulfill their responsibility to administer, account for, and preserve the College’s investment in property, plant and equipment. This responsibility extends across all departments.

Fixed Assets and Equipment Procedures

Approved By and Date:  
Executive Leadership Team  1/30/2018

Definitions
For the purposes of this policy, the following definitions are used:

Fixed Assets are items purchased for Kilgore College use costing $5,000 or more and having an anticipated useful life greater than or equal to one year. This includes repairs or improvements made to equipment with original value greater than $5,000 that alter its original state or original ability, or increases the useful life greater than or equal to One year.

Equipment represents items purchased costing $500 to $4,999 and having an anticipated useful life greater than or equal to one year.

Purchasing
In accordance with Purchasing and Accounts Payable Procedures, all fixed assets and equipment are to be purchased with approved budgeted funds and are to be submitted and approved through the requisition process before items to be purchased are ordered. Purchase orders are produced by the Purchasing Department after a requisition for purchase has been properly approved. A copy of approved purchase orders is to be forwarded to the Receiving Department in anticipation of the item being delivered.

Receiving
All deliveries of fixed assets and equipment are to be delivered to the Kilgore College Receiving Department at 108 Choice Street, Kilgore, TX 75662. Delivery may be made to another location where either an item is extremely large and is to be used elsewhere on campus, there may be risk of damage to an item if it not delivered directly to its location of use or installation on campus, or if an item is to be used or installed at a location other than the Kilgore main campus.

Upon receipt, the Receiving Department is responsible to match items received to those on packing slips and approved purchase orders, inspect items received for damage, and determine whether received items should be inventoried as a fixed asset or equipment item. Items qualifying as fixed asset or equipment items are assigned an asset number and tag by the receiving clerk. The asset tag is placed on the item in a clearly visible location. The following information concerning the item is entered on the inventory system:

1. Asset identification number
2. Description of the asset
3. An asset serial number, if any
4. Acquisition Date
5. Acquisition Cost

Fixed Assets and Equipment Policy cont. on next page
Fixed Assets and Equipment Policy cont.

6. Asset Class (computer, furniture, etc.)
7. Model number
8. Location identifier
9. Number of department responsible for the asset
10. Manufacturer name

Items qualifying as fixed assets are communicated to the Business Office with the above information so that the item may be recorded as a capitalized asset. The asset is then delivered by the Receiving Department to the department responsible for the item.

Accounting for Fixed Assets

Upon receipt of information from the Receiving Department concerning the purchase and receiving of a fixed asset, the accountant in the Business Office responsible for fixed asset account will enter all applicable information into the fixed asset accounting system for inclusion in the fixed asset listing and the calculation of appropriate depreciation in the accounting records.

Additionally, the accountant responsible for fixed asset accounting will review at year end with Business Office management the listing of all purchases coded to equipment expense (object code 6710) and capitalized equipment (object code 6715) to ensure that these items purchased have been properly classified in accordance with their respective definitions and accounting treatment.

Fixed Asset Inventory Report Verification

The fixed asset physical inventory is accomplished through the following steps.

1. Annually, the Business Office will send a listing to responsible departments a listing of those fixed assets that are to be in the departments’ possession. This listing should include all information necessary for the department to successfully individually identify each asset.

2. Departments have 30 days to complete the inventory. It is in the best interest of the departments to conduct their physical inventories in the shortest possible time period to avoid the problems and extra work arising from the movement of inventoried equipment.

3. The physical inventory involves verifying the physical existence, tagging, and accuracy of the description, serial number, and location on the inventory report listing.

4. As each item is verified and is correct, the item is “checked” on the report.

5. For those items verified but with inaccurate or missing information, the department should make note of the correction on the report.

6. If an item is not found, the department should make a “not located” note on the property inventory report. During the inventory period, departments are expected to make a thorough search for the item(s).

7. The departments’ inventory reports should be returned to the Business Office to assist in correcting the master listing.

Responsibility

Division Deans and department heads will be responsible for the control of all fixed asset items for their areas and should know where all items are located.

Division Deans and department heads will be responsible for completing the annual inventory of fixed assets and making corrections to the printout of the fixed asset inventory supplied by the Business Office. During the year all items, which have been lost, stolen, destroyed, become obsolete or transferred, will be reported immediately to the Business Office so that accounting for these changes can be made on a timely basis or reported to the KC Police Department for further action as appropriate.

Fixed Assets and Equipment Policy cont. on next page
Fixed Assets and Equipment Policy cont.

Disposal of Assets
When a department identifies an equipment that is either obsolete or no longer needed, that department is to contact the Environmental Safety, Construction & Facilities Manager ("Facilities Manager") to request the removal of the equipment from their department. If it is determined that the equipment is not needed elsewhere at the College, the Facilities Manager will enter a work order with the third party facilities contractual entity ("SSC") to have the equipment removed from the department and to the facilities warehouse where excess equipment is stored. At a later date, when a sufficient amount of excess equipment has been accumulated in the warehouse, the Facilities Manager will conduct the sale or disposal of equipment in accordance with State of Texas regulations for the sale or disposal of property.

Computer and Technology Equipment
The Information Technology Department will maintain a system of identification for the technology-related assets of the College. This will include asset identification numbers and other such information needed to individually identify and locate all technology items. This listing will include both technology items which have been capitalized as fixed assets and items classified as equipment expense when purchased by the College. As a component of this system, the Information Technology Department has implemented and will maintain a system of auto-identification of individual laptop and personal computers which regularly monitors the existence and location of these devices used on the College campus. Due to their cost of purchase typically being less than $5,000, individual laptop and personal computers would not normally be included on the fixed asset listing as capitalized equipment.
Infectious/Communicable Disease Policy

Approved By and Date:                          Board of Trustees  2/12/2018
                                          Executive Leadership Team  1/18/2018

Kilgore College actively promotes the good health, safety, and well-being of students and employees to such extent or degree as possible while prohibiting discrimination against persons afflicted with communicable diseases.

Communicable disease is defined as any condition which is transmitted directly or indirectly to a person from an infected person or animal through the agency of an intermediate animal, host, or vector, or through the inanimate environment. Communicable disease includes, but is not limited to: influenza; tuberculosis; conjunctivitis; infectious mononucleosis; acquired immune deficiency syndrome (AIDS), AIDS-related complex (ARC), positive HIV antibody status; hepatitis A, B, C and D; meningitis; community associated methicillin-resistant staphylococcus aureus (CA-MRSA); and sexually transmitted diseases.

Infectious/Communicable Disease Procedures

Approved By and Date:                        Executive Leadership Team  1/18/2018

General Procedures
Persons who know or who have reason to believe they are infected with a communicable disease have an obligation to conduct themselves in accordance with such knowledge in order to protect themselves and others.

Students and employees who have communicable diseases, whether symptomatic or not, will be allowed regular classroom and work attendance in a non-restrictive manner, as long as they are able to attend classes and/or work and do not pose a medically proven threat for transmission of the disease or condition. Therefore, when there is no medical justification for restricting the access of students and employees who have communicable diseases, they will be allowed access to all College facilities and services.

All medical information related to the communicable diseases of students and employees will be kept confidential and no person, group, agency, insurer, employer, or institution will be provided any medical information without the prior, specific written consent of a student or employee unless providing such information is required by state and/or federal law.

Bacterial Meningitis
Texas Education Code, §51.9192, Subchapter Z, establishes the requirement for bacterial meningitis vaccination for certain students and identifies exceptions to that requirement. Typically, all entering students who are less than 22 years of age must show proof of having received a bacterial meningitis immunization or booster within the five-year period immediately preceding enrollment.

Sources for Additional Information
Information regarding communicable diseases is available from the campus nurse’s office, located in the Parks Fitness Center. Students may contact the campus nurse by calling (903) 983-8632.

Specific information regarding Bacterial Meningitis, a serious and potentially deadly disease, is also available in the Student Handbook.

Institutionally Funded Competitive Scholarships Policy on next page
Institutionally Funded Competitive Scholarships Policy

Institutionally Funded Competitive Scholarships Policy

Approved By and Date: 
Board of Trustees 2/12/2018
Executive Leadership Team 1/30/2018

In accordance with its Mission, the Kilgore College Board of Trustees places emphasis on the importance of "access" through optimization of its institutionally funded competitive scholarship awards.

Institutionally Funded Competitive Scholarships Procedures

Approved By and Date: 
Executive Leadership Team 1/30/2018

Authorizing Statute: The waiver program for non-resident scholarship students is authorized through Texas Education Code Section 54.213. Local Boards of Trustees tuition and fee latitude under Texas Education Code Section 54.5035(b) and Section 130.084(b)

Definitions:

Non-Resident- For the purposes of this policy, non-resident means either an out of state residency classification and/or an out of the Kilgore College taxing district residency classification as appropriate.

Institutionally Funded- Refers only to those scholarship awards that the institution provides for via its operating budget. This does not include scholarships or endowments funded by external parties including the Kilgore College Foundation.

Eligible Persons- A nonresident/out of district student who receives a competitive scholarship from a Texas public institution of higher education under the following conditions may receive a waiver under the following provisions:

1. The competitive scholarship must meet the following requirements:
   a. For an out of state residency tuition waiver, the total scholarship award must be at least $1,000 for the period of time covered by the scholarship, not to exceed 12 months. For an out of district tuition waiver, the total scholarship award must be at least $500 for the period of time covered by the scholarship, not to exceed 12 months. NOTE: Institutional scholarships are awarded on an annual basis, however all awardees are required to qualify each semester as per award guidelines;
   b. Be awarded by a scholarship committee authorized in writing by the institution’s administration to grant scholarships that permit this waiver of nonresident tuition;
   c. Be awarded according to criteria published in the institution’s paper or electronic catalog, available to the public in advance of any application deadline;
   d. Be awarded under circumstances that cause both the funds and the selection process to be under the control of the institution; and
   e. Permit awards to both resident/non-resident and/or in district/out of district persons.

Application:

1. An eligible person, who qualifies for a waiver under the guidelines described in this policy will pay resident and/or in district tuition rates.
2. The waiver of non-resident/out of district tuition under this provision will only apply to the semester or semesters for which the enabling scholarship is awarded.
3. If the scholarship is terminated for any reason prior to the end of the semester or semesters for which it was initially awarded the person will pay non-resident/out of district tuition for any semester following the termination of the scholarships. second institution.

Institutionally Funded Competitive Scholarships Policy cont. on next page
Institutionally Funded Competitive Scholarships Policy cont.

4. Waivers of non-resident tuition, in a given semester under the provisions of Texas Education Code §54.213, will not exceed 5 (five) percent of the total number of students enrolled in the institution in the same semester in the prior year.
5. Waivers of non-resident/out of district tuition under this policy only applies to tuition paid to the institution awarding the enabling scholarship. Unless, said recipient is simultaneously enrolled in two or more public institutions of higher education under a program offered jointly by the institutions under a partnership agreement, in which case the recipient is entitled to a waiver also at the second institution.

Student Records and Privacy Rights Policy

Student Records and Privacy Rights Policy

Approved By and Date:  
Board of Trustees  
Executive Leadership Team  
2/12/2018  
1/10/2018

The Family Educational Rights and Privacy Act (FERPA), a federal law, requires that Kilgore College, with certain exceptions, obtain a student's written consent prior to the disclosure of personally identifiable information from his/her education records.

Kilgore College may disclose appropriately designated "directory information" without written consent, unless the student has advised the College to the contrary in accordance with KC procedures.

Student Records and Privacy Rights Procedures

Approved By and Date:  
Executive Leadership Team  
1/10/2018

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can be disclosed to outside organizations without a student’s prior written consent. Outside organizations include but are not limited to higher education institutions attempting to recruit Kilgore College students for transfer and marketing companies. In addition, the Solomon Amendment requires Kilgore College to provide military recruiters, upon request, with the following directory information categories – name, addresses, telephone listings, age or date of birth, level of education, major, unless students have advised the College that they do not want their information disclosed without prior written consent. A student who does not want Kilgore College to disclose directory information from education records without his or her prior written consent must complete a FERPA Request to Opt Out of Directory Information Form, available from the Registrar’s Office. This election remains in effect until such time that the student completes a FERPA Request for Revocation of Non-Disclosure of Directory Information form, also available from the Registrar’s Office. At least ten days should be allowed for processing a request. Kilgore College has designated the following information as directory information:

1. Name, address, telephone listings  
2. Date, place of birth  
3. Enrollment status, such as full-time/part-time  
4. Classification  
5. Major field of study  
6. Dates of attendance, awards received, degrees earned  
7. Most recent previous educational institution attended  
8. Weight and height of members of athletic teams  
9. Participation in officially recognized activities and sports  
10. Photographs and other electronic images including audio and video
Student Records and Privacy Rights Policy cont.

The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. These rights are:

1. The student's right to inspect and review his/her education records within 45 days of the day Kilgore College receives a request for access. Students should submit to the director of admissions and registrar a written request that identifies the record(s) they wish to inspect. The director of admissions and registrar will make arrangements for access and notify the student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the student believes is inaccurate or misleading. Students may ask the College to amend a record that they believe is inaccurate or misleading. They should contact the director of admissions and registrar to identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the director of admissions and registrar decides not to amend the record as requested by the student, the director will notify the student of the decision and advise the student of his or her right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures with the director of admissions and registrar will be provided to the student when notified of the right to a hearing. Note: KC only has the ability to rectify inaccurate or misleading information that it has purview over. KC cannot rectify or change another institution's official records or documents.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. There are a number of exceptions to FERPA's prohibition against non-consensual disclosure of personally identifiable information from education records. Under these exceptions, schools are permitted to disclose personally identifiable information from education records without consent, though they are not required to do so. Exceptions are as follows:
   - To school officials that have a legitimate educational interest (definition of school official provided in annual notification published in the Kilgore College Catalog).
   - To another school in which the student seeks or intends to enroll.
   - When disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine the conditions for the aid and/or enforce the terms and conditions of the aid.
   - To the parents of a dependent student as defined in Section 152 of the Internal Revenue Code.
   - To appropriate parties, including parents of an eligible student, in connection with a health or safety emergency.
   - To the parents of a student at a postsecondary institution regarding the student's violation of any Federal, State or local law, or of any rule or policy of the institution, governing the use or possession of alcohol or a controlled substance.
   - Directory information that could include information such as student's name, address, telephone listing, photograph, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended, grade level or year and enrollment status.

   Under certain conditions:
   1. To authorized representatives of the Comptroller General of United States, the Attorney General of the United States, the U.S. Secretary of Education and State and local educational authorities for audit or evaluation of Federal or State supported educational programs or for the enforcement of or compliance with Federal legal requirements that relate to those programs
   2. To organizations conducting studies for or on behalf of the school making the disclosure for the purposes of administering predictive tests, administering student aid programs or improving instruction
   3. To comply with judicial order or a lawfully issued subpoena
   4. To the victim of an alleged perpetrator of a crime of violence or non-forcible sex offense concerning the final results of a disciplinary hearing with respect to the alleged crime

Student Records and Privacy Rights Policy cont. on next page

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5. To any third party the final results of a disciplinary proceeding related to a crime of violence or non-forcible sex offense if the student who is the alleged perpetrator is found to have violated the school’s rules or policies.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by Kilgore College to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

   Family Policy Compliance Office
   U.S. Department of Education
   400 Maryland Avenue, S.W.
   Washington, DC 20202-4605

Complaints, Concerns, or Suggestions
Any student who has reason to believe that the College is not complying with the Act or this policy should inform the director of admissions and registrar in writing. The director of admissions and registrar will review all such allegations and respond back to the allegation within five working days of receipt.

Type, Location, and Custodian of Student Records
Questions regarding individual student records should be directed to the appropriate location:

- Academic Records: Office of Admissions and Registrar, Devall Student Center
- Financial Aid: Office of Financial Aid, Devall Student Center
- Career Placement: Office of Counseling and Testing, Devall Student Center
- Academic Progress: Office of the Program/Academic Advisor

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Students Rights, Responsibilities, and Code of Conduct Policy

Student Rights, Responsibilities, and Code of Conduct Policy

Approved By and Date:  
Board of Trustees  
2/12/2018  
Executive Leadership Team  
1/10/2018

Kilgore College reserves the right to maintain a safe and orderly educational environment for students and staff. Therefore, when a student's behavior disrupts or threatens to disrupt the College community, appropriate disciplinary action will be taken. The purpose of this code is not to restrict student rights but to protect the rights of individuals in their academic pursuits.

Student Rights, Responsibilities, and Code of Conduct Procedures

Approved By and Date:  
Executive Leadership Team  
1/10/2018

Student Rights and Responsibility Statement:
Students at Kilgore College are considered to be mature adults who enter classes voluntarily. By entering classes, students take upon themselves certain responsibilities and obligations that include an honest attempt at academic performance and social behavior consistent with the lawful purpose of the College. Students maintain all legal rights of citizenship while enrolled and are expected to remember that they are living in a democratic situation. The reputation of the College rests upon the shoulders of students as well as on the administration, staff, and faculty; and it is hoped that each student will maintain high standards of citizenship. The campus and College will not be a place of refuge or sanctuary for illegal or irresponsible behavior. Students, as all citizens, are subject to civil authority on and off the campus. Common courtesy and cooperation make the above suffice for a long list of rules and regulations.

Code of Student Conduct Statement:
Introduction and Philosophy
Kilgore College is committed to fostering a campus environment that is conducive to academic inquiry, a productive campus life, and thoughtful study and discourse. The student conduct program within the office of the vice president of student development is committed to an educational and developmental process that balances the interests of individual students with the interests of the College community.

A community exists on the basis of shared values and principles. At Kilgore College, student members of the community are expected to uphold and abide by certain standards of conduct that form the basis of the Code of Student Conduct. These standards are embodied within a set of core values that include integrity, social justice, respect, community, and responsibility. All members of the College community bear responsibility for their conduct and are required to assume reasonable responsibility for the behavior of others. When members of the community fail to exemplify these five values by engaging in violation of the rules below, campus conduct proceedings are used to assert and uphold the Code of Student Conduct.

The Code of Student Conduct, included herein, is also included in the KC Student Handbook, which is available on the College's website. Hard copies are available upon request from the office of the vice president of student development. Students are responsible for having read and for abiding by the provisions of the Code of Student Conduct.

Purpose of the Code of Student Conduct
Kilgore College's primary concern is the student. The purpose of the Code of Student Conduct is to maintain the general welfare of the College community. Enrollment at Kilgore College is considered implicit acceptance of the rules, regulations and guidelines governing student behavior promulgated by the College and the student is responsible for this information. In addition, all students, regardless of place of residence, are expected to observe all federal, state and applicable local laws. Any student who violates any provision of these laws is subject to disciplinary action including expulsion, notwithstanding action taken by civil authorities on account of the violation.

Students Rights, Responsibilities, and Code of Conduct Policy cont. on next page
The College reaffirms to each student the privileges of exercising rights of citizenship under the Constitution of the United States, including the right to appropriate due process in any disciplinary matter. The vice president of student development, acting on behalf of the president and the KC Board of Trustees, has authority to enforce all regulations approved and stated in College documents or otherwise except for matters pertaining to academic dishonesty. For matters of academic dishonesty, the vice president of instruction shall have jurisdiction.

The student conduct process at Kilgore College is not intended to punish students; rather, it exists to protect the interests of the community and to challenge those whose behavior is not in accordance with our policies. Sanctions are intended to challenge students' moral and ethical decision-making and to help them bring their behavior into accord with our community expectations. When a student is unable to conform their behavior to community expectations, the student conduct process may determine that the student should no longer share in the privilege of participating in this community.

Students should be aware that the student conduct process is quite different from criminal and civil court proceedings. Procedures and rights in student conduct procedures are conducted with fairness to all, but do not include the same protections of due process afforded by the courts. Due process, as defined within these procedures, assures written notice and a hearing before an objective decision-maker. No student will be found in violation of College policy without information showing that it is more likely than not that a policy violation occurred and any sanctions will be proportionate to the severity of the violation and to the cumulative conduct history of the student.

Students continue to be subject to city, state, and federal laws while at KC, and allegations, charges or violations of those laws may also constitute violations of the Code of Student Conduct. In such instances, KC may proceed with disciplinary action under the Code of Student Conduct independently of any criminal proceeding involving the same conduct and may impose sanctions for violation of the Code of Student Conduct even if such criminal proceeding is not yet resolved or is resolved in the student's favor.

The Code of Student Conduct is not a contract and serves only as a guide for the fulfillment of acceptable due process procedures. The student is responsible for obtaining all published materials and updates from the vice president of student development relating to this code. In addition, the procedures contained herein may be modified by the College at any time in order to effectuate justice.

In addition to the College, entities (such as departments, clubs and student organizations) have developed standards of conduct governing their constituents and some provide procedures for sanctioning violations of those standards.

Core Values and Behavioral Expectations
The following five sub-sections (integrity, community, social justice, respect, and responsibility) are core values for positive engagement among members of the College community. Kilgore College considers the behavior described in the sub-sections as inappropriate for the College community and in opposition to the core values set forth in this document. These expectations and rules apply to all students. Kilgore College encourages community members to report to College officials all incidents that involve the following actions. Any student found to have committed or to have attempted to commit the following misconduct is subject to the sanctions outlined in the Conduct Procedures section herein.

Integrity: Kilgore College students exemplify honesty, honor and a respect for the truth in all of their dealings. Behavior that violates this value includes, but is not limited to:
2. Collusion. Action or inaction with another or others to violate the Code of Student Conduct.
3. Election Tampering. Tampering with the election of any College-recognized student organization (minor election code violations are addressed by the student government association).
4. Falsification. Knowingly furnishing or possessing false, falsified or forged materials, documents, accounts, records, identification or financial instruments.
5. Stolen Property. Knowingly taking or maintaining possession of stolen property.
6. Taking of Property. Intentional and unauthorized taking of College property or the personal property of another, including goods, services and other valuables.
7. Trust. Violations of positions of trust within the community.
8. Unauthorized Access. Unauthorized access to any College building (i.e. keys, cards, etc.) or unauthorized possession, duplication or use of means of access to any College building or failing to timely report a lost College identification card or key.

Community: Kilgore College students build and enhance their community. Behavior that violates this value includes, but is not limited to:
1. Abusive Conduct. This includes, but is not limited to, unwelcome conduct by an individual(s) that is sufficiently severe or pervasive that it alters the conditions of education or employment and creates an environment that a reasonable person would find intimidating, hostile or offensive.
2. Animals. Animals, with the exception of animals that provide assistance (e.g. seeing-eye dogs), and pets as outlined in the Residence Life Handbook, are not permitted on campus except as permitted by law.
3. Damage and Destruction. Intentional, reckless and/or unauthorized damage to or destruction of College property or the personal property of another.
4. Disruptive Behavior. Substantial disruption of College operations including obstruction of teaching, research, administration, other College activities, and/or other authorized non-College activities which occur on campus.
5. Fire Safety. Violation of local, state, federal or campus fire policies including, but not limited to:
   A. Intentionally or recklessly causing a fire which damages College or personal property or which causes injury.
   B. Failure to evacuate a College-controlled building during a fire alarm;
   C. Improper use of College fire safety equipment;
   D. Tampering with or improperly engaging a fire alarm or fire detection/control equipment while on College property.
   Such action may result in a local fine in addition to College sanctions; or
   E. Interfering with, obstructing, or disrupting fire responses.
8. Rioting. Causing, inciting or participating in any disturbance that presents a clear and present danger to self or others, causes physical harm to others, or damage and/or destruction of property.
9. Tobacco. Smoking or tobacco use in any area of campus where smoking or tobacco use is prohibited.
10. Trademark. Unauthorized use (including misuse) of Kilgore College or organizational names and images.
11. Unauthorized Entry. Misuse of access privileges to College premises or unauthorized entry to or use of buildings, including trespassing, breaking or unauthorized use of alarmed doors for entry into or exit from a College building.
12. Weapons. Possession, use, or distribution of explosives (including fireworks and ammunition), guns (including air, BB, paintball, facsimile weapons and pellet guns), or other weapons or dangerous objects such as arrows, axes, machetes, nun chucks, throwing stars, or knives with a blade of longer than 4 inches on College property. Please note that in compliance with Texas S.B.11, a person, including a student enrolled at the institution, who holds a license to carry a concealed handgun may carry a concealed handgun on Kilgore College campuses, except for a limited number of exclusion zones and certain necessary restrictions as outlined in the accompanying procedures. The open carrying of handguns is prohibited on campus.
13. Wheeled Devices. Skateboards, roller blades, roller skates, bicycles and similar wheeled devices are not permitted inside College buildings, residence halls or on tennis courts. Additionally, skateboards and other wheeled items may not be ridden on railings, curbs, benches, or any such fixtures that may be damaged by these activities, and individuals may be liable for damage to College property caused by these activities.
Social Justice: Students recognize that respecting the dignity of every person is essential for creating and sustaining a flourishing College community. They understand and appreciate how their decisions and actions impact others and are just and equitable in their treatment of all members of the community. They act to discourage and challenge those whose actions may be harmful to and/or diminish the worth of others. Conduct that violates this value includes, but is not limited to:

1. Abuse of Conduct Process. Abuse or interference with, or failure to comply in, College processes including conduct and academic integrity hearings including, but not limited to:
   A. Falsification, distortion, or misrepresentation of information;
   B. Failure to provide, destroying or concealing information during an investigation of an alleged policy violation;
   C. Attempting to discourage an individual’s proper participation in, or use of, the campus conduct system;
   D. Harassment (verbal or physical) and/or intimidation of a member of a campus conduct body prior to, during, and/or following a campus conduct proceeding;
   E. Failure to comply with the sanction(s) imposed by the campus conduct system;
   F. Influencing, or attempting to influence, another person to commit an abuse of the campus conduct system.

2. Bystanding.
   A. Complicity with or failure of any student to appropriately address known or obvious violations of the Code of Student Conduct or law;
   B. Complicity with or failure of any organized group to appropriately address known or obvious violations of the Code of Student Conduct or law by its members.

3. Discrimination. Any act or failure to act that is based upon an individual or group’s actual or perceived status (sex, gender, race, color, age, creed, national or ethnic origin, physical or mental disability, veteran status, pregnancy status, religion, or sexual orientation, or other protected status) that is sufficiently severe that it limits or denies the ability to participate in or benefit from the College’s educational program or activities.

4. Harassment. Any unwelcome conduct based on actual or perceived status including: sex, gender, race, color, age, creed, national or ethnic origin, physical or mental disability, veteran status, pregnancy status, religion, sexual orientation or other protected status. Any unwelcome conduct should be reported to campus officials, who will act to remedy and resolve reported incidents on behalf of the victim and community.
   A. Hostile Environment. Sanctions can and will be imposed for the creation of a hostile environment only when unwelcome harassment is sufficiently severe, pervasive (or persistent), and objectively offensive that it unreasonably interferes with, limits, or denies the ability to participate in or benefit from the College’s educational or employment program or activities.

5. Retaliatory Discrimination or Harassment. Any intentional, adverse action taken by a responding individual or allied third party, absent legitimate nondiscriminatory purposes, against a participant or supporter of a participant in a civil rights grievance proceeding or other protected activity under this Code.

Respect: Kilgore College students show positive regard for each other and for the community. Behavior that violates this value includes, but is not limited to:

1. Assault. This includes, but is not limited to, assaulting or physically abusing another person or being involved in brawling.
2. Bullying and Cyberbullying. Bullying and cyberbullying are repeated and/or severe aggressive behaviors that intimidate or intentionally harm or control another person physically or emotionally, and are not protected by freedom of expression.
3. Hazing. Defined as an act that endangers the mental or physical health or safety of a student, or that destroys or removes public or private property, for the purpose of initiation, admission into, affiliation with, or as a condition for continued membership in a group or organization. Participation or cooperation by the person(s) being hazed does not excuse the violation. Failing to intervene to prevent, failing to discourage, and/or failing to report those acts may also violate this policy.
4. Harm to Persons. Intentionally or recklessly causing physical harm or endangering the health or safety of any person.
5. Intimate Partner/Relationship Violence. Violence or abuse by a person in an intimate relationship with another.
6. Public Exposure. Includes deliberately and publicly exposing one’s intimate body parts, public urination, defecation, and public sex acts.
7. Sexual Misconduct. Includes, but is not limited to, sexual harassment, non-consensual sexual contact, non-consensual sexual intercourse, and/or sexual exploitation (See College Nondiscrimination and Grievance Policy for further information).
Students Rights, Responsibilities, and Code of Conduct Policy cont.

9. Stalking. Stalking is a course of conduct directed at a specific person that is unwelcome and would cause a reasonable person to feel fear.

10. Threatening Behaviors:
   A. Threat. Written or verbal conduct that causes a reasonable expectation of injury to the health or safety of any person or damage to any property.
   B. Intimidation. Intimidation defined as implied threats or acts that cause a reasonable fear of harm in another.

Responsibility: Kilgore College students are given and accept a high level of responsibility to self, to others and to the community. Behavior that violates this value includes, but is not limited to:

1. Alcohol. Use, possession, or distribution of alcoholic beverages and being under the influence of alcohol on campus or at College sponsored events.

2. Arrest. Failure of any student to accurately report an off-campus arrest by any law enforcement agency for any crime (including non-custodial or field arrests) to the office of the vice president of student development within seventy-two (72) hours of release.

3. Drugs. Use, possession or distribution of illegal drugs and other controlled substances or drug paraphernalia or being under the influence of illegal drugs or other controlled substances on campus or at College sponsored events.

4. Failure to Comply. Failure to comply with the reasonable directives of College officials or law enforcement officers during the performance of their duties and/or failure to identify oneself to these persons when requested to do so.

5. Financial Responsibilities. Failure to promptly meet financial responsibilities to the institution, including, but not limited to knowingly passing a worthless check or money order in payment to the institution or to an official of the institution acting in an official capacity.

6. Health and Safety. Creation of health and/or safety hazards (dangerous pranks, hanging out of or climbing from/on/in windows, balconies, roofs, etc.).

7. Other Policies. Violating other published College policies or rules, including all Residence Hall/Dining policies.

8. Prescription Medications. Abuse, misuse, sale, or distribution of prescription or over-the-counter medications.

9. Violations of Law. Evidence of violation of local, state or federal laws, when substantiated through the College’s conduct process.

Code of Student Conduct Jurisdiction
The Code of Student Conduct and the student conduct process apply to the conduct of individual students and all College-affiliated student organizations. For the purposes of student conduct, the College considers an individual to be a student when an offer of admission has been extended and thereafter as long as the student has a continuing educational interest in the College.

The College retains conduct jurisdiction over students who choose to take a leave of absence, withdraw or have graduated for any misconduct that occurred prior to the leave, withdrawal or graduation. If sanctioned, a hold may be placed on the student’s ability to re-enroll, obtain official transcripts, and/or graduate until all sanctions are satisfied. In the event of serious misconduct committed while still enrolled but reported after the accused student has graduated, the College may invoke these procedures and should the former student be found responsible, the College may revoke that student’s degree.

The Code of Student Conduct applies to behaviors that take place on the campus, at College-sponsored events and may also apply off-campus when the vice president of student development or designee determines that the off-campus conduct affects a substantial College interest. A substantial College interest is defined to include:

- An allegation, arrest, charge or conviction of a criminal offense as defined by Texas law, including repeat violations of any local, state or federal law; and/or
- Any situation where it appears that the student’s conduct may present a danger or threat to the health or safety of him/herself or others; and/or
- Any situation that significantly impinges upon the rights, property or achievements of self or others or significantly breaches the peace and/or causes social disorder; and/or
- Any situation that is detrimental to the educational mission and/or interests of the College.

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Students Rights, Responsibilities, and Code of Conduct Policy cont.

The Code of Student Conduct may be applied to behavior conducted online, via email or other electronic medium. Students should also be aware that online postings such as blogs, web postings, chats and social networking sites are in the public sphere and are not private. These postings can subject a student to allegations of conduct violations if evidence of policy violations is posted online. Kilgore College does not regularly search for this information but may take action if and when such information is brought to the attention of College officials. However, most online speech by students not involving College networks or technology will be protected as free expression and not subject to this Code, with two notable exceptions:

- A true threat, defined as "a threat a reasonable person would interpret as a serious expression of intent to inflict bodily harm upon specific individuals";
- Speech posted online about the College or its community members that causes a significant on-campus disruption.

The Code of Student Conduct applies to guests of community members whose hosts may be held accountable for the misconduct of their guests. Visitors to and guests of Kilgore College may seek resolution of violations of the Code of Student Conduct committed against them by members of the College community.

There is no time limit on reporting violations of the Code of Student Conduct; however, the longer someone waits to report an offense, the harder it becomes for Kilgore College officials to obtain information and witness statements and to make determinations regarding alleged violations.

Though the submission of an anonymous concern is permitted, doing so may limit Kilgore College’s ability to investigate and respond to an issue. Those who are aware of misconduct are encouraged to report it as quickly as possible to the office of the vice president of student development and/or to Campus Police.

Kilgore College email is the College’s primary means of communication with students. Students are responsible for all communication delivered to their College email address.

Proceedings initiated under this policy are separate from civil or criminal proceedings that may relate to the same incident.

The exercise of jurisdiction does not depend on whether a student is actually charged through the criminal justice system. Investigations or conduct proceedings by the College are not postponed while criminal or civil proceedings are pending unless otherwise determined by the conduct officer. Dismissal of criminal charges or acquittal in a criminal case does not prevent the College from investigating and adjudicating an incident.

The unexcused failure of a student to appear and/or respond to the conduct process does not prevent the College from proceeding with the conduct process.

Misconduct Sanctions
Sanctions imposed for misconduct will be based upon a consideration of all of the circumstances in a particular case. Mitigating and aggravating circumstances will be considered. Repeated violations are likely to result in progressively severe sanctions. One or more of the sanctions below may be imposed. In all cases, the conduct officer and conduct body reserve the right to use their discretion in determining the appropriate sanction for a case. All decisions regarding responsibility and appropriate sanctions will be given to a student in writing.

1. Educational Sanctions. The student may be required to perform a specific number of hours of community service, complete a reflection or research paper, attend a class, program or lecture, or be involved with the community in a way that brings about a new understanding of the community and how his/her behavior may have impacted others. This is not an exhaustive list but should serve as a reference for the types of educational sanctions that may be imposed.

2. Admonition. This consists of a verbal warning that the behavior was inappropriate. Verbal admonitions will not become a part of the student’s confidential record in the office of the vice president of student development.
Students Rights, Responsibilities, and Code of Conduct Policy cont.

3. Warning/Written Reprimand. A warning/written reprimand is a written statement from a College official that the behavior was inappropriate and that more serious conduct action will be taken should subsequent infractions occur.

4. Residence Hall Reassignment. A student who resides in a residence hall is assigned to a different residence hall on campus.

5. Residence Hall Termination. A student’s residence hall agreement is terminated through the conduct process and the student is prohibited from residing in any College residence hall on either a permanent or temporary basis. Specific exclusion from the residence halls and adjacent parking lots and property may also be imposed. Termination may occur in cases where a student appears to be involved in violations of the Code of Student Conduct and the behavior or pattern of behavior has a significant negative impact on his/her living community.

6. Citation. Citations for student misconduct are categorized as Police citations or Student Life citations. Citations issued by Kilgore College Police may carry a College and/or municipal fine. Citations issued by other College staff will carry a College fine only. Please see Appendix B of this document for a list of fines associated with Student Life citations.

7. Probation. A student is placed on probation. Probation lasts for a specific period of time, and is implemented by semesters. Any violation of the Code of Student Conduct or the conditions of probation committed during the probationary period will result in further disciplinary action.

8. Suspension. The student is required to leave the College for a specific period of time. The student is required to apply for readmission to the College after his/her suspension period. Suspension from the College includes an exclusion from College property during the period of suspension. A suspension decision results in the student being suspended from all campuses of the College.

9. Withdrawal. Withdrawal is administrative removal of a student from a class or from the College and may be imposed in instances of unmet financial obligations to the College; for reasons of health; or pending the outcome of competent medical evaluation. The withdrawn student may also be barred from re-enrollment until such a time specific conditions have been met.

10. Expulsion. The student is required to permanently leave the College. An expulsion keeps the incident on file in the office of the vice president of student development permanently. Expulsion from the College includes an automatic exclusion from College property. An expulsion decision results in the student being expelled from all campuses of the College.

11. Exclusion. The student is denied access to all or a portion of College property. When a student is excluded from College property, that student may be permitted onto College property for limited periods and specific activities with the permission of the vice president of student development or his/her designee. Should the student enter College property without permission, action may be taken by the police for criminal trespass.

12. Restriction or Denial of College Services. The student is restricted from using or is denied specified College services, including participation in College activities.

13. Recommendation for Revocation of Degree. The revocation of degrees may occur for discovered misconduct of prior students. Allegations of misconduct which may result in a revocation of a degree will be considered by the appropriate academic process.

14. Additional Sanctions. Additional sanctions include, but are not limited to, requiring the student to compensate a victim for theft, damage, counseling or other expenses incurred as a result of the incident.

Student Disciplinary Procedures
Advisors. A student being investigated, a charged student, and an alleged victim of an alleged policy violation may be accompanied by an advisor during the conduct process. Witnesses to the incident may not be advisors. Advisors are not permitted to speak for or on behalf of the student during any phase of the conduct process, including hearings. However, with permission from the conduct officer, advisors may make a statement and/or ask questions of the charged student to present relevant information after the conduct officer has completed discussions with the student under investigation, charged student or alleged victim. If a student chooses to bring an advisor to the meeting, it is the student’s obligation to select an advisor whose schedule allows attendance within the time frame designated in the Student Conduct Notice. Conduct officials are not obligated to reschedule the administrative review to accommodate attorneys acting as advisors to students.
Authority for Initiation of Disciplinary Action
Under direction of the president, the vice president of student development and his/her designee, or other such staff members of certain committees to whom this responsibility has been delegated have the authority to administer disciplinary procedures. Therefore, disciplinary action will in general, originate in the office of the vice president of student development, except for those cases which by their nature, or by state statute, require initial action by another College department, such as:

A. Matters of Academic Dishonesty. Academic dishonesty matters may first be considered by the faculty member who may recommend penalties such as withdrawal from the course, failing the course, reduction or changing of a grade in the course, a test, assignment, or in other academic work; denial of a degree and/or performing additional academic work not required by other students in the course. Acceptance of the faculty member's recommended penalties by the student shall make the penalties final and constitutes a waiver of further administrative procedures. If the student does not accept the decision of the faculty member, he/she may utilize the Student Complaint Policy to appeal. If the student is ultimately found not to have been involved in academic dishonesty, the instructor shall not base his/her evaluation of the student on the alleged but unproven dishonesty. If the student is ultimately found to have violated matters of academic dishonesty, the appropriate disciplinary sanction shall be implemented. Any student who believes that a grade has been inequitably awarded should refer to the Student Complaint procedures. Examples of academic dishonesty include, but are not limited to, cheating, plagiarism, inappropriately obtaining/sharing test content, etc. This applies to all students, including those enrolled in distance education or at off-campus instructional sites.

B. Housing Matters. Students who reside within the residence hall system are under a contractual obligation to abide by the rules and regulations of the Residence Life Department, as well as being bound by the College catalog and all other College rules and regulations governing the conduct of students. Students wishing to appeal disciplinary actions arising from violations of housing rules shall utilize the Student Complaint process.

C. Financial Matters. In matters involving a violation of a financial obligation to the College, including the issuance of a check without sufficient funds, the business office will initiate action and may assign penalties such as late fees, service charges, fines, loss of money-related privileges, blocks from re-enrollment, etc. If the student believes the penalties have been applied prejudicially or in an arbitrary or capricious manner, or where penalties are the result of an alleged error on the part of the College, he/she may utilize the Student Complaint Policy to appeal. Upon failure of the student to meet financial obligations within time limits set by the State statutes, the appropriate department administration may recommend the student's withdrawal from the College. Financial withdrawal is not a disciplinary measure but may require nullification of the institutional/student relationship. In the event of unpaid financial obligations, the withdrawal will be processed by the registrar's office after the College has complied with State statutory requirements for notification. After the debt is paid and all administrative procedures have been complied with, the student may request, within a set time period, his/her reinstatement or re-enrollment. If the request is denied, the student may appeal the decision to the vice president of student development.

D. Health Matters. Students whose physical or mental health problems may affect the health, safety and/or welfare of the College community or who represent a danger to themselves or others, or whose continuing presence disrupts the academic or administrative process, or who fail to follow the directives given by the medical or psychological authority regarding these problems may be medically withdrawn from the College. Action may be initiated by the vice president of student development upon the recommendation of medical community members after attempts to achieve the student's cooperation have failed. If the student does not accept the decision of the vice president of student development, he/she may file a written Student Complaint. After the mental or physical health problem has been resolved and the directives of a medical doctor or other medical/psychological authority have been complied with, the student may apply for re-admission to the College.

Interim or Emergency Disciplinary Action
Pending a hearing, the president of the College or the vice president of student development may take such immediate interim disciplinary action as it deemed necessary against a student or a group of students when in his/her opinion, such action is necessary to protect the health, safety, life or property of members of the academic community or to prevent the disruption of the educational process. In cases where contact with the student can be reasonably obtained, the vice president of student development shall contact the student, provide information regarding the nature of the charges and provide the student with an opportunity to respond.

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Office of the Vice President of Student Development Disciplinary Procedures
The following disciplinary procedures will be used in all cases referred to the office of the vice president of student development, except those infractions in housing, which will be administered by the housing coordinator.

1. When a report alleging misconduct is received in the office of the vice president of student development, the student may be summoned. Failure to report after two notices may result in suspension from the College.

2. After a preliminary investigation of alleged misconduct, the charges against the student will be read to him/her and the procedures will be explained. The student will be given copies of the Code of Student Conduct Disciplinary Procedures and the charges; he/she will also be informed of the names of any witnesses and given a summary of their testimony. The student will be given an opportunity to present his/her case.

3. Using a preponderance of the evidence standard, the office of the vice president of student development shall then make a determination of whether disciplinary action is necessary and, if so, shall prescribe appropriate misconduct penalties as outlined in this code.

4. For prescribed penalties, not including suspension and/or expulsion, the student can either accept the prescribed penalties or appeal the decision by filing a formal written complaint pursuant to the Student Complaint and Grievance procedures listed within this document. If the student accepts the recommended penalties, they become final. Appeals must be filed in writing via the online Student Complaint Form within 72 hours of receiving the sanctions. Failure to meet this deadline shall constitute a waiver of all rights for further review of the matter.

5. For the prescribed penalties of suspension or expulsion, the student can either accept the penalty or appeal the decision by filing a formal written complaint pursuant to the Student Complaint and Grievance procedures listed within this document. Appeals must be filed in writing via the online Student Complaint Form within 72 hours of receiving the sanction. Failure to meet this deadline shall constitute a waiver of all rights for further review of the matter. Upon receipt of the appeal, a hearing shall be set on a date that affords the student at least five (5) business days to prepare an adequate defense. The hearing will be closed to the public and will be conducted by the College’s standing hearing committee for employee and student dismissals.

At the hearing, the student may employ counsel. If the student chooses to be represented by counsel, he or she must notify the vice president of student development at least three (3) business days before the hearing of same so that counsel for the College may be present. The hearing panel will set 30-minute time limits for each side. The student also has the right to hear the evidence upon which the charges are based, to cross-examine all adverse witnesses, and to present evidence why the proposed action should not be taken. The hearing may be recorded and the rules of evidence do not apply. The hearing committee will determine whether to uphold the prescribed penalty of suspension or expulsion. The College bears the burden of proof by preponderance of the evidence. Such determination shall be based solely on the evidence presented in the hearing. A written statement of the hearing committee’s decision shall be given to the student and the vice president within two working days of the hearing, and this decision is final.

It should be noted that any interim or emergency disciplinary actions, such as suspension or exclusion, prescribed by the vice president of student development will remain in effect throughout the entire disciplinary process, including an appeal.

Right to Due Process
A student accused of violating the Student Code of Conduct is guaranteed the right to due process as the matter is resolved. Specifically, a student is guaranteed:

1. the right to a specific written notice of the charges.
2. the right to know the names of accusers and to have a copy of all their written statements regarding the charges.
3. the right to a prompt hearing.
4. the right to have counsel present at the hearing. (Note: If the student elects to have legal counsel present, the institution will also be represented by legal counsel)
5. the right to confront accusers and to hear all witnesses.
6. the right to present witnesses or evidence.
7. the right to remain silent to avoid self-incrimination.
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8. the right to a full and complete record of the hearing.
9. the right to an appeal.

Appeals Procedure
The only permissible bases for an appeal is procedural error or previously unavailable relevant evidence that significantly impacts the outcome of the case. The vice president of student development’s office will determine if the appeal has standing and will move forward.

The request for an appeal must be submitted via the Student Complaint procedures within three working days after receipt of the initial decision. The vice president of student development may delegate another College administrator to act on his/her behalf.

2. ACTION ITEM: Review and approval of an Operating Agreement between Texas Shakespeare Festival (TSF) Foundation and Kilgore College.

Karol Pruett made the motion to approve the Operating Agreement between the Texas Shakespeare Festival (TSF) Foundation and Kilgore College. Scott Andrews seconded the motion. The motion passed unanimously.

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OPERATING AGREEMENT

Between Kilgore College and the Texas Shakespeare Festival Foundation.

This Operating Agreement is made on this 13th day of February, 2018 by and between Kilgore College, a community college in the State of Texas (the "College") and the Texas Shakespeare Festival Foundation (the "Foundation").

RECITALS

Whereas, Kilgore College is an institution of higher education created pursuant to Texas Education Code: Chapter 130, Section 130.001 Public Junior Colleges; and

Whereas, the Texas Shakespeare Festival Foundation is an independent 501(c)(3) nonprofit corporation established pursuant to the provisions of Section 55A-36 and 37.1 of the Texas Non-Profit Corporation Act; and

Whereas, Kilgore College has the authority to enter into such contracts as are necessary for the efficient management of the College; and

Whereas, the Texas Shakespeare Festival Foundation, in accordance with its Articles of Incorporation, is organized and operated exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) including, but not limited to support of the Texas Shakespeare Festival at Kilgore College (the "Festival"); and

Whereas, the parties desire to formalize their relationship to achieve an efficient agreement on their respective roles in the advocacy for support from the private sector and achieve coordination between them to foster the Texas Shakespeare Festival;

Now, therefore in consideration of the mutual covenants, promises and conditions herein contained, Kilgore College (the "College") and the Texas Shakespeare Festival Foundation (the "Foundation") agree as follows:

1.0 Term

This Agreement will commence on the 13th day of February, 2018 (the "Commencement Date") and will continue in effect for a period of three (3) years, unless earlier terminated as provided hereinafter (the "Term"). In the event that neither party has terminated this Agreement prior to the expiration of the Term or any extensions thereof, the Term of this Agreement will be automatically extended for additional periods of three (3) years each. Either party may terminate this Agreement at any time without penalty, provided that written notice of such termination is furnished to the other party at least sixty (60) days prior to the effective date of termination.

2.0 Responsibilities of the College

2.1 The Texas Shakespeare Festival will share annually with the Foundation its strategic plan, priorities and projects, and resource requirements, so that the Foundation may represent the direction and needs of the Festival to donor prospects and align its programs and campaigns consistent with the strategic objectives of the Festival.

2.2 The College will promptly alert the Foundation to prospective gifts, so that each opportunity for enhancing gift potential and donor relations is fully utilized.
Operating Agreement cont.

2.3 In consideration of the Foundation’s services and contributions to and on behalf of the Festival, the College agrees to retain and fund two experienced personnel and their benefits for the Festival, namely Raymond Caldwell and John Dodd, and to provide technology support, record keeping, accounting, and bookkeeping services. Other College staff may assist the Festival in carrying out its activities in support of the College as requested by the Foundation and mutually agreed upon by the parties. Those College employees will at all times remain under the direction and control of the College and not the Foundation and will be considered employees of the College for all purposes and subject to all the rights and responsibilities of a College employee.

2.4 The College agrees to make available to the Festival certain administrative support resources, such as, space, insurance coverage on the facility, utilities, and maintenance required to support Festival services.

2.7 The College’s authorized agent for purposes of administration of this agreement is the President/CEO or his/her designee.

3.0 Responsibilities of the Foundation

3.1 The Foundation will raise, invest, and endow funds for specific Festival purposes in accordance with the laws of the State of Texas and any applicable Federal laws. Such funds collected will be used to support and augment the activities of the Festival in conjunction with the mission of the College as provided by the College President and Board of Trustees and agreed upon by the Foundation Board of Directors.

3.2 The Foundation will solicit gifts, where appropriate, in the name of the Festival. Correspondence solicitations, activities, and advertisements concerning the Foundation will be clearly discernible as being from the Foundation.

3.3 The Foundation will conduct its activities in such a manner as to maintain its status as a tax exempt, charitable organization under state and federal tax laws.

3.4 The Foundation will plan all fundraising activities and the promotion and sponsoring of programs in support of Festival activities in a manner consistent with the mission and purpose of the College and in close cooperation with the President of the College.

3.5 The Foundation will be responsible for the cost of its variable expenses, including but not limited to the cost of an independent audit (once every 3 to 5 years) and an independent accountant’s review (in the years not covered by the audit), fundraising campaigns, projects, Foundation Board of Director’s liability insurance, and donor recognition programs. The specific agreed-upon procedures of the audit and the accountant’s review will be mutually agreed upon by Kilgore College and the Texas Shakespeare Festival Foundation.

3.6 The Foundation agrees to notify, coordinate with, and solicit comments from the College President regarding all significant disbursements and expenditures planned by the Foundation on behalf of the Festival.

3.7 The Foundation will hold, invest, manage, and allocate funds and property received in the name of the Foundation.

3.8 The Foundation will manage any revenues produced by its activities. The Foundation will observe and comply with any limitations or restrictions placed by donors on the use of funds contributed to the Foundation to the extent that is reasonably practical. The Foundation will pay from the revenue’s produced by its activities and projects any administrative, operating, and other expenses incurred by the Foundation that are in excess of the resources and services provided by the College, including but not limited to certain fees, and costs in connection with the investment, sale or re-investment of the Foundation's institutional funds.
Operating Agreement cont.

3.9 The Foundation Board of Directors retains their right to refuse any contribution, donation, or gift which comes from a source which, in the Foundation Board's determination, is not in concert with the Foundation's mission or its inherent legal, moral, and ethical standards.

3.10 The Foundation will have an accounting and site management system in place to ensure that financial activities and donor transactions are carried out and reported in accordance with generally accepted business and accounting practices for tax exempt charitable organizations.

3.11 The Foundation will have an independent audit of its financial activities by a certified public accountant (once every 3-5 years) and an independent accountant's review (in the years not covered by the audit), pursuant to appropriate audit standards. The specific agreed-upon procedures of the audit and the accountant's review will be mutually agreed upon by Kilgore College and the Texas Shakespeare Festival Foundation.

3.12 The books, records, documents, procedures and practices of the Foundation relevant to or affecting this agreement will be subject to inspection by the College President or his/her designee at reasonable times and upon reasonable notice.

3.13 The Foundation will provide a written annual report to the College President, including but not limited to, the activities, programs, holdings, investments, income, and fiscal operations of the Foundation.

3.14 The Foundation will consult with the College before any changes in the nature, scope or purpose of the Foundation are made. The Foundation will provide the College President with an advanced copy of any amendments, additions, or deletions to the Foundation By-Laws.

4.0 Relationship Between the College and the Foundation

4.1 The parties acknowledge that they are independent organizations and that this Agreement will not be interpreted or deemed to create, either expressly or by implication, the existence of any relationship other than independent contractor, including but not limited to partnership, joint venture, joint enterprise, employment, borrowed servant, alter ego, or any other similar relationship. Each party to the Agreement will not, by entering into and performing its obligations under this Agreement, become liable for any of the existing or future obligations, liabilities or debts of the other party to this Agreement.

4.2 Each agrees to cooperate with the other in the advancement, achievement, and promotion of the cultural and social advancements provided by the Festival.

4.3 The Foundation will indemnify the College, its governing board, officers, employees, agents, and students in their official and personal capacities, from and against any and all claims, damages, liabilities, injuries, expenses, demands, and judgments, including court costs and attorney's fees, arising out of the Foundation's performance of this Agreement or arising out of service by any such person or persons at the Foundation's request or on its behalf.

4.4 The Foundation will maintain at all times, a policy or policies of insurance for the benefit of the Foundation Board of Directors. This paragraph (4.4) will survive the termination of this Agreement. To the fullest extent permitted by law, the Foundation retains and maintains charitable immunity pursuant to Texas Civil Practices and Remedies Code § 84.001, et seq.

4.5 The Foundation will use its best efforts to comply with the spirit of a gift within existing programs. In the event that it is no longer practical to comply with the restriction placed on a gift by a donor, due to program elimination or unfeasibility, the Foundation will try to comply with the donor intent to the extent reasonably practicable.

Operating Agreement cont. on next page
5.0 Governing Law

5.1 This Agreement is made under and will be governed and construed in accordance with the laws of the State of Texas.

5.2 To the fullest extent permitted by law, the College retains and maintains its governmental immunity except to the extent that such immunity is expressly waived by the Legislature or statute, as provided by Texas Civil Practices and Remedies Code § 101.001, et seq.

5.3 Any dispute arising from or related to the interpretation or implementation of this Agreement shall be resolved by good faith negotiation between the College and the Foundation and their designees, agents or attorneys. In the event that good faith negotiation fails to resolve such dispute the parties will engage in mediation with a mutually agreed neutral to a final resolution. The parties expressly waive their right to jury trial of any such dispute.

6.0 Miscellaneous Provisions

This Agreement constitutes the entire Agreement between the parties. Modifications, amendments to the Agreement, in order to be effective, must be in writing and signed by both parties. Inaction or failure to demand strict performance of the terms hereof will not be deemed a waiver of any provisions of this Agreement. The contracting parties represent that each has the authority to execute this Agreement, to enter into the transactions contemplated by this Agreement and to perform its obligations under this Agreement.

IN WITNESS WHEREOF, the undersigned parties hereto through their authorized representatives have executed this agreement as of the date first written above.

Kilgore College

By: ____________________________
   (Signature)

Larry Woodfin
President, KC Board of Trustees

Texas Shakespeare Festival Foundation

By: ____________________________
   (Signature)

Christina Anderson
President, TSF Foundation Board of Directors

(Date)

3. INFORMATION ITEM: Board Meeting Dates
   a. April board meeting date is Monday, April 9th
   b. June board meeting date has been changed to June 18th

Karol Pruett announced the dates of the next two board meetings referenced above.
C. Property & Facilities Committee - Brian Nutt, Chair
   1. INFORMATION ITEM: Facilities Update
      Presenter: Jeff Williams
      a. Bridge RFP

Request for Proposals (RFP) for repairs to the bridge were accepted January 2, 2018 through February 7, 2018. Two proposals were received. The proposals will be presented at the next Property and Facilities Committee meeting of the Board and then brought to the full board.

D. Student Success Committee - Cecelia Sanders, Chair
   1. INFORMATION ITEM: Convocation "Radical Hospitality"
      Presenter: Dr. Brenda Kays

I Am KC - Radical Hospitality:
Our Commitment to be the Higher Education Institution of Choice in Northeast Texas
1. We Commit to “Smile.”
2. We Commit to Answering Questions Patiently and to Asking Extra Questions for Understanding.
3. We Commit to Treating Others as Unique Individuals.
4. We Commit to Serving as Ushers, not Gatekeepers.
5. We Commit to Partnering with our Students and Other Customers.

2. INFORMATION ITEM: Spring Preview Day & Dual Credit VIP Orientation/Registration
   Presenter: Dr. Mike Jenkins

   * February 24, 2018 is Spring Preview Day. All service area high school students, freshman through seniors, have been invited to attend.
   * April 21, 2018 is Dual Credit VIP Orientation/Registration Day. All high school seniors who have taken dual credit through Kilgore College are invited to attend. They will be the first in line to register for summer and fall classes.

VIII. ADJOURNMENT

The meeting was adjourned at 7:18pm by Larry Woodfin.

If during the course of the meeting covered by this notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any item included in this notice, then such closed or executive meeting or session as authorized by Section 551.001 et. seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board concerning any subjects and for any and all purposes permitted by Sections 551.071-551.089 of the Open Meetings Act.

Respectfully submitted,

Larry Woodfin
President of the Board

[Signature]

Nancy Law
Recording Secretary
Kilgore College Board of Trustees

[Signature]

Secretary of the Board

February 12, 2018 Minutes