Minutes of Regular Board Meeting

The Board of Trustees Kilgore Junior College District

A Regular Board Meeting of the Board of Trustees of Kilgore Junior College District was held on December 14, 2021, beginning at 6:30 pm on the 2nd floor of the McLaurin Administration Building, 1100 Broadway, Kilgore, TX 75662, with the following members present:

Joe Carrington, President
Lon Ford, Vice President
Jon Rowe, Secretary
Janice Bagley
David Castles
Kelvin Darden
Josh Edmonson
Travis Martin

Member absent: Lany Woodfin

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

       Mr. Joe Carrington called the meeting to order at 6:30 pm and led the Invocation and the Pledge of Allegiance.

2. PRESENTATIONS
   A. Student Success Spotlight: Key Performance Indicator (KPI) Data
      Presenter: Mrs. Natalie Bryant

3. PUBLIC COMMENT

   There were no public comments.

4. CONSENT AGENDA
   Presenter: Mr. Joe Carrington

   Mr. David Castles requested to remove the personnel items from the Consent Agenda.
   Mr. Joe Carrington agreed to this request.

   A. To consider approving the minutes of the September 13, 2021 regular board meeting.
   B. To consider payment of legal fees

   Kelvin Darden made the motion to accept the Consent Agenda (September 13 minutes & legal fees only). Jon Rowe seconded the motion. The motion passed unanimously.
5. BOARD COMMITTEE REPORTS & ACTION ITEMS

A. Investment/Finance/Audit Committee - Jon Rowe, Chair

1. ACTION ITEM: To consider approving a tax abatement for Camfil USA
   
   **Presenter:** Lisa Denton, Kilgore Economic Development Council, Executive Director
   
   **Attachment:** See Appendix A

   *Jon Rowe made the motion to consider approving a tax abatement for Camfil USA. This motion is coming from Committee and does not require a second. The motion passed unanimously.*

   2. ACTION ITEM: To consider approving the use of reserves to fund AEC renovation costs.
   
   **Presenter:** Mr. Terry Hanson
   
   **Attachment:** See Appendix B

   *Jon Rowe made the motion to consider approving the use of reserves to fund AEC renovation costs. This motion is coming from Committee and does not require a second. The motion passed unanimously.*

   3. INFORMATION ITEM: Financial Update – September FY22
   
   **Presenter:** Mr. Terry Hanson

   4. INFORMATION ITEM: Public Funds Investment Act (PFIA) Investment Report - Quarter 4
   
   **Presenter:** Mr. Terry Hanson

B. Policy & Personnel Committee - Lon Ford, Chair

1. ACTION ITEM: To consider approval of policies
   
   a. CIB (Legal, Local, Administrative Rules): Equipment and Supplies Management: Disposal of Property
   
   b. CR (Legal, Local, Administrative Rules): Technology Resources
   
   c. CS (Legal, Local, Administrative Rules): Information Security
   
   d. BA (Legal, Local): Board Legal Status
   
   e. BBF (Legal, Local): Ethics
   
   f. BBG (Legal, Local): Compensation and Expenses
   
   g. BFA (Legal, Local): Qualifications & Duties
   
   h. BFD (Local): Retirement or Resignation
   
   i. BFE (Local): Evaluation
   
   j. BH (Local): Administrative Rules and Regulations
   
   k. CAK (Legal, Local, Administrative Rule): Investments
   
   **Presenter:** Mr. Lon Ford
   
   **Attachments:** See Appendix C

   *Lon Ford made the motion that all eleven (11) of these policies be approved as presented. This motion is coming from Committee and does not require a second. The motion passed unanimously.*

   2. ACTION ITEM: Annual Review of KC Mission Statement
   
   **Presenter:** Dr. Mickey Best
   
   **Attachment:** See Appendix D

   *Lon Ford made the motion to approve the KC Mission Statement as presented. This motion is coming from Committee and does not require a second. The motion passed unanimously.*
3. INFORMATION ITEM: TASB HR Services Agreement & Salary Study Notes  
**Presenter:** Mr. Terry Hanson

4. INFORMATION ITEM: Review of Student Success Policy  
**Presenter:** Mr. Josh Edmonson

C. Property & Facilities Committee - Josh Edmonson, Chair

1. ACTION ITEM: To consider demolition of the building (Bunk House) located at 619 Laird Street in Kilgore, Texas  
**Presenter:** Mr. Josh Edmonson  
**Attachment:** See Appendix E

   Josh Edmonson made the motion for the demolition of the building (Bunk House) located at 619 Laird Street in Kilgore, Texas. This motion is coming from Committee and does not require a second. The motion passed unanimously.

2. ACTION ITEM: To consider approval of: (1) allowing the President to enter into contract negotiations with Riley Harris Construction (RHC) for East Texas Police Academy Classroom Renovation to expand restrooms and office space (per KC CSP#2021-ETPA002), (2) delegating to the College President the authority to negotiate and finalize any remaining terms related to this same project, and (3) authorizing the College President to sign the contract and any other necessary paperwork related to the same project.  
**Presenter:** Mr. Josh Edmonson  
**Attachment:** See Appendix F

   Josh Edmonson made the motion to approve: (1) allowing the President to enter into contract negotiations with Riley Harris Construction (RHC) for East Texas Police Academy Classroom Renovation to expand restrooms and office space (per KC CSP#2021-ETPA002), (2) delegating to the College President the authority to negotiate and finalize any remaining terms related to this same project, and (3) authorizing the College President to sign the contract and any other necessary paperwork related to the same project. This motion is coming from Committee and does not require a second. The motion passed unanimously.

3. ACTION ITEM: To consider approval of a *Justification of Approval of Disposal of Unnecessary Property for Less than Fair Market Value* form submitted by Administration.  
**Presenter:** Mr. Josh Edmonson  
**Attachment:** See Appendix G

   Josh Edmonson made the motion to approve the *Justification of Approval of Disposal of Unnecessary Property for Less than Fair Market Value* form submitted by Administration. This motion is coming from Committee and does not require a second. The motion passed unanimously.

4. ACTION ITEM: To consider a proposal from Johnson & Pace to provide the design and construction administration services (Phase I) for Stark Hall located at 1101 E. South Street in Kilgore, Texas.  
**Presenter:** Mr. Josh Edmonson  
**Attachment:** See Appendix H
Josh Edmonson made the motion to approve the proposal from Johnson & Pace to provide the design and construction administration services (Phase 1) for Stark Hall located at 1101 E. South Street in Kilgore, Texas. This motion is coming from Committee and does not require a second. The motion passed unanimously.

5. ACTION ITEM: To consider a recommendation from Administration to utilize $288,000.00 from Building Fund Reserves to facilitate completion of Tier 1 Life/Safety Facilities Needs as recommended by the Aramark Facilities Condition Assessment (FCA).
   Presenter: Mr. Josh Edmonson
   Attachment: See Appendix I

Josh Edmonson made the motion to recommended from Administration to utilize $288,000.00 from Building Fund Reserves to facilitate completion of Tier 1 Life/Safety Facilities Needs as recommended by the Aramark Facilities Condition Assessment (FCA). This motion is coming from Committee and does not require a second. The motion passed unanimously.

D. Student Success Committee – Janice Bagley, Chair
   1. ACTION ITEM: Ratification of Kilgore College’s Diversity, Equity, and Inclusion (DEI) Statement
      Presenter: Ms. Ebony Allison-Dennis
      Attachment: See Appendix J

   Janice Bagley made the motion to recommend the ratification of the Kilgore College Diversity, Equity, and Inclusion Statement. This motion is coming from Committee and does not require a second. The motion passed unanimously.

   2. INFORMATION ITEM: Fall 2021 Enrollment Snapshot
      Presenter: Dr. Brenda Kays

   3. INFORMATION ITEM: Title IX Yearly Report
      Presenter: Brenda Kays

   4. INFORMATION ITEM: Dual Credit Enrollment/TVAH Update
      Presenter: Mr. Brandon Walker

   5. INFORMATION ITEM: Open Education Resources (OER)
      Presenter: Dr. Tracy Skopek

      Presenter: Dr. Staci Martin

   7. INFORMATION ITEM: Texas Success Center Award: Texas Pathways 2021: Excellence in Mapping Pathways to Student End Goals
      Presenter: Dr. Brenda Kays

6. APPRAISAL DISTRICT REPRESENTATIVES ELECTIONS
   Presenter: Mr. Lon Ford
   A. ACTION ITEM: To consider approval of a resolution to cast Kilgore College's 40 votes for the Upshur County Appraisal District election of its Board of Directors for the 2022-2023 term to Mr. John Ussery (nominated by the City of Gladewater): Upshur County Appraisal District: Resolution No. R-2022-3
   Attachment: See Appendix K
Lon Ford made the motion to cast Kilgore College's 40 votes for the Upshur County Appraisal District election of its Board of Directors for the 2022-2023 term to Mr. John Ussery (nominated by the City of Gladewater). This motion is coming from Executive Committee and does not require a second. The motion passed unanimously.

B. ACTION ITEM: To consider approval of a resolution to cast Kilgore College's 100 votes for the Gregg County Appraisal District election of its Board of Directors for the 2022-2023 term to Mr. A. P. Merritt, Jr.: Gregg County Appraisal District: Resolution No. R-2022-4
   Attachment: See Appendix L

Lon Ford made the motion to cast Kilgore College's 100 votes for the Gregg County Appraisal District election of its Board of Directors for the 2022-2023 term to Mr. A. P. Merritt, Jr. This motion is coming from Executive Committee and does not require a second. The motion passed unanimously.

C. ACTION ITEM: To consider approval of a resolution to cast Kilgore College's vote for the Smith County Appraisal District Board of Directors for the 2022-2023 term to Dr. Glen Elliott, Jr.: Smith County Appraisal District: Resolution No. R-2022-5
   Attachment: See Appendix M

Lon Ford made the motion to cast Kilgore College's vote for the Smith County Appraisal District Board of Directors for the 2022-2023 term to Dr. Glen Elliott, Jr.. This motion is coming from Executive Committee and does not require a second. The motion passed unanimously.

7. CERTIFICATION OF BOARD OF TRUSTEES MEMBER TRAINING
   Presenter: Mr. Jon Rowe
   Attachment: See Appendix N

Mr. Jon Rowe reported that all Board members have completed their required training for 2021.

8. KILGORE COLLEGE BOARD OF TRUSTEES APPOINTMENT TO KC FOUNDATION BOARD
   Presenter: Mr. Joe Carrington

Mr. Joe Carrington reported that Mr. Lon Ford will be the liaison to the KC Foundation Board from the KC Board.

9. EXECUTIVE SESSION
   The Board adjourned to executive session at 8:13 pm.

   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 551.01-551.089 of the Open Meetings Act.

   No action was taken during Executive Session.

RECONVENED OPEN MEETING: The Board reconvened in open session at 9:18 pm.

December 14, 2021 Minutes
10. CONSENT AGENDA: PERSONNEL AGENDA ONLY
   Presenter: Mr. Joe Carrington
   Attachment: See Appendix O

   Consideration of the Personnel Agenda that had been removed from the Consent agenda.

   David Castles made the motion to accept the Personnel Agenda. Travis Martin seconded the motion.
   The motion passed unanimously.

11. ADJOURNMENT

   The meeting was adjourned by Joe Carrington at 9:23 pm.

   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 551.01-551.089 of the Open Meetings Act.

Respectfully submitted,

Karen Scibona, Recording Secretary
Kilgore College Board of Trustees

President of the Board

Secretary of the Board
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November 12, 2021

Joe Carrington, President  
Kilgore College Board of Trustees  
1100 Broadway Street  
Kilgore, Texas 75662

Dear Mr. Carrington:

Enclosed is the Notice of Public Hearing during which the City Council will discuss the designation of a reinvestment zone within the city limits of the City of Kilgore for the purpose of a Schedule I industrial tax abatement. The proposed Reinvestment Zone No. 5 is within the Kilgore College District. We expect that the Company will request a Schedule I tax abatement from Kilgore College.

This notice is sent to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone. This notice is in compliance with Sec. 312.201 (D) (2) of the Texas Tax Code. Also enclosed is the proposed Tax Abatement Agreement with the Companies that the City of Kilgore will discuss and possibly approve at a special called meeting Monday, December 13, 2021, at 8:30 a.m. at City Hall, following the Public Hearing. The agreement covers property that is located in proposed Reinvestment Zone No. 5.

Camfil USA, Inc. plans to make real and personal property improvements of at least $45,000,000 and create at least 124 new jobs prior to the end of 10 years from the date of the agreement. Should you have any questions in regard to this, please feel free to contact me.

Sincerely,

Lisa Denton, MEDP, EDFP, PCED  
KEDC Executive Director

Enclosures: Public Notice, Tax Abatement Agreement, and Impact Analysis

cc: Dr. Brenda Kays, President  
Kilgore College  
1100 Broadway Street  
Kilgore, Texas 75662
November 9, 2021

FOR PUBLICATION ON NOVEMBER 13, 2021

NOTICE OF PUBLIC HEARING

CITY OF KILGORE

The City of Kilgore will conduct a public hearing to discuss the creation of City of Kilgore Reinvestment Zone No. 5 for the purpose of primary employer tax abatement. The hearing will be held at a special called meeting of the City Council on Monday, December 13, 2021, at 8:30 A.M. in the Council Room at City Hall, 815 N. Kilgore St., Kilgore, Texas. The proposed zone is as follows:

CITY OF KILGORE REINVESTMENT ZONE NO. 5

The site known as Camfil USA, Inc., Lot 13 as shown on Final Subdivision Plat of Synergy Park Subdivision Phase 4, Lot 13 only, 1 lot, 43.396 acres Kilgore, Gregg County, Texas, filed in C:C, Pg. 169 of the Plat Records of Gregg County, Texas, and under Clerk’s File No. GCC 201417568 of the Official Public Records. Property improvements consist of real property, including new construction of $33,000,000 and personal property, including equipment and inventory of $12,000,000.

All interested parties are encouraged to present their views at the hearing. Citizens' comments may be delivered in advance to City Hall at any time prior to the public hearings.

For further information, contact Lisa Denton, Executive Director, Kilgore Economic Development Corporation, at 1001 Synergy Blvd., Suite 100, Kilgore, TX 75662 or 903.983.3522.

Rachel Rowe, City Clerk
PRIMARY EMPLOYER TAX ABATEMENT AGREEMENT

STATE OF TEXAS §
COUNTY OF GREGG §

This instrument is a Primary Employer Tax Abatement agreement executed by and between the City of Kilgore, Texas and Camfil USA, Inc., (Company). Its terms and conditions are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

RECITALS

A. The Texas Property Redevelopment and Tax Abatement Act and all amendments thereto, Chapter 312 of the Texas Tax Code ("Law") provide that the governing body of an incorporated City (such as the City of Kilgore) has the power to create one or more Reinvestment Zones for the abatement of ad valorem taxes assessed against real property or tangible personal property located on the real property provided that certain conditions as detailed in the Law are met.

B. Company will own real property ("Real Property") and/or personal property ("Personal Property") located within the city limits or extraterritorial jurisdiction of the City of Kilgore ("City").

C. The City has designated by ordinance the Real Property as City of Kilgore Reinvestment Zone No. 5 ("Zone") eligible for the abatement of ad valorem taxes assessed against the Real Property or certain tangible Personal Property located thereon. The Ordinance creating the Zone is included as Attachment "A" with Exhibits "A" and "B" describing and depicting the Zone. By virtue of the City following the requirements of the Law in creating the Zone, the City and Company now exercise their rights to enter into this instrument, the terms and conditions of which are detailed below and, together with the Attachments and Exhibits, constitute the full and complete agreement ("Agreement") between the City and Company concerning the abatement of ad valorem taxes assessed against the Real Property and Personal Property within the Zone and otherwise payable to the City.

TERMS AND CONDITIONS

1. The first year of tax abatement under this Agreement shall be the year as stated in Section 1(d) of Attachment "B". All valuations are determined by the Gregg or Rusk Appraisal Districts as of January 1st of each year.

2. The percentage of abatement and properties covered are described in Attachment "B" and Attachment "C" attached hereto and made a part hereof.
3. Company will construct within the Zone improvements to the Real Property and purchase tangible Personal Property for use in the Zone or on location outside of the Zone so long as the taxable situs of such Personal Property is in the Zone ("Facilities") and prior to completion or purchase by 36 months from the date of this Agreement ("Completion Period") spend a minimum of $45,000,000.00 in construction and in Personal Property. The improvements and personal property will immediately be rendered with Gregg County Appraisal District.

4. A list of the kind, number and location of all proposed improvements constituting the Facilities are attached to this Agreement as Attachment "C". Employees and/or designated representatives of the City will have access to the Zone during the term of this Agreement to inspect the Facilities to ensure that any improvements and repairs are being made and the terms and conditions of this Agreement are being met. All inspections will be made during normal business hours and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Facilities.

5. The use of the Real Property and/or Personal Property is limited to those uses consistent with the general purpose of encouraging development or redevelopment of the Zone during the period that property tax exemptions are in effect. Company will declare the Real Property to be the tax situs of the Personal Property and will render both the Real Property and the Personal Property with Gregg County Appraisal District during each year this agreement is in effect.

6. In the event that Company (a) allows its ad valorem taxes owed to the City and the other participating tax entities to become delinquent, or (b) violates any of the terms and conditions of this Agreement by failing to make the improvements and repairs or renditions as provided by this Agreement, or (c) fails to maintain existing jobs and create the new jobs contracted for, this Agreement may be terminated by the City and the other participating tax entities, and all Taxes otherwise abated by virtue of this Agreement will be recaptured and paid to the City by Company within sixty (60) days of the termination. The determination of a violation shall be in the sole discretion of the City, after 30 days notice to Company and opportunity to cure. As an alternative, the City may, in its discretion, not declare the Agreement terminated, but it must certify to the Gregg County Appraisal District that Company has failed to qualify for an abatement for that tax year.

7. In the event that the Facilities are completed and Company commences operations, but subsequently discontinues operations for a period of one year for any reason excepting fire, explosion or other casualty or accident or natural disaster, or as a result of government shutdown, material or labor shortages, or other matters beyond Company’s control during the Abatement Period, then this Agreement shall terminate and so shall the abatement of the Taxes for the calendar year during which the Facility no longer operates. The Taxes otherwise abated for that calendar year shall be paid to City within sixty (60) days from the date of the termination.
8. Company must annually, on or before March 1 of each year, certify to the City Council that it is in compliance with the terms of this Agreement as of January 1st of that year. (Attachment E)

9. Should the City determine that Company is in default in the terms and conditions of this Contract, then the City shall notify Company at the address stated below or personal notice.

10. This Agreement is made subject to all conditions, prohibitions, obligations, acts of default, termination, reimbursement and recapture contained in Chapter 312 of the Property Redevelopment and Tax Abatement Act. In case of conflict between this Agreement and §312.204 of the TTC, §312.204 shall control.

11. The City shall have the right to see that the jobs the Company is contracting to create are indeed created and maintained on an annual basis for the duration of the Abatement. The Company will be required to fill out attached Form A and submit it to the City annually (Sample Job Creation Form A is attached as Attachment "D"). In addition, Company will provide City with Texas Employment Commission Employer’s Quarterly Report (Currently known as Form C-3), Form 941 filed with the Internal Revenue Service for each calendar year and a roster of its employees at the end of each year, listing the total number of hours worked by each employee during that year and the positions filled by each employee. Company will also provide City with copies of its tax renditions with the Gregg County Appraisal District for both Real Property and Personal Property during each year of this agreement.

All jobs created and maintained pursuant to this Agreement must be jobs in Kilgore, Gregg or Rusk County, Texas, must be a new full-time job (or full-time job equivalent) created over and above Company’s existing employment base as of the date of this Agreement, and must be a full-time job filled by an employee (or employees), who has or have worked a minimum of 1820 hours during the calendar year. This hourly requirement, in the sole discretion of City, may be prorated if this Agreement is signed after the first of any year. Existing jobs located within commuting distance will not be considered newly created positions.

12. If Company makes additional capital improvements over and above the dollar amount specified in this Agreement, it can receive credit for the additional capital improvements in lieu of creating jobs. The specific dollar amount of capital improvements to take the place of a job created shall be as determined by the Kilgore City Council.

13. Additional Terms and Conditions are contained in Attachment "B".

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14. All notices required or contemplated by this Agreement shall be addressed as follows:

If to Company, then to 1. N. Corporate Dr., Riverdale, NJ 07457, Attention: Armando Brunetti.

If to the City, then to 815 N. Kilgore St, Kilgore, Texas 75662, Attention: City Clerk of the City of Kilgore, Texas, with copy to Kilgore Economic Development Corporation, 1001 Synergy Dr., Suite 100, Kilgore, TX 75662

15. The terms and conditions of this Agreement are binding upon the successors and assigns of both parties hereto. This Agreement cannot be assigned by Company unless permission is first granted by the City, in its sole discretion.

16. This Agreement was approved by the affirmative vote of a majority of the members of the governing body of the City Council of the City of Kilgore at a regularly scheduled meeting on the 13th day of December, 2021, and Ronald E. Spradlin, III, Mayor was authorized to sign on behalf of the City of Kilgore, Texas.

17. This Agreement was authorized by Company, and Armando Brunetti of Company was authorized to sign on its behalf.

18. This Agreement is performable in Gregg County, Texas.

WITNESS OUR HANDS, this____day of December, 2021.

CAMFIL USA, INC.

By:__________________________________
Armando Brunetti, its President

CITY OF KILGORE, TEXAS

By:__________________________________
Ronald E. Spradlin, III, Mayor

ATTEST:

__________________________________
Rachel Rowe, City Clerk
APPROVED AS TO FORM AND EFFECT:

Robert G. Schleier, Jr., City Attorney

THE STATE OF __________

COUNTY OF __________

Before me, the undersigned authority, on this day personally appeared Armando Brunetti as President of Camfil USA, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

Given under my hand and seal of office on this ______ day of ___________ 2021.

________________________
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF GREGG

Before me, the undersigned authority, on this day personally appeared Ronald E. Spradlin III, Mayor of the City of Kilgore, a Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said City of Kilgore.

Given under my hand and seal of office on this ______ day of ___________ 2021.

________________________
Notary Public, State of Texas
ATTACHMENTS TO TAX ABATEMENT AGREEMENT

Attachment "A"  Ordinance creating Reinvestment Zone
Attachment "B"  Tax Abatement Terms and Conditions
Attachment "C"  List of proposed improvements and/or repairs to be made to the property by Company or tangible personal property to be purchased and located on the property
Attachment "D"  Job Creation Form A
Attachment "E"  Certificate of Compliance
Attachment "F"  Map showing existing uses and conditions of Company's property
Attachment "G"  Map showing proposed improvements and use of Company's property when improvements are completed.
ATTACHMENT “A”

Ordinance creating Reinvestment Zone.
ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILGORE, TEXAS, DESIGNATING LOT 13 OF SYNERGY PARK AS CITY OF KILGORE REINVESTMENT ZONE NO. 5, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the City Council of the City of Kilgore, Texas, (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone, as codified in Chapter 312 of the Texas Tax Code (the "Act"); and

WHEREAS, a hearing before the City Council was set for 8:30 a.m. on the 13th day of December, 2021, such date being at least thirty (30) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in the City of Kilgore; and

WHEREAS, the City has called a public hearing and published notice of such public hearing, and has properly notified the proper officials of Gregg County, Kilgore Independent School District, and Kilgore College as required by the Act; and

WHEREAS, upon such hearing being convened there was presented proper proof and evidence that notices of such hearing had been published and mailed as described above; and

WHEREAS, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the Reinvestment Zone, whether all or part of the territory, which is described by a metes and bounds or other suitable description attached hereto as Exhibit "A" and depicted in the drawing attached hereto as Exhibit "B", should be included in such proposed Reinvestment Zone; and

WHEREAS, all owners of property located within the proposed Reinvestment Zone and all other taxing units and other interested persons were given the opportunity at such public hearing to protest the creation of the proposed Reinvestment Zone or the inclusion of their property in such Reinvestment Zone; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone, and no opponents of the reinvestment zone appeared to contest creation of the reinvestment zone;
WHEREAS, after considering all testimony and evidence offered at the public hearing, the City Council finds that improvements in the Reinvestment Zone will enhance significantly the value of all taxable real and personal property in the Zone, will be of general benefit to the City of Kilgore and that it will be in the public interest to pass this ordinance creating a Reinvestment Zone;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILGORE, TEXAS:

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: The City, after conducting such hearing and having heard such evidence and testimony, pursuant to Chapter 312 of the Texas Tax Code (TTC), has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on adoption of the Reinvestment Zone has been properly called and conducted and that notice of such hearing has been published as required by law.

(b) That the City has jurisdiction to hold and conduct this public hearing on the creation of the proposed Reinvestment Zone pursuant to the Act; and

(c) That the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and to the city after the expiration of an agreement entered into under Section 312.204 of the Act.

(d) That the Reinvestment Zone, as defined in Exhibits "A" and "B", meets the criteria for the creation of a Reinvestment Zone as set forth in Chapter 312.201 of the Act.

SECTION 3: That the City hereby creates a Reinvestment Zone over the area described by the description in Exhibit "A" attached hereto and depicted in a drawing attached hereto as Exhibit "B" and such Reinvestment Zone shall hereafter be identified as the City of Kilgore Reinvestment Zone, Number 5, (the "Zone").

SECTION 4: That operation of the Zone shall commence on December 13, 2021, for a period of five years, and may be renewed for an additional five years or may terminate sooner by subsequent ordinance.

SECTION 5: That a written Agreement as provided in the Act, with the owners of the property located within the Reinvestment Zone is hereby authorized according to the schedule and term outlined in Exhibit "C", and the written agreement shall provide an exemption from taxation the increased value in the real and/or personal property according to that schedule.

SECTION 6: That if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such
section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7: Pursuant to §312.002, the City Council hereby finds that the terms of the Tax Abatement Agreement to be executed in connection with this Ordinance meets the applicable Guidelines and Criteria for Primary Employer Tax Abatement adopted on June 8, 2021 by the City Council, effective June 8, 2021 through June 7, 2023.

SECTION 8: That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the city Hall of the city for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551 et seq of the Texas Local Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 9: That the contents of the notice of public hearing, which hearing was held before the City Council on December 13, 2021, and the publication of said notices, is hereby ratified, approved and confirmed.

PASSED, APPROVED, and ADOPTED on this the _____ day of December, 2021.

CITY OF KILGORE, TEXAS

______________________________
Ronald E. Spradlin, III, Mayor

ATTEST:

______________________________
Rachel Rowe, City Clerk

APPROVED AS TO FORM AND EFFECT:

______________________________
Robert G. Schleier, Jr., City Attorney
EXHIBITS TO ORDINANCE

Metes and Bounds or other description of zone

Map of zone

Tax Abatement Schedule
EXHIBIT “A” TO ORDINANCE

Mutes and Bounds or other description of zone

Lot 13 as shown on Final Subdivision Plat of Synergy Park Subdivision Phase 4, Lot 13 only, 1
lot, 43.396 acres Kilgore, Gregg County, Texas, filed in C:C, Pg. 169 of the Plat Records of Gregg
County, Texas, and under Clerk’s File No. GCC 201417568 of the Official Public Records.
EXHIBIT “C” TO ORDINANCE

Tax Abatement Schedule

Schedule I

Tax abatement on improvements to real and personal property may be granted to qualified businesses in the Industrial Reinvestment Zone (i) investing a minimum of $1,000,000 in capital improvements and (ii) either creating 25 or more full-time jobs or increasing and maintaining payroll by at least $625,000 annually during the term of this agreement. The abatement will be granted according to the following sliding scale:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>% OF ADDED VALUE TO BE ABATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>100%</td>
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<tr>
<td>2</td>
<td>100%</td>
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<td>100%</td>
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<td>9</td>
<td>100%</td>
</tr>
<tr>
<td>10</td>
<td>100%</td>
</tr>
</tbody>
</table>

Company may substitute additional investment in capital improvements for job creation or payroll increase. Every additional $425,000 in capital improvements invested in the Reinvestment Zone may substitute for the creation of either 5 full-time jobs or an increase in payroll of $85,000, excluding payroll for principals of company.

Note: All jobs created must be full-time jobs located within the City limits of Kilgore, Texas and must be direct labor positions, not including principals of the company. Existing jobs within commuting distance of Kilgore will not be considered as newly created jobs.
ATTACHMENT "B"

PRIMARY EMPLOYER TAX ABATEMENT TERMS AND CONDITIONS

SECTION 1: CONDITIONS

a) All values used shall be established by Gregg County Appraisal District.

b) The current taxable base value of the property of the Company in the Zone is:

- Real Estate: $907,920.00
- Personal Property: $0. Total Base Value: $907,920.00*

* Gregg County Appraisal District values according to 2020 preliminary or certified valuation.

NOTE: Values will be confirmed by Gregg/Rusk Appraisal District prior to execution of Agreement.

c) The City of Kilgore hereby exempts from ad valorem real and personal property taxation for the term set forth, the value in the Zone in excess of the base value stated in Attachment "B" Section 1:b, in accordance with Tax Abatement Terms and Conditions, Attachment "B" Section 2: Schedule of Tax Abatement.

d) The term of the exemption will be for the period of time of 10 years, beginning January 1 of the year in which the Gregg County Appraisal District pronounces the improvements to be constructed on the Real Estate to be substantially completed or in which the City of Kilgore issues a Certificate of Occupancy for the improvements, whichever occurs first. After the term expires, the full value of the improvements shall be included on the tax roll and assessed appropriately, and this Agreement shall terminate.

e) The Company shall, within the Term of this Agreement, construct or cause to be constructed upon Company's property in the Zone certain improvements and/or repairs as set forth in Attachment "C" of this Agreement and/or purchase or cause to be purchased in tangible personal property including, but not limited to those set forth in Attachment "C" of this agreement. Such Attachment lists the kind, number and location of all proposed improvements and/or repairs to the property of Company in the Zone. Make, model and serial number of tangible personal property should be listed when known. However, it is the intent of the
City to abate taxes on all improvements and additions in excess of the Base Value, regardless of whether itemized on Schedule C.

f) The Company agrees to build improvements in accordance with all applicable laws, ordinances, codes, rules, requirements or regulations of the city and any subdivision, agency, or authority thereof, and prior to commencing shall secure all permits, licenses, and authorization required.

g) Upon completion and inspection by the City of the improvements specified in this Agreement, Company shall execute a Certificate of Compliance set out in Attachment "E" of this Agreement. A copy of this shall be sent to each taxing entity involved, the Company and to Gregg County Appraisal District.

h) Should Company fail to make the improvements and personal property purchases as provided in this Agreement, then all real and personal property tax revenue lost by the City of Kilgore from Company's property in the zone due to this Agreement shall be forthwith paid to the City of Kilgore by Company, and this agreement shall become void.

i) A map showing existing uses and conditions of Company's property within the Zone is attached as Attachment "F" and incorporated herein by reference.

j) A map showing proposed improvements and uses to Company's property within the Zone is attached as Attachment "G" and incorporated herein by reference.

k) The Company agrees to create or relocate 124 new full-time jobs in the Zone during the Term of this Agreement. Each new job created must be filled by an employee (or employees) who has (have) worked a minimum of 1820 hours during the year. However, if Company fails to create the agreed upon number of full-time jobs during the Term of this Agreement, but makes additional capital improvements over and above those listed in Attachment "C" attached hereto, it can receive credit as if it had created new jobs. The amount of credit allowed will be determined in Section 2 below.
SECTION 2: SCHEDULE OF PRIMARY EMPLOYER TAX ABATEMENT

The City agrees to abate ad valorem taxes on real and personal property improvements of qualified businesses in Industrial Reinvestment Zones as follows:

Schedule I

Tax abatement on improvements to real and personal property may be granted to qualified businesses in the Industrial Reinvestment Zone (i) investing a minimum of $1,000,000 in capital improvements and (ii) either creating 25 or more full-time jobs or increasing and maintaining payroll by at least $625,000 annually during the term of this agreement. The abatement will be granted according to the following sliding scale:

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<tr>
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Note: All jobs created must be full-time jobs located within the City limits of Kilgore, Texas and must be direct labor positions, not including principals of the company. Existing jobs within commuting distance of Kilgore will not be considered as newly created jobs.
ATTACHMENT “C”

List of proposed improvements and/or repairs to be made to the property by Company or tangible personal property to be purchased and located on the property.
<table>
<thead>
<tr>
<th>Type of Investment</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real Property Improvements</td>
<td></td>
<td>$ 33,000,000.00</td>
</tr>
<tr>
<td>Personal Property</td>
<td>Furniture/Fixtures/Equipment</td>
<td>$ 12,000,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 45,000,000.00</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT “D”

JOB CREATION FORM A
Prepared for the City of Kilgore by Camfil USA, Inc.

PERMANENT FULL TIME JOBS

1. Current total number of employees as of December 31, 20__:

2. Total employed on effective date of Primary Employer Tax Abatement:

3. Total number of qualifying jobs created as of December 31, 20__:
   (Difference between lines 1 and 2):

This form was completed by:

Printed Name: ____________________________________

Title: ____________________________________________

Signature: _______________________________________

Date: ___________________________________________
ATTACHMENT "E"

CERTIFICATE OF COMPLIANCE
WITH PRIMARY EMPLOYER TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF KILGORE AND CAMFIL USA, INC.
DATED____________.

IN CITY OF KILGORE REINVESTMENT ZONE NO. 5
CITY OF KILGORE, TEXAS
THE STATE OF TEXAS
COUNTY OF GREGG

Camfil USA, Inc. (the "Company") hereby certifies that:

(1) the real and/or personal property improvements on the property,
described or in the above referenced Agreement have been completed and that all
facilities and improvements have been constructed or acquired pursuant to said
Agreement.

(2) the jobs to be created for this year of the Agreement have been created and
maintained including the base jobs, (or) the additional payroll has been added to
the base payroll and maintained for this year of the Agreement.

(3) all ad valorem taxes have been paid to City and all other taxing entities.

(4) all other terms and conditions of this Agreement have been complied with.

Camfil USA, Inc. (the "Company") hereby certifies that:
The Company is /is not (circle one) in compliance with its tax abatement agreement.
Current total employment is: ___________ or current payroll is $ ________________.

Signed the __________ day of _____________________, 20___.

_________________________________________
(Signature of Company Representative)

_________________________________________
(Position/Title)
ATTACHMENT "F"

Map showing existing uses and conditions of Company's Real Property.

NOTE: Company's Real Property is Lot 13 on the attached Master Plan Exhibit, and is unimproved real estate.
Map showing proposed improvements and use of Company's property when improvements are completed.
Kilgore College  
Budget Amendment  
December 14, 2021

22-BA01 Utilize Reserves for AEC Renovation Costs

<table>
<thead>
<tr>
<th>Account #</th>
<th>Account Name</th>
<th>Previous Budget</th>
<th>Budget Change</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-100-60-166-6740</td>
<td>Renovations</td>
<td>-</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>10-100-00-000-5998</td>
<td>Use of Reserves</td>
<td>1,200,576</td>
<td>100,000</td>
<td>1,300,576</td>
</tr>
</tbody>
</table>

Description
The funds will allow for renovation costs at the AEC building to prepare the building for use to accommodate the relocated nursing programs.

Financial Impact
This will reduce the amount of reserves by $100,000.
KILGORE COLLEGE TASB POLICY CONVERSION
Summary of Policy for Proposed Adoption by the Kilgore College Board of Trustees

LEGAL policies summarize the law on a topic. LEGAL policies are compiled by TASB to provide the legal framework for key areas of college operations and are provided to the Board for foundational and background information only. These are not adopted by the Board.

LOCAL policies outline local Board mandates regarding governance issues. LOCAL policies are developed based on existing TASB model policies and may be customized to meet local needs. LOCAL policies are proposed for adoption by the board.

Procedures will be developed for implementation of policies, as appropriate, and do not require Board adoption. These will be provided for information only.

IN CONSIDERATION OF ADOPTION OF TASB LOCAL POLICY

Kilgore College Board of Trustees Policy and Personnel Committee Meeting Date:
November 17, 2021
Kilgore College Board of Trustees Meeting Date:
December 13, 2021

Proposed LOCAL Policy for Adoption:
Section: C BUSINESS AND SUPPORT SERVICES
Policy: CIB Equipment and Supplies Management – Disposal of Property

Summary of Policy:
The policy outlines mandatory procedures that Kilgore College must adhere to in order to dispose of College property.

Procedures:
- Provides authorization for the Kilgore College President or designee to declare any College property to be unnecessary.
- If the property to be disposed has monetary value, it must be disposed of for fair market value and in a manner expressly authorized by law.
- Kilgore College’s Administrative Rule for Disposal of Assets is attached.
- The Kilgore College Board of Trustees; upon recommendation of the College President, may approve an alternate method of disposal for less than fair market value. Attached is a form that the College will use when seeking Board approval for disposal of property at less than fair market value. This form outlines the criteria that the Board must ascertain are true/applicable.
- Property with no monetary value may be disposed according to the discretion of College administration.
- Property obtained via a federal grant program will be disposed of in accordance with federal regulations.
- Provides authorization for the Kilgore College Vice President of Administrative Services/CFO to dispose of third party abandoned and/or unclaimed property.
- Any dollars realized through the disposal of property at KC will be deposited in KC’s general fund.
Property Transfer
A state agency, including a college district or other institution of higher education or a university system, may transfer any personal property of the state in its possession to another state agency with or without reimbursement between the agencies.

When personal property in the possession of one state agency is transferred to the possession of another state agency, the transfer must be reported immediately to the comptroller by the transferor and the transferee on the forms prescribed.

Gov't Code 403.2715(e), .278

Sale or Transfer of Law Enforcement Vehicle
A political subdivision, including a college district, may not sell or transfer a marked patrol car or other law enforcement motor vehicle to the public unless the political subdivision first removes any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle, including any police light, siren, amber warning light, spotlight, grill light, antenna, emblem, outline of an emblem, or emergency vehicle equipment.

A political subdivision may not sell or transfer a marked patrol car or other political subdivision law enforcement motor vehicle to a security services contractor who is regulated by DPS and licensed under Occupations Code Chapter 1702 unless each emblem or insignia that identifies the vehicle as a law enforcement motor vehicle is removed before the sale or transfer.

Local Gov't Code 272.006

Disposal of Abandoned Personal Property
The governing board of each state institution of higher education, including each public junior college, is authorized to promulgate rules and regulations providing for the disposition of abandoned and unclaimed personal property coming into the possession of the campus security personnel where the personal property is not being held as evidence to be used in any pending criminal case. Education Code 51.213(a)
Property Transfer

A state agency, including a college district or other institution of higher education or a university system, may transfer any personal property of the state in its possession to another state agency with or without reimbursement between the agencies.

When personal property in the possession of one state agency is transferred to the possession of another state agency, the transfers must be reported immediately to the comptroller by the transferor and the transferee on the forms prescribed.

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Local Gov't Code 272.006

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Disposal of College District Property

The College President or designee is authorized to declare College District personal property, including materials, equipment, vehicles, and supplies, to be unnecessary.

If the unnecessary property has value, the College President or designee shall:

1. Dispose of the unnecessary property for fair market value;

2. Dispose of the unnecessary property through a method expressly authorized by law; or

3. Recommend to the Board for approval an alternative method of disposal for less than fair market value. Before approving the disposal of the unnecessary property for less than fair market value, the Board shall determine that the conveyance is not a gift of public funds by making the following findings:
   a. The predominant purpose of the alternative method of disposal is to accomplish a public purpose, not to benefit private parties;
   b. The Board shall retain sufficient control over the disposed items to ensure the public purpose is accomplished and to protect the public's investment; and
   c. The College District shall receive a return benefit.

If the unnecessary property has no value, the College President or designee may dispose of such property according to administrative discretion.

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

Disposal of Abandoned or Unclaimed Personal Property

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

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

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

3. Disposal procedures including donations to charity or student organizations, sales, and auctions.
Any monies realized from disposal of unclaimed or abandoned personal property shall be deposited in the College District's general fund.

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

Subject: Disposal of Assets
TASB Policy: CIB Equipment and Supplies Management – Disposal of Property
Effective Date: 12/13/2021

I. Purpose and Scope

II. Definitions
For the purposes of this Administrative Rule, the following definitions are used:

a. 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.

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

III. Procedures
a. When a department identifies College District personal property, including materials, equipment, vehicles and supplies that is either obsolete or no longer needed, the department will contact the Environmental, Safety, Construction & Facilities Manager (“Facilities Manager”) to request the removal of the property from the department.

b. 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 to have the property removed from the department and to the facilities warehouse where excess property is stored.

c. 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 Board policy (CIB).

d. Any fixed assets that are disposed by the Facilities Manager must be reported to the Business Office along with the associated sales price and date of disposition.

e. Any items with an asset tag that are disposed by the Facilities Manager must be reported to the Business Office with the date of disposition.
Kilgore College Board of Trustees

Justification of Approval of Disposal of Unnecessary Property for less than Fair Market Value

This form must be used when asking the Kilgore College Board of Trustees to approve an alternate method of disposal of unnecessary property for less than fair market value. The Board shall determine that the conveyance is not a gift of public funds by making the following findings:

A: The predominant purpose of the alternative method of disposal is to accomplish a public purpose, not to benefit private parties;

Justification:

B: The Board shall retain sufficient control over the disposed items to ensure the public purpose is accomplished and to protect the public's investment; and

Justification:

C: The College District shall receive a return benefit.

Justification:

Signature: ___________________________  Signature: ___________________________

Date: ___________________________  Date: ___________________________

Chair of Kilgore College Property and Facility Board Committee

Kilgore College Board of Trustees President

Effective 11/17/2021
KILGORE COLLEGE TASB POLICY CONVERSION
Summary of Policy for Proposed Adoption by the Kilgore College Board of Trustees

LEGAL policies summarize the law on a topic. LEGAL policies are compiled by TASB to provide the legal framework for key areas of college operations and are provided to the Board for foundational and background information only. These are not adopted by the Board.

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IN CONSIDERATION OF ADOPTION OF TASB LOCAL POLICY

Kilgore College Board of Trustees Policy and Personnel Committee Meeting Date:
November 17, 2021
Kilgore College Board of Trustees Meeting Date:
December 13, 2021

Proposed LOCAL Policy for Adoption:
Section: C BUSINESS AND SUPPORT SERVICES
Policy: CR TECHNOLOGY RESOURCES

Summary of Policy:
The policy outlines mandatory procedures that Kilgore College must adhere to in order to provide technology resources (i.e., electronic communication systems and electronic equipment) to its college community.

Procedures:
• Kilgore College (KC) provides access to its technology resources, including the internet, to students and employees primarily for instructional use and administrative purposes. Users are required to abide by KC regulations governing use of these technologies.
• Limited personal use of technology resources is allowed as long as that personal usage imposes no tangible cost, does not burden the College’s resources, and has no adverse effect on the employee’s job performance or the student’s academic performance.
• The public may also access KC’s technology resources (including the internet) as long as that access does not impose tangible costs to the organization or unduly burden KC’s technology resources.
• Public access is provided via “KC Guest”. Internet access is available in the Kilgore campus library, designated parking lots, and the Mike Millican Plaza.
• An Administrative Rule is attached outlining local requirements for the use of technology resources. All KC employees are required to read and sign the KC Information Resources User Agreement (attached) on an annual basis. This document is administered and tracked by the Human Resources Department.
• An Administrative Rule is attached outlining the acceptable use of drone technology at KC.
• An Administrative Rule is attached outlining the use of electronic and digital signatures.
• Susan Black, Library Director, is responsible for the records retention at the College. This purview includes electronic records (see CIA Local, Approved by Kilgore College Board of Trustees 9/13/2021)
• The Vice President of Student Services, Dr. Staci Martin, supervises Disability Access Services. The College employs Kurzweil 3000, a software platform that reads screen content to users.
Electronic Transactions

The Uniform Electronic Transactions Act (UETA), Business and Commerce Code Chapter 322, and 1 Administrative Code Chapter 203, Subchapter C apply to transactions between parties each of which has agreed to conduct transactions by electronic means.

Pursuant to Business and Commerce Code 322.017, the Department of Information Resources (DIR) and the Texas State Library and Archives Commission jointly formed the UETA Task Force to create rules and develop the Guidelines for the Management of Electronic Transactions and Signed Records. The Guidelines for the Management of Electronic Transactions and Signed Records are applicable to institutions of higher education that send and accept electronic records and electronic signatures to and from other persons and to other institutions of higher education and state agencies that otherwise create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures. These guidelines are available on the department's website.

*Business and Commerce Code 322.005(b); 1 TAC 203.40, .43–.45*

Electronic Signatures

An institution of higher education, including a college district, shall determine whether, and the extent to which, the institution will send and accept electronic or digital signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely on electronic or digital signatures. The institution may adopt rules and procedures governing the use of electronic or digital signatures.

To the extent of any conflict, this provision prevails over Business and Commerce Code Chapter 322, the UETA, and rules and guidelines adopted under that chapter.

*Education Code 51.9336*

Electronic Payments

An institution of higher education, including a college district, may make any payment through electronic funds transfer or by electronic pay card. *Education Code 51.012*

Application of Government Code Chapter 2054

Government Code Chapter 2054 does not apply to a public junior college or a public junior college district, except as necessary to comply with information security standards and for participation in shared technology services, including the electronic government project implemented under Subchapter I and statewide technology centers under Subchapter L. *Gov't Code 2054.0075*
Access to Electronic Communications

Electronic Communication Privacy Act

Except as otherwise provided in the Electronic Communication Privacy Act (ECPA), 18 U.S.C. 2510–22, a person commits an offense if the person:

1. Intentionally intercepts, endeavors to intercept, or procures any other person to intercept or endeavor to intercept any wire, oral, or electronic communication;

2. Intentionally uses, endeavors to use, or procures any other person to use or endeavor to use any electronic, mechanical, or other device to intercept any oral communication when:
   a. Such device is affixed to, or otherwise transmits a signal through, a wire, cable, or other like connection used in wire communication;
   b. Such device transmits communications by radio or interferes with the transmission of such communication;
   c. Such person knows, or has reason to know, that such device or any component thereof has been sent through the mail or transported in interstate or foreign commerce;
   d. Such use or endeavor to use takes place on the premises of any business or other commercial establishment the operations of which affect interstate or foreign commerce; or obtains or is for the purpose of obtaining information relating to the operations of any business or other commercial establishment the operations of which affect interstate or foreign commerce;
   e. Such person acts in the District of Columbia, the Commonwealth of Puerto Rico, or any territory or possession of the United States.

3. Intentionally discloses, or endeavors to disclose, to any other person the contents of any wire, oral, or electronic communication, knowing or having reason to know that the information was obtained through the prohibited interception of a wire, oral, or electronic communication;

4. Intentionally uses, or endeavors to use, the contents of any wire, oral, or electronic communication, knowing or having reason to know that the information was obtained through the prohibited interception of a wire, oral, or electronic communication; or

5. Intentionally discloses, or endeavors to disclose, to any other person the contents of any wire, oral, or electronic communication, intercepted by means authorized by 18 U.S.C. 2511(2)(a)(ii), 2511(2)(b)–(c), 2511(2)(e), 2516, and 2518; knowing or having reason to know that the information was
obtained through the interception of such a communication in connection with a criminal investigation; having obtained or received the information in connection with a criminal investigation; and with intent to improperly obstruct, impede, or interfere with a duly authorized criminal investigation.

It shall not be unlawful for a person not acting under color of law to intercept a wire, oral, or electronic communication where such person is a party to the communication or where one of the parties to the communication has given prior consent to such interception unless such communication is intercepted for the purpose of committing any criminal or tortious act in violation of the U.S. Constitution or laws of the United States or of any state.

18 U.S.C. 2511(1), (2)(d)

Stored Wire and Electronic Communications and Transactional Records Access Act

A college district must comply with the Stored Wire and Electronic Communications and Transactional Records Access Act, 18 U.S.C. 2701–12.

Whoever intentionally accesses without authorization a facility through which an electronic communication service is provided or intentionally exceeds an authorization to access that facility and thereby obtains, alters, or prevents authorized access to a wire or electronic communication while it is in electronic storage in such system commits an offense. 18 U.S.C. 2701(a)

Exceptions

This section does not apply with respect to conduct authorized:

1. By the person or entity providing a wire or electronic communications service;

2. By a user of that service with respect to a communication of or intended for that user, or


18 U.S.C. 2701(c)

Definitions

Electronic Communication

"Electronic communication" means any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic, or photooptical system that affects interstate or foreign commerce. 18 U.S.C. 2510(12)

Electronic Storage

"Electronic storage" means:

1. Any temporary, intermediate storage of a wire or electronic communication incidental to the electronic transmission thereof; and
2. Any storage of such communication by an electronic communication service for purposes of backup protection of such communication.

18 U.S.C. 2510(17)

The term encompasses only the information that has been stored by an electronic communication service provider. Information that an individual stores to the individual’s hard drive or cell phone is not in electronic storage under the statute. Garcia v. City of Laredo, 702 F.3d 788 (5th Cir. 2012)

**Electronic Communications System**

“Electronic communications system” means any wire, radio, electromagnetic, photooptical, or photoelectronic facilities for the transmission of wire or electronic communications and any computer facilities or related electronic equipment for the electronic storage of such communications. 18 U.S.C. 2510(14)

**Electronic Communications Service**

“Electronic communication service” means any service that provides to users thereof the ability to send or receive wire or electronic communications. 18 U.S.C. 2510(15)

**Facility**

“Facility” includes servers operated by electronic communication service providers for the purpose of storing and maintaining electronic storage. The term does not include technology, such as cell phones and computers, that enables the use of an electronic communication service. Garcia v. City of Laredo, 702 F.3d 788 (5th Cir. 2012)

**Drones**

**Federal Law**

“Small unmanned aircraft” means an unmanned aircraft weighing less than 55 pounds on takeoff, including everything that is on board or otherwise attached to the aircraft.

**Small Unmanned Aircraft System**

“Small unmanned aircraft system” (small UAS) means a small unmanned aircraft and its associated elements (including communication links and the components that control the small unmanned aircraft) that are required for the safe and efficient operation of the small unmanned aircraft in the national airspace system.

C.F.R. Title 14, Part 107 applies to the registration, airman certification, and operation of civil small UASs within the United States. Part 107 does not apply to the following:

1. Air carrier operations;
2. Any aircraft subject to the provisions of 49 U.S.C. 44809;
3. Any operation that the holder of an exemption under Section 333 of Public Law 112–95 or 49 U.S.C. 44807 elects to conduct pursuant to the exemption, unless otherwise specified in the exemption; or
4. Any operation that a person elects to conduct under 14 C.F.R. Part 91 with a small unmanned aircraft system that has been issued an airworthiness certificate.

14 C.F.R. 107.1, 3

Except as provided in 49 U.S.C. 44809(e), and notwithstanding 49 U.S.C. Chapter 447, a person may operate a small unmanned aircraft without specific certification or operating authority from the Federal Aviation Administration (FAA) if the operation adheres to all of the following limitations:

1. The aircraft is flown strictly for recreational purposes.

2. The aircraft is operated in accordance with or within the programming of a community-based organization's set of safety guidelines that are developed in coordination with the FAA.

3. The aircraft is flown within the visual line of sight of the person operating the aircraft or a visual observer co-located and in direct communication with the operator.

4. The aircraft is operated in a manner that does not interfere with and gives way to any manned aircraft.

5. In Class B, Class C, or Class D airspace or within the lateral boundaries of the surface area of Class E airspace designated for an airport, the operator obtains prior authorization from the FAA administrator or designee before operating and complies with all airspace restrictions and prohibitions.

6. In Class G airspace, the aircraft is flown from the surface to not more than 400 feet above ground level and complies with all airspace restrictions and prohibitions.

7. The operator has passed an aeronautical knowledge and safety test described in 49 U.S.C. 44809(g) and maintains proof of test passage to be made available to the FAA administrator or law enforcement upon request.

8. The aircraft is registered and marked in accordance with 49 U.S.C. Chapter 441, and proof of registration is made available to the FAA administrator or a designee of the FAA administrator or law enforcement upon request.

49 U.S.C. 44809(a)

For the purposes of 49 U.S.C. 44809 a "recreational purpose" as distinguished in 49 U.S.C. 44809(a)(1) shall include an unmanned aircraft system operated by an institution of higher education for educational or research purposes.
The term "educational or research purposes", with respect to the operation of an unmanned aircraft system by an institution of higher education, includes:

1. Instruction of students at the institution;
2. Academic- or research-related uses of unmanned aircraft systems that have been approved by the institution, including federal research;
3. Activities undertaken by the institution as part of research projects, including research projects sponsored by the federal government; and
4. Other academic activities approved by the institution.


A political subdivision, including a college district, may not adopt or enforce any ordinance, order, or other similar measure regarding the operation of an unmanned aircraft. An ordinance, order, or other similar measure that violates this provision is void and unenforceable. Gov't Code 423.009(b), (d)

A political subdivision may adopt and enforce an ordinance, order, or other similar measure regarding:

1. The use of an unmanned aircraft during a special event;
2. The political subdivision's use of an unmanned aircraft; or
3. The use of an unmanned aircraft near a facility or infrastructure owned by the political subdivision, if the political subdivision:
   a. Applies for and receives authorization from the Federal Aviation Administration to adopt the regulation; and
   b. After providing reasonable notice on the political subdivision's intent to apply for the authorization.

"Special event" means a festival, celebration, or other gathering that involves the reservation and temporary use of all or a portion of a public park, road, or other property of a political subdivision; and entertainment, the sale of merchandise, food, or beverages, or mass participation in a sports event; and requires a significant use or coordination of a political subdivision's services.

Gov't Code 423.009(a)(2), (c)
Privacy Law

It is lawful to capture an image using an unmanned aircraft in this state for the reasons listed in Government Code 423.002, including:

1. For the purpose of professional or scholarly research and development or for another academic purpose by a person acting on behalf of an institution of higher education or a private or independent institution of higher education, as those terms are defined by Education Code 61.003, including a person who:
   a. Is a professor, employee, or student of the institution; or
   b. Is under contract with or otherwise acting under the direction or on behalf of the institution;

2. With the consent of the individual who owns or lawfully occupies the real property captured in the image; or

3. From a height no more than eight feet above ground level in a public place, if the image was captured without using any electronic, mechanical, or other means to amplify the image beyond normal human perception.

Govt Code 423.002(a)
Note: For Board member use of College District technology resources, see BBI.

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

Availability of Access

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

Limited Personal Use

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

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

Use by Members of the Public

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

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

Acceptable Use

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

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

Monitored Use

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

**Disclaimer of Liability**

The College District shall not be liable for users' inappropriate use of the College District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The College District shall not be responsible for ensuring the availability of the College District's technology resources or the accuracy, appropriateness, or usability of any information found on the Internet.

**Record Retention**

A College District employee shall retain electronic records, whether created or maintained using the College District's technology resources or using personal technology resources, in accordance with the College District's record management program. [See CIA]

**Access by Individuals with Disabilities**

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

**Drones**

The flying of drones over or from sites on College District property or as part of the College District's academic or research program is permitted only in accordance with law and College District regulations.
I. Purpose and Scope
   The Rule establishes the acceptable use of College’s information technology resources. Kilgore College provides information technology resources to employees and students to support the College’s mission. Access to Kilgore College’s (KC) information technology resources is a privilege, not a right.

II. Definitions
A. Information technology resources are defined as any and all computer and peripheral devices capable of receiving, storing, managing, or transmitting electronic data, the wired and wireless networks that connect these devices, and the information stored on those devices.

B. A user is defined as an individual or an automated application process that is authorized to access Kilgore College Information Technology Resources.

III. Procedures
A. All wireless access points/routers accessing Kilgore College’s network must be owned or approved, in writing, by Kilgore College.

B. Users must not share their Kilgore College account(s), passwords, personal identification numbers (PIN), security tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes.

C. Users must report any weaknesses in College computer security and any incidents of possible misuse or violation of this policy and its procedures to the appropriate supervisor.

D. Users must not download, install, or run security programs or utilities that reveal or exploit weaknesses in the security of a system. For example, College users must not run password cracking programs, packet sniffers, port scanners, or any other non-approved programs on College information technology resources.

E. Users must not attempt to access any data or programs contained on College information technology resources for which they do not have authorization or explicit consent.

F. Users must not make, acquire, or use unauthorized copies of copyrighted software on Kilgore College information technology resources.

G. Users must remove disruptive software, shareware, or freeware installed on College information technology resources when requested by appropriate management personnel.
H. Users must not purposefully engage in any activity that may do any of the following: harass, threaten, or abuse others; degrade the performance of information technology resources including downloading large files from the Internet that are unrelated to the academic or administrative functions of Kilgore College; deprive an authorized Kilgore College user access to a Kilgore College resource; obtain extra resources beyond those allocated; or circumvent Kilgore College computer security measures.

I. Users must not intentionally access, create, store or transmit material which Kilgore College may deem to be offensive, indecent, or obscene (other than in the course of academic research where this aspect of the research has the explicit written approval of the Kilgore College vice president of instruction).

J. Kilgore College information technology resources must not be used for personal business or benefit.

K. Kilgore College owned software will not be installed on personally owned equipment.

L. Users must not otherwise engage in acts against the aims and purposes of Kilgore College as specified in its governing documents or in rules, regulations, and procedures adopted from time to time.

M. As a convenience to the Kilgore College user community, incidental personal use of information technology resources is permitted. The following restrictions apply:
   1) Incidental personal use of electronic mail, Internet access, fax machines, printers, copiers, and so on, is restricted to Kilgore College approved users; it does not extend to family members or other acquaintances.
   2) Incidental personal use must not result in any direct costs to Kilgore College.
   3) Incidental personal use must not interfere with the normal performance of an employee’s work duties.
   4) No files or documents may be sent or received that may cause legal action against, or embarrassment to, Kilgore College.

N. Storage of personal email messages, voice messages, files, and documents within Kilgore College’s information technology resources must be nominal. Violation of this policy may result in disciplinary action which may include termination for employees; a termination of employment relations in the case of contractors or consultants; dismissal for interns and volunteers; or suspension or expulsion in the case of a student. Additionally, individuals are subject to loss of Kilgore College information technology resources access privileges, as well as, civil, and criminal prosecution.

O. Electronic files created, sent, received, or stored on information technology resources owned, leased, administered, or otherwise under the custody and control of Kilgore College are the property of Kilgore College unless a written agreement exists otherwise. All messages, files and documents – including personal messages, files and documents – located on Kilgore College information technology resources are owned by Kilgore College, may be subject to open records requests, and may be accessed by the Director of Information Technology in accordance with this policy.
P. All users are required to acknowledge receipt and understanding of all administrative regulations governing use of KC's information technology resources and will agree in writing to allow monitoring of their use and to comply with such regulations and guidelines annually. This agreement, "Kilgore College Information Resources User Agreement" (attached) must be completed on an annual basis and is administered and tracked by the Human Resources Department. Noncompliance will result in suspension of access or termination of privileges and other disciplinary action consistent with KC policies. Violations of law may result in criminal prosecution as well as disciplinary action by KC.
KILGORE COLLEGE INFORMATION RESOURCES USER AGREEMENT

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY AND COMPLETELY BEFORE SIGNING

This Agreement applies to all employees of Kilgore College (hereafter referred to as “College or the College”) who handle confidential and sensitive information, including financial, personnel, or student data and pertains to all college-owned or controlled Information Resources. The purpose of this Agreement is to inform you of your principal obligations concerning the use of College Information Resources, and to document your Agreement to abide by these obligations.

"Information Resources" has its meaning defined in Texas Government Code § 2054.003(7): “…the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.” Additionally, data impacted by the aforementioned is included as Information Resources.

Under Texas Administrative Code §202.22(3), the user of an information resource has the responsibility to:

(A) use the resource only for the purpose specified by the college;

(B) comply with information security controls and college policies to prevent unauthorized or accidental disclosure, modification, or destruction; and

(C) formally acknowledge that they will comply with the security policies and procedures in a method determined by the Kilgore College Board of Trustees or the Board’s designated representative (College president).

CONFIDENTIAL AND SENSITIVE INFORMATION

As an employee of Kilgore College, you may have access to confidential or sensitive information through use of College Information Resources or through your associated activities with College information systems. Confidential and sensitive information includes identifying information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by College policy, or is defined as “Student Education Records” under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99); “Personal Identifying Information” under Texas Business and Commerce Code §521.002(a)(1); or “Sensitive Personal Information” as defined by Texas Business and Commerce Code §521.002(a)(2).

As a user of Kilgore College’s systems, you are required to conform to applicable laws and College policies governing confidential and sensitive information.

Your principal obligations in this area are outlined below. You are required to read and to abide by these obligations.

I UNDERSTAND THAT:

• In the course of my job, I may have access to confidential and sensitive information related to:
  o Students, customers, employees, users, contractors, and volunteers (e.g., records, conversations, applications, financial information). This may include any information by which the identity of a person can be determined, either directly OR indirectly.
  o College functions (e.g., information protected by the attorney-client and attorney work product privilege, financial information, employment records, contracts, federal tax information, internal reports, memos and communications.).
  o Third parties (e.g., vendor information, customer information, contracts).

I AGREE THAT:

• I will, at all times, safeguard and retain the confidentiality, integrity and availability of confidential and sensitive information.
• I will only access confidential and sensitive information for business needs.
• I will not in any way divulge, copy, release, sell, loan, review, alter, or destroy any confidential or sensitive information except as authorized.
• I will not misuse or carelessly handle confidential and sensitive information.
• I will encrypt confidential and sensitive information when appropriate, including when emailing such information outside the agency and when storing such information on portable electronic devices and portable storage devices.
• I will safeguard and will not disclose my password or other authorization I have that allows me to access confidential and sensitive information, except as permitted by law.
• I will report activities by any other individual or entity that I suspect may compromise the confidentiality, integrity or availability of confidential and sensitive information.
• My privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.
• I have no right or ownership interest in any confidential or sensitive information referred to in this Agreement. The College may revoke my access to confidential and sensitive information at any time and without notice.

AUTHORIZED USE – I AGREE THAT:
• I will use Information Resources only for official College-approved business.
• I will not use Information Resources for personal reasons unless there are specific limited use exceptions permitted by College policy.
• I have no right to expect privacy in my use of College Information Resources or in the content of my communications sent or stored in College Information Resources. All user activity is subject to monitoring, logging, and review.

PERSONAL SECURITY IDENTIFICATION CODES (USER ID’S AND PASSWORDS) - I AGREE THAT:
• I will receive and will be required to use a personal security identification code (user ID and password) to gain access to and to use Information Resources.
• My user ID and password are security measures that must be used only by me and I will not disclose my password to anyone.
• I will be held personally responsible for any transactions initiated, actions taken, or for any harm, loss, or adverse consequences arising from the use of my user ID and password, including any unauthorized use by a third party if such party gains access to my user ID and password due to my misconduct or failure to abide by College policy.

SOFTWARE - I AGREE THAT:
• I will only install or use software on College computers that has been properly licensed and approved for my use in accordance with College policies and procedures.
• If installing or authorizing the installation of software on College computers, I will be responsible for ensuring that such software is only used in a manner that complies with the terms of the applicable software license agreement and all applicable College policies and procedures.

ACCESS TO DATA - I AGREE THAT:
• Proper authorization is required for access to all data owned by the College, except data that has been authorized by the College for public access.
• I will not attempt to access or alter any data that I am not authorized to access in the performance of my job duties.
• I will not use College Information Resources to review, alter, or otherwise act to obtain access to information about myself, or any relative, friend, or business associate outside of the scope of legitimate College business activities.
• I will use appropriate measures to prevent others from obtaining access to College data, such as securing my workstation either by logging off or using a password-protected screen saver.
• Before leaving a workstation with access to files containing confidential or sensitive information, I will log-off or activate a password-protected screen saver.

• If I receive a request for the release of College information or data, I will follow College policies and procedures for the release of information.

SECURITY OF EQUIPMENT - I AGREE THAT:

• I will not remove Information Resources from College property without proper prior authorization and approval of supervisor with appropriate authority. I understand that College-owned laptops may be removed from College property without express permission only for legitimate business activity. I will exhibit due care in protecting any laptop issued to me from theft and unauthorized access.

• I will immediately report all security incidents, including the loss or theft of any Information Resources or data, to the appropriate College administrator and to the Kilgore College Police Department.

I AGREE THAT:

• I am required to be aware of, read, and comply with the information in the College Information Resources Policy found at https://www.kilgore.edu/about/human-resources/policy-and-procedures#it-resources

• I must comply with the policies concerning Information Resources set out in the Board Policies and Procedures Manual, as well as any changes to those policies.

• I must comply with the information security policies, standards, and guidelines of the College, including any changes to those policies, standards, and guidelines.

• My failure to comply with this Agreement may result in loss of access privileges to College Information Resources or other disciplinary action up to and including termination for employees; termination or alteration of employment relations in the case of part-time/student workers, contractors, or consultants; or dismissal for interns and volunteers. Additionally, individuals could also be subject to additional civil liability, and/or criminal charges.

Signed: ____________________________

Print Name: ____________________________

Date: ____________________________

Please sign, date, and return to the Human Resources Department
I. Purpose and Scope
The Rule establishes the strict parameters regarding the use of an Unmanned Aerial Vehicle (UAV)/Drone in airspace above college-owned property.

II. Definitions
A. "UAV/Drone" refers to the Federal Aviation Administration (FAA) general classification of "model aircraft" weighing less than 55 pounds that is flown by an "operator" who has been approved to do so by Kilgore College. UAV/Drone, for the purposes of this Rule includes the aircraft and all of its associated support equipment; the control station; data links, telemetry, communications and navigation equipment, etc. necessary to operate the UAV/Drone.

B. A "model aircraft" is any of a classification of UAV/Drone that is flown for recreational purposes according to the Federal Aviation Administration (FAA)'s Model Aircraft Operations guidelines, including FAA Registration (The FAA, H.R. 2810 requires all UAV/Drone users to register each that is purchased weighing between 0.55lbs to 55lbs). "Nano or Pocket UAV/Drone" (weight less than 10 grams) classification has not been specifically addressed by the FAA; however, due to the potential of a small UAV/Drone of this classification type, Nano * or Pocket UAV/Drone use is prohibited.

*Any UAV/Drone with specified weight and includes all Drones that may be flown, mounted in a fixed position, mobile-capable "crawler" type, etc.

C. "Operator" refers to an individual who possesses a certification for FAA Small Unmanned Aircraft Regulations (Part 107) and has been approved by Kilgore College to operate a model aircraft classified UAV/Drone in airspace above college-owned property.

III. Procedures
A. Due to federal and state restrictions limiting the purpose and use of UAVs/Drones, any person wishing to operate any UAV/Drone in airspace above college-owned property must first obtain College approval.

1. All requestors must submit their requests no less than five (5) business days before the proposed use of the UAV/Drone.

2. At the time of filing a request, a requestor (who is also the operator) must provide evidence of their possession of an earned certification of the FAA Code of Federal Regulations (CFR), Title 14, Chapter I, Subchapter F, Part 107 "SMALL UNMANNED AIRCRAFT SYSTEMS." This procedure does not apply to KC approved UAV/Drone operators.
3. Approval to operate a UAV/Drone in airspace above college-owned property is limited in scope as outlined by Kilgore College in its [UAV/Drone Application and Operator Agreement].

B. If a request for use of a UAV/Drone is approved, the operator must strictly abide by the following:

1. During the approved operation of a UAV/Drone for purposes of recording or transmitting visual images, operators accept responsibility to avoid violations of access to College-owned areas considered private and shall be personally liable for any civil or criminal charges/penalties related to the use of the UAV/Drone (See Texas Government Code Chapter 423 - Use of Unmanned Aircraft for potential offenses and associated fines. Violations range from a Class C misdemeanor to penalties upwards of $10,000 for a single civil violation).

2. Authorized UAV/Drone operators will receive an approval form from Kilgore College and must visibly display the approval form when operating a UAV/Drone on campus.

IV. Prohibitions

A. The UAV/Drone shall not be used to monitor or record areas where there is a reasonable expectation of privacy in accordance with the law and accepted social norms. These areas include, but are not limited to, restrooms, locker rooms, individual residential rooms, residential hallways or lounges, changing or dressing rooms, health treatment rooms, or other areas as determined by Kilgore College administration.

B. The UAV/Drone shall not be used to monitor or record confidential, sensitive, or personal information, which may be found, for example, on an individual's workspace, on computers, or on other electronic displays.

C. The UAV/Drone shall not be weaponized, carry flammable materials or explosives, or used in a manner that purposefully compromises the safety and security of individuals and/or property.

D. Nano */!Pocket UAV/Drone use is prohibited at Kilgore College.

* Any UAV/Drone with specified weight and includes all Drones that may be flown, mounted in a fixed position, mobile-capable "crawler" type, etc.
ANY PERSON WHO IS NOT AN EMPLOYEE OF KILGORE COLLEGE MUST COMPLETE THIS FORM REQUESTING PERMISSION TO CONDUCT FLIGHT OPERATIONS OF AN UNMANNED AERIAL SYSTEM (UAS) IN AIRSPACE ABOVE KILGORE COLLEGE PROPERTY.

This form must be completed and submitted to kc@kilgore.edu for review no less than ten (10) business days prior to the proposed flight of an UAS above Kilgore College property. The requestor (UAS Operator) will receive a response within five (5) business days of receipt. IF APPROVAL OF THIS APPLICATION IS GIVEN, THE OPERATOR IS REQUIRED TO COMPLETE AND SUBMIT AN OPERATOR AGREEMENT AT LEAST TWO (2) BUSINESS DAYS PRIOR TO SCHEDULED UAS FLIGHT.

SECTION 1: REQUESTOR (OPERATOR) INFORMATION

Name: First ___________________ M.I. ___________________ Last ___________________
Affiliation: Kilgore College* ☐ Non-KC/Third Party ☐
*Kilgore College Department/Organization: __________________________
Contact Phone #: ____________________________ Email: __________________________

SECTION 2: PURPOSE OF UAS REQUEST/PROPOSED ACTIVITY

Please provide the full details of flight purpose (i.e., education, research, promotion, etc.). Depending upon your described UAS use and activities, other Kilgore College departments or officials may be required to consider approval of this application. Kilgore College’s Marketing and Public Relations Department must approve any request for intended videography, photography or recording during flight operations.

Flight Location(s): ____________________________ Event: ____________________________
Flight Date(s): ____________________________ Time(s): ____________________________

Description of flight: ____________________________

Effective 01/2022
Kilgore College
Police Department
Unmanned Aerial Systems (UAS)
Application/Approval Request Form

SECTION 3: UAS IDENTIFICATION AND FLIGHT DESCRIPTION

Type/Model: ____________________________________________

Weight/Dimensions: ____________________________________ Power Source Serial #: ____________________________

Previous Request Approved: YES ☐ /Approval Date: ___________ NO ☐ /Denial Date ___________

UAS Registered with FAA: YES ☐ /Registration #: ____________________________________________________________

Photographs, Video, or Recording during flight(s)?* YES ☐ NO ☐

UAS Equipped with Geo-Fencing? YES ☐ NO ☐

Operator (Pilot in Command – PIC) possesses a Certificate of Authorization (COA) and Liability Insurance?** YES ☐ NO ☐

Certificate of Insurance and/or COA Attached? YES ☐ NO ☐

*If answering "YES," the Kilgore College Marketing and Public Relations Department must consider request.
**Pilots in Command (PIC) must have full control for all UAS flight operations and must have an FAA remote pilot certificate, FAA Small Unmanned Aircraft Regulations (Part 107), or an FAA Airmen Certificate and/or Rating Application with a current FAA third-class airmen medical certificate, or a valid U.S. driver's license issued by a state, the District of Columbia, Puerto Rico, a territory, or a possession of the Federal government. UAS Operators are required to show proof of insurance in the form of a Certificate of Insurance (COI).

Applicant Signature: ____________________________________________ Date: ____________________________

FOR OFFICE USE ONLY:

SECTION 4:

APPROVED BY KILGORE COLLEGE POLICE DEPARTMENT? YES ☐ NO ☐

IF APPLICABLE, APPROVAL BY KILGORE COLLEGE PUBLIC RELATIONS DEPARTMENT FOR PHOTOGRAPHS, VIDEO, OR OTHER RECORDING? YES ☐ NO ☐

Comments or operational requirements are indicated below and must be observed. If application is not approved, the decision summary is outlined below.

DATE(S) APPROVAL IS VALID:

Approver Signature: ____________________________________________ Date: ____________________________

Following approval of my application to operate an UAS in airspace above Kilgore College property, I have signed and submitted a copy of Kilgore College's Operator Agreement to kcpd@kilgore.edu for Unmanned Aerial Systems (UAS) with all additionally required documents. I was provided a copy of the Agreement for my records.

Operator Signature: ____________________________ Date: ____________________________

Effective 01/2022
Kilgore College
Unmanned Aerial Systems (UAS)
Operator Agreement

This Unmanned Aircraft Systems/Drone Operator Agreement ("Agreement") is made effective as of ____________ (the "Effective Date") by and between ____________________________
Kilgore College ("Owner"), and ____________________________
("Operator").

Whereas, Operator has been approved by the Owner to engage in controlled and limited flight of UAV in airspace above Owner property;

Therefore, in acceptance of the conditions contained herein, the parties agree as follows:

1. NATURE AND TERM OF AGREEMENT.

   a. It is incumbent upon Operator to ensure the identified UAS/Drone can be flown safely and in accordance with applicable law. If the planned and agreed upon flight cannot be so performed, Operator must notify Owner as soon as practical to inform Owner.

   b. Operator will only fly UAS/Drone on the date/s agreed to and within the established time and airspace limitations.

2. TERM AND TERMINATION

   a. Term. This Agreement shall commence on the Effective Date and, unless terminated pursuant to this section, shall terminate at the expiration of Completion Date;

3. INDEMNITIES; LIMITATION OF LIABILITY

   a. DEFENSE AND INDEMNITY. Operator shall indemnify, defend, and hold harmless Owner and its affiliates from and against any and all claims, demands, complaints, or actions ("claims") of third parties (including employees of the parties or government agencies) arising from or relating to the Operator's operation of flight of UAS/Drone in airspace above property owned by Kilgore College to the extent caused or arising out of the willful misconduct, breach of this agreement, or violation of law of or by the Operator. The claims covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorney's fees, fines, penalties, and other litigation costs and expenses arising from or related to such claims.

4. COMPLIANCE WITH APPLICABLE LAW

   a. All the provisions of this Agreement shall be expressly subject to all applicable laws, orders, rules, and regulations of any governmental body or agency having jurisdiction over the operations of the Operator in capacity of operation of UAS/Drone described in the Agreement.

5. AIRCRAFT OPERATION

   a. No guidelines or requirements specified in this Agreement are to be construed as authority to operate UAS/Drone or conduct operations in other than strict compliance with the regulations of the country in which an UAS/Drone is registered or operated.

Effective 01/2022
b. The Operator holds a valid Exemption, Operating Certificate, or other necessary authorizations issued by the Federal Aviation Administration (FAA) required to conduct specific flight operations.

c. The Operator will notify Owner in the event that the FAA or other regulatory body with jurisdiction over it takes any action against the Operator's Exemption, Operating Certificate, or other authority to operate UAS/Drone.

d. It is the sole obligation of the operator to report any accidents, incidents, or other reportable mishaps to the Police Department of Kilgore College and appropriate governmental agency, including but not limited to the FAA and National Transportation Safety Board (NTSB).

6. DRUG AND ALCOHOL POLICY:

a. Operator agrees and warrants that no person necessary for the safe operation of UAS/Drone perform any relevant action related to the flight of UAS/Drone when affected by or under the influence of alcohol or drugs, nor any substance that adversely affects the person's ability to perform required duties associated with the safe flight of UAS/Drone.

Applicant Signature: ___________________________________________ Date: ______________

Approve Signature: ___________________________________________ Date: ______________

Effective 01/2022
Administrative Rule

Subject: Electronic Signature
TASB Policy: CR TECHNOLOGY RESOURCES
Effective Date: December 13, 2021

I. Purpose and Scope
This Rule establishes when an electronic signature may replace a written signature and governs all use for the internal processing of official business of the College. Such business shall include, but not be limited to general electronic communications and other official purposes.

II. Definitions
A. "Electronic" relates to technology with electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

B. An "electronic signature" is an electronic representation adopted and executed by a person with the intent to sign an "electronic record."

C. An electronic signature "method" is a process approved by the College President whereby an employee formally verifies their identity using a "certificate" in order to be issued a "Public-key" encryption code that serves to prohibits unauthorized access to "electronic records."

D. An "electronic record" is an official document created, generated, sent, communicated, received and retrieved, or stored by electronic means in perceivable form upon which a person affixes an electronic signature.

E. An "electronic transaction" is an official transaction conducted or performed, in whole or in part, by electronic means and is completed using electronic records.

F. A "Public-key" infrastructure (PKI) is a form of information encryption that uses certificates to prevent individuals from impersonating those who are authorized to electronically sign an official College document.

III. Procedures
A. An approved electronic signature method is one that has been approved by the College President or designee in accordance with College policy and all applicable state and federal laws, and which specifies the form of the electronic signature, the systems and procedures in accordance with the electronic signature, and the significance of the use of the signature.

B. A college employee whose position relegates authority for consideration of administrative processes files a "certificate." A certificate provides generally recognized proof of a person's identity.
KILGORE COLLEGE TASB POLICY CONVERSION

Summary of Policy for Proposed Adoption by the Kilgore College Board of Trustees

LEGAL policies summarize the law on a topic. LEGAL policies are compiled by TASB to provide the legal framework for key areas of college operations and are provided to the Board for foundational and background information only. These are not adopted by the Board.

LOCAL policies outline local Board mandates regarding governance issues. LOCAL policies are developed based on existing TASB model policies and may be customized to meet local needs. LOCAL policies are proposed for adoption by the board.

Procedures will be developed for implementation of policies, as appropriate, and do not require Board adoption. These will be provided for information only.

IN CONSIDERATION OF ADOPTION OF TASB LOCAL POLICY

Kilgore College Board of Trustees Policy and Personnel Committee Meeting Date:
November 17, 2021
Kilgore College Board of Trustees Meeting Date:
December 13, 2021

Proposed LOCAL Policy for Adoption:
Section: C  BUSINESS AND SUPPORT SERVICES
Policy: CS  INFORMATION SECURITY

Summary of Local Policy:
The policy outlines mandatory procedures that the College must implement and follow in order to ensure compliance with state law.

Procedures:

- John Colville is Kilgore College’s designated Information Security Officer (ISO). The Department of Information Resources (DIR) has received notification of this appointment.
- The College attorney, Leigh Porter, is Kilgore College’s designated external/independent appointee for review of the College’s Information Security Plan (ISP) for determination that the ISP is in compliance with the mandatory security controls defined by DIR and state law. John Colville is responsible for ensuring this biennial review is completed.
- KC’s Information Security Plan is attached and it documents the dates for annual review.
- KC’s Administrative Rule for Information Security is attached.
- KC’s Administrative Rule covering Data Security for Online and Mobil Applications is attached.
- KC’s response to discovering or receiving notification of a breach of system security is outlined in the ISP.
- John Colville submits monthly summary reports of security incidents to DIR through an online portal.
- The Vice President of Administrative Services/CFO is responsible for ensuring that KC’s Procurement Services officer includes vendor requirements, in all contracts, to disclose information security incidents to the KC ISO.
The head of each state institution of higher education is ultimately responsible for the security of state information resources. The head of each state institution of higher education or his or her designated representative(s), shall:

1. Designate an Information Security Officer (ISO) who has the explicit authority and the duty to administer the information security requirements of this chapter institution wide;

2. Allocate resources for ongoing information security remediation, implementation, and compliance activities that reduce risk to a level acceptable to the institution head;

3. Ensure that senior institution of higher education officials and information-owners, in collaboration with the information resources manager and information security officer, support the provision of information security for the information systems that support the operations and assets under their direct or indirect (e.g., cloud computing or outsourced) control;

4. Ensure that the institution of higher education has trained personnel to assist the institution of higher education in complying with the requirements of this chapter and related policies;

5. Ensure that senior institution of higher education officials support the institution of higher education's ISO in developing, at least annually, a report on the institution of higher education's information security program, as specified in 1 Administrative Code 202.71(b)(11) and 202.73(a);

6. Approve high level risk management decisions as required by 1 Administrative Code 202.75(4);

7. Review and approve at least annually the institution of higher education's information security program required under 1 Administrative Code 202.74; and

8. Ensure that information security management processes are part of the institution of higher education's strategic planning and operational processes.

1 TAC 202.70

Each institution of higher education shall have a designated ISO and shall provide that its ISO reports to executive level management, has authority for information security for the entire institution, possesses training and experience required to administer the functions described under 1 Administrative Code Chapter 202, and whenever possible, has information security duties as that official’s primary duty.
The ISO shall be responsible for:

1. Developing and maintaining an institution-wide information security plan as required by Government Code 2054.133;

2. Developing and maintaining information security policies and procedures that address the requirements of this chapter and the institution's information security risks;

3. Working with the business and technical resources to ensure that controls are utilized to address all applicable requirements of this chapter and the institution's information security risks;

4. Providing for training and direction of personnel with significant responsibilities for information security with respect to such responsibilities;

5. Providing guidance and assistance to senior institution of higher education officials, information owners, information custodians, and end users concerning their responsibilities under 1 Administrative Code Chapter 202;

6. Ensuring that annual information security risk assessments are performed and documented by information-owners;

7. Reviewing the institution's inventory of information systems and related ownership and responsibilities;

8. Developing and recommending policies and establishing procedures and practices, in cooperation with the institution's Information Resources Manager (IRM), information-owners and custodians, necessary to ensure the security of information and information resources against unauthorized or accidental modification, destruction, or disclosure;

9. Coordinating the review of the data security requirements, specifications, and, if applicable, third-party risk assessment of any new computer applications or services that receive, maintain, and/or share confidential data;

10. Verifying that security requirements are identified and risk mitigation plans are developed and contractually agreed and obligated prior to the purchase of information technology hardware, software, and systems development services for any new high impact computer applications or computer applications that receive, maintain, and/or share confidential data;

11. Reporting, at least annually, to the state institution of higher education head the status and effectiveness of security controls; and
12. Informing the parties in the event of noncompliance with this chapter and/or with the institution's information security policies.

The ISO, with the approval of the state institution of higher education head, may issue exceptions to information security requirements or controls in 1 Administrative Code Chapter 202. Any such exceptions shall be justified, documented, and communicated as part of the risk assessment process.

Gov't Code 2054.136; 1 TAC 202.71

Information Security Program

Each institution of higher education shall develop, document, and implement an institution of higher education-wide information security program, approved by the institution of higher education's head or delegate under 1 Administrative Code 202.70, that includes protections, based on risk, for all information and information resources owned, leased, or under the custodianship of any department, operating unit, or employee of the institution of higher education including outsourced resources to another institution of higher education, contractor, or other source (e.g., cloud computing). The program shall include:

1. Periodic assessments of the risk and impact that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the institution of higher education;

2. Policies, controls, standards, and procedures that:
   a. Are based on the risk assessments required by 1 Administrative Code 202.75;
   b. Cost-effectively reduce information security risks to a level acceptable to the institution head;
   c. Ensure that information security is addressed throughout the life cycle of each institution of higher education information resource; and
   d. Ensure compliance with the requirements of 1 Administrative Code Chapter 202, Subchapter C; minimally acceptable system configuration requirements, as determined by the institution of higher education; and the control catalog published by the Department of Information Resources (DIR).

3. Strategies to address risk to high-impact information resources;
4. Plans for providing information security for networks, facilities, and systems or groups of information systems, based on risk;

5. A process for planning, implementing, evaluating, and documenting remedial action to address any deficiencies in the information security policies, procedures, and practices of the institution of higher education; and

6. A process to justify, grant, and document any exceptions to specific program requirements in accordance with requirements and processes defined in 1 Administrative Code Chapter 202.

State institutions of higher education are responsible for:

1. Defining all information classification categories except the confidential information category, which is defined in 1 Administrative Code Subchapter A, and establishing the controls for each;

2. Administering an ongoing information security awareness education program for all users; and

3. Introducing information security awareness and informing new employees of information security policies and procedures during the onboarding process.

_Government Code 2054.133; 1 TAC 202.74_

**Staff Responsibilities**

Information owners, custodians, and users of information resources shall, in consultation with the institution’s IRM and ISO, be identified, and their responsibilities defined and documented by the state institution of higher education. The distinctions below among owner, custodian, and user responsibilities should guide determination of these roles. 1 TAC 202.72

**Information Owner**

The owner or his or her designated representative(s) are responsible for:

1. Classifying information under their authority, with the concurrence of the state institution of higher education head or his or her designated representative(s), in accordance with institution of higher education’s established information classification categories.

2. Approving access to information resources and periodically reviewing access lists based on documented risk management decisions.

3. Formally assigning custody of information or an information resource.
4. Coordinating data security control requirements with the ISO.

5. Conveying data security control requirements to custodians.

6. Providing authority to custodians to implement security controls and procedures.

7. Justifying, documenting, and being accountable for exceptions to security controls. The information owner shall coordinate and obtain approval for exceptions to security controls with the institution of higher education information security officer.

8. Participating in risk assessments as provided under 1 Administrative Code 202.75.

1 TAC 202.72(1)

Information Custodian

Custodians of information resources, including third-party entities providing outsourced information resources services to state institutions of higher education, shall:

1. Implement controls required to protect information and information resources required by this chapter based on the classification and risks specified by the information owner(s) or as specified by the policies, procedures, and standards defined by the institution of higher education information security program;

2. Provide owners with information to evaluate the cost-effectiveness of controls and monitoring;

3. Adhere to monitoring techniques and procedures, approved by the ISO, for detecting, reporting, and investigating incidents;

4. Provide information necessary to provide appropriate information security training to employees; and

5. Ensure information is recoverable in accordance with risk management decisions.

1 TAC 202.72(2)

User

The user of an information resource has the responsibility to:

1. Use the resource only for the purpose specified by the institution or information-owner;

2. Comply with information security controls and institutional policies to prevent unauthorized or accidental disclosure, modification, or destruction; and
3. Formally acknowledge that they will comply with the security policies and procedures in a method determined by the institution head or his or her designated representative.

Institution information resources designated for use by the public shall be configured to enforce security policies and procedures without requiring user participation or intervention. Information resources must require the acceptance of a banner or notice prior to use.

1 TAC 202.72(3)–(4)

Security Controls

Mandatory Controls

Mandatory security controls shall be defined by DIR in a Control Standards document published on DIR's website. The controls shall include minimum information security requirements for all state information and information systems and standards to be used by all institutions of higher education to provide levels of information security according to risk levels.

A review of the institution's information security program for compliance with these standards will be performed at least biennially, based on business risk management decisions, by individual(s) independent of the information security program and designated by the institution of higher education head or his or her designated representative(s).

1 TAC 202.76(a)–(c)

Optional Controls

The head of an institution of higher education may employ standards for the cost-effective information security of information and information resources within or under the supervision of that institution of higher education that are more stringent than the standards DIR prescribes if the more stringent standards:

1. Contain at least the applicable standards issued by the department; and

2. Are consistent with applicable federal law, policies, and guidelines issued under state rule, industry standards, best practices, or are deemed necessary to adequately protect the information held by the institution of higher education.

1 TAC 202.76(e)

Risk Management

A risk assessment of the institution's information and information systems shall be performed and documented. The inherent impact will be ranked, at a minimum, as either "High," "Moderate," or "Low."
The frequency of the future risk assessments will be documented. Risk assessment results, vulnerability reports, and similar information shall be documented and presented to the ISO or his or her designated representative(s).

Approval of the security risk acceptance, transference, or mitigation decisions shall be the responsibility of:

1. The ISO or his or her designee(s), in coordination with the information owner, for systems identified with Low or Moderate residual risk.

2. The state institution of higher education head for all systems identified with a residual High Risk.

**Gov't Code 2054.515; 1 TAC 202.75**

The ISO shall report, at least annually, to the institution of higher education head on the adequacy and effectiveness of information security policies, procedures, and practices, and compliance with the requirements of 1 Administrative Code Chapter 202 and:

1. Effectiveness of current information security program and status of key initiatives;

2. Residual risks identified by the institution of higher education risk management process; and

3. Institution of higher education information security requirements and requests.

**1 TAC 202.73(a)**

Each state institution of higher education shall assess the significance of a security incident based on the business impact on the affected resources and the current and potential technical effect of the incident (e.g., loss of revenue, productivity, access to services, reputation, unauthorized disclosure of confidential information, or propagation to other networks). Security incidents shall be promptly reported to immediate supervisors and the institution of higher education's ISO. Security incidents shall be promptly reported to DIR in the form and manner specified by DIR where the security incident is assessed to:

1. Propagate to other state systems;

2. Result in criminal violations that shall be reported to law enforcement in accordance with state or federal information security or privacy laws; or
3. Involve the unauthorized disclosure or modification of confidential information, e.g., sensitive personal information as defined in Business and Commerce Code 521.002(a)(2) and other applicable laws that may require public notification.

If the security incident is assessed to involve suspected criminal activity (e.g., violations of Penal Code Chapter 33 (Computer Crimes) or Chapter 33A, Penal Code (Telecommunications Crimes)), the institution of higher education shall contact law enforcement, as required, and the security incident shall be investigated, reported, and documented in accordance with the legal requirements for handling of evidence.

Depending on the criticality of the incident, it will not always be feasible to gather all the information prior to reporting. In such cases, incident response teams should continue to report information to the department as it is collected. DIR shall instruct state institutions of higher education as to the manner in which they shall report such information to DIR. Supporting vendors or other third parties that report security incident information to an institution of higher education shall submit such reports to the institution of higher education in the form and manner specified by DIR, unless otherwise directed by the institution of higher education. Institutions of higher education shall ensure that compliant reporting requirements are included in any contract where incident reporting may be necessary.

1 TAC 202.73(b)(1)

Monthly Incident Report
Summary reports of security-related events shall be sent to DIR on a monthly basis no later than nine calendar days after the end of the month. Institutions of higher education shall submit summary security incident reports in the form and manner specified by DIR. Supporting vendors or other third parties that report security incident information to an institution of higher education shall submit such reports to the institution of higher education in the form and manner specified by DIR, unless otherwise directed by the institution of higher education. 1 TAC 202.73(b)(2)

Biennial Information Security Plan
Each state institution of higher education shall submit to the department a biennial information security plan not later than June 1 of each even-numbered year, in accordance with Government Code 2054.133.

Each information security plan is confidential and exempt from disclosure under Government Code Chapter 552.

Gov't Code 2054.133(c)-(d); 1 TAC 202.73(b)(3)
Financial Information Security Program

A financial institution, as defined below, shall develop, implement, and maintain a comprehensive information security program that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards that are appropriate to its size and complexity, the nature and scope of its activities, and the sensitivity of any customer information at issue. Such safeguards shall include the elements set forth below at Elements and shall be reasonably designed to achieve the objectives set forth below at Objectives. 15 U.S.C. 6801(b); 16 C.F.R. 314.3(a)

Objectives

The objectives are to:

1. Ensure the security and confidentiality of customer information;

2. Protect against any anticipated threats or hazards to the security or integrity of such information; and

3. Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

16 C.F.R. 314.3(b)

Elements

To develop, implement, and maintain the information security program, the financial institution shall:

1. Designate an employee or employees to coordinate the program;

2. Identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such a risk assessment should include consideration of risks in each relevant area of the institution's operations, including:

   a. Employee training and management;

   b. Information systems, including network and software design, as well as information processing, storage, transmission and disposal; and

   c. Detecting, preventing and responding to attacks, intrusions, or other systems failures.

3. Design and implement information safeguards to control the risks the institution identifies through risk assessment, and
regularly test or otherwise monitor the effectiveness of the safeguard's key controls, systems, and procedures.

4. Oversee service providers by:
   a. Taking reasonable steps to select and retain service providers that are capable of maintaining appropriate safeguards for the customer information at issue; and
   b. Requiring the institution's service providers by contract to implement and maintain such safeguards.

5. Evaluate and adjust the information security program in light of the results of testing and monitoring, any material changes to the institution's operations or business arrangements, or any other circumstances that the college district knows or has reason to know may have a material impact on the information security program.

16 C.F.R. 314.4

Definitions

Customer Information
"Customer Information" means any record containing nonpublic personal information, as defined below, about a customer of a financial institution, whether in paper, electronic, or other form, that is handled or maintained by or on behalf of the institution or its affiliates. 16 C.F.R. 314.2(b)

Financial Institution
"Financial institution" means any institution the business of which is engaging in financial activities as described in the Bank Holding Company Act of 1956, 12 U.S.C. 1843(k), including lending, exchanging, transferring, investing for others, or safeguarding money or securities. An institution that is significantly engaged in financial activities is a financial institution. 12 U.S.C. 1843(k); 16 C.F.R. 313.3(k)

Nonpublic Personal Information
"Nonpublic personal information" means:

1. Personally identifiable financial information; and
2. Any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available.

16 C.F.R. 313.3(n)

Service Provider
"Service provider" means any person or entity that receives, maintains, processes, or otherwise is permitted access to customer information through its provisions of services directly to a qualifying entity. 16 C.F.R. 314.2(d)
Cybersecurity Information Sharing Act

A non-federal entity, including a college district may, for a cybersecurity purpose and consistent with the protection of classified information, share with, or receive from, any other non-federal entity or the federal government a cyber threat indicator or defensive measure. A non-federal entity receiving a cyber threat indicator or defensive measure from another non-federal entity or a federal entity shall comply with otherwise lawful restrictions placed on the sharing or use of such cyber threat indicator or defensive measure by the sharing non-federal or federal entity. 6 U.S.C. 1503(c)

Protection and Use of Information Security

A non-federal entity monitoring an information system, operating a defensive measure, or providing or receiving a cyber threat indicator or defensive measure under 6 U.S.C. 1503 shall implement and utilize a security control to protect against unauthorized access to or acquisition of such indicator or measure. 6 U.S.C. 1503(d)(1)

Removal of Personal Information

A non-federal entity sharing a cyber threat indicator pursuant to 6 U.S.C. Chapter 6, Subchapter I shall, prior to sharing:

1. Review such cyber threat indicator to assess whether such cyber threat indicator contains any information not directly related to a cybersecurity threat that the non-federal entity knows at the time of sharing to be personal information of a specific individual or information that identifies a specific individual and remove such information; or

2. Implement and utilize a technical capability configured to remove any information not directly related to a cybersecurity threat that the non-federal entity knows at the time of sharing to be personal information of a specific individual or information that identifies a specific individual.

6 U.S.C. 1503(d)(2)

Use of Information

A cyber threat indicator or defensive measure shared or received may, for cybersecurity purposes:

1. Be used by a non-federal entity to monitor or operate a defensive measure that is applied to an information system of the non-federal entity, or an information system of another non-federal entity or a federal entity upon written consent of that other non-federal entity or federal entity; and

2. Be otherwise used, retained, and further shared by a non-federal entity subject to an otherwise lawful restriction placed by the sharing non-federal entity or federal entity on such cyber threat indicator or defensive measure, or an otherwise applicable provision of law.

6 U.S.C. 1503(d)(3)
Exception

A cyber threat indicator or defensive measure shared with a state, tribal, or local government under 6 U.S.C. Chapter 6, Subchapter I shall not be used by any state, tribal, or local government to regulate, including an enforcement action, the lawful activity of any non-federal entity or any activity taken by a non-federal entity pursuant to mandatory standards, including an activity relating to monitoring, operating a defensive measure, or sharing of a cyber threat indicator. A cyber threat indicator or defensive measure shared as described in this provision may, consistent with a state, tribal, or local government regulatory authority specifically relating to the prevention or mitigation of cybersecurity threats to information systems, inform the development or implementation of a regulation relating to such information systems. 6 U.S.C. 1503(d)(4)(C)

Law Enforcement Use

A college district that receives a cyber threat indicator or defensive measure under 6 U.S.C. Chapter 6, Subchapter I, may use such indicator or measure for the purposes described in 6 U.S.C. 1504(d)(5)(A). [See CKE] 6 U.S.C. 1503(d)(4)(A)

Exemption from Public Disclosure

A cyber threat indicator or defensive measure shared by or with a state, tribal, or local government, including a component of a state, tribal, or local government that is a private entity, under 6 U.S.C. 1503 shall be deemed voluntarily shared information and exempt from disclosure under any provision of state, tribal, or local freedom of information law, open government law, open meetings law, open records law, sunshine law, or similar law requiring disclosure of information or records. 6 U.S.C. 1503(d)(4)(B)

A cyber threat indicator or defensive measure shared with the federal government under 6 U.S.C. Chapter 6, Subchapter I, shall be:

1. Deemed voluntarily shared information and exempt from disclosure under 5 U.S.C. 552 and any state, tribal, or local provision of law requiring disclosure of information or records; and

2. Withheld, without discretion, from the public under 5 U.S.C. 552(b)(3)(B) and any state, tribal, or local provision of law requiring disclosure of information or records.

6 U.S.C. 1504(d)(3) [See GCA]

No Duty

Nothing in this section shall be construed to create a duty to share a cyber threat indicator or defensive measure or a duty to warn or act based on the receipt of a cyber threat indicator or defensive measure; or to undermine or limit the availability of otherwise applicable common law or statutory defenses. 6 U.S.C. 1505(c)
<table>
<thead>
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<th>Definitions</th>
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<tr>
<td><strong>Non-Federal Entity</strong></td>
<td>&quot;Non-federal entity&quot; means any private entity, non-federal govern-</td>
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<td>ment agency or department, or state, tribal, or local government</td>
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| Cybersecurity Purpose        | "Cybersecurity purpose" means the purpose of protecting an       |
|                              | information system or information that is stored on, processed  |
|                              | by, or transiting an information system from a cybersecurity     |
|                              | threat or security vulnerability. 6 U.S.C. 1501(4)              |

| Cybersecurity Threat         | "Cybersecurity threat" means an action, not protected by the     |
|                              | First Amendment to the U.S. Constitution, on or through an       |
|                              | information system that may result in an unauthorized effort to  |
|                              | adversely impact the security, availability, confidentiality, or |
|                              | integrity of an information system or information that is stored |
|                              | on, processed by, or transiting an information system. The term   |
|                              | does not include any action that solely involves a violation of  |
|                              | a consumer term of service or a consumer licensing agreement.    |
|                              | 6 U.S.C. 1501(5)                                                 |

| Cyber Threat Indicator       | "Cyber threat indicator" means information that is necessary to |
|                              | describe or identify:                                           |
| 1. Malicious reconnaissance  | as defined in 6 U.S.C. 1501(12), including anomalous patterns  |
|                              | of communications that appear to be transmitted for the purpose  |
|                              | of gathering technical information related to a cybersecurity    |
|                              | threat or security vulnerability;                              |
| 2. A method of defeating a   | security control or exploitation of a security vulnerability;    |
| security control or         |                                                              |
| exploitation of a security  |                                                              |
| vulnerability;              |                                                              |
| 3. A security vulnerability, | including anomalous activity that appears to indicate the       |
|                              | existence of a security vulnerability;                         |
| 4. A method of causing a     | user with legitimate access to an information system or         |
| user with legitimate access  | information that is stored on, processed by, or transiting      |
| to an information system or  | an information system to unwittingly enable the defeat of a      |
| information system or        | security control or exploitation of a security vulnerability;    |
| information that is stored   |                                                              |
| on, processed by, or         |                                                              |
| transiting an information    |                                                              |
| system to unwittingly enable |                                                              |
| the defeat of a security     |                                                              |
| control or exploitation of   |                                                              |
| a security vulnerability;    |                                                              |
| 5. Malicious cyber command  | and control, as defined in 6 U.S.C. 1501(11);                  |
| and control, as defined in   |                                                              |
| 6. The actual or potential  | 6 U.S.C. 1501(11);                                             |
| harm caused by an incident,  |                                                              |
| including a description of   |                                                              |
| the information exfiltrated  |                                                              |
| as a result of a particular  |                                                              |
| cybersecurity threat;        |                                                              |
| 7. Any other attribute of a  | cybersecurity threat, if disclosure of such attribute is not   |
| cybersecurity threat;        | otherwise prohibited by law; or                                |
| 8. Any combination thereof.  |                                                              |

6 U.S.C. 1501(6)
Defensive Measure

"Defensive measure" means an action, device, procedure, signature, technique, or other measure applied to an information system or information that is stored on, processed by, or transiting an information system that detects, prevents, or mitigates a known or suspected cybersecurity threat or security vulnerability. The term does not include a measure that destroys, renders unusable, provides unauthorized access to, or substantially harms an information system or information stored on, processed by, or transiting such information system not owned by the private entity operating the measure or another entity or federal entity that is authorized to provide consent and has provided consent to that private entity for operation of such measure. 6 U.S.C. 1501(7)

Information System

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information; and includes industrial control systems, such as supervisory control and data acquisition systems, distributed control systems, and programmable logic controllers. 6 U.S.C. 1501(9); 44 U.S.C. 3502

Security Control

"Security control" means the management, operational, and technical controls used to protect against an unauthorized effort to adversely affect the confidentiality, integrity, and availability of an information system or its information. 6 U.S.C. 1501(16)

Security Vulnerability

"Security vulnerability" means any attribute of hardware, software, process, or procedure that could enable or facilitate the defeat of a security control. 6 U.S.C. 1501(17)

Security Breach Notification

To Residents of Texas and Certain Other States

A person, including a college district, who conducts business in this state and owns or licenses computerized data that includes sensitive personal information shall disclose, in accordance with the notice provisions at Business and Commerce Code 521.053(e), any breach of system security, after discovering or receiving notification of the breach, to any individual whose sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made without unreasonable delay and in each case not later than the 60th day after the date on which the person determines that the breach occurred, except as provided at Criminal Investigation Exception, below, or as necessary to determine the scope of the breach and restore the reasonable integrity of the data system. Business and Commerce Code 521.053(b)

If the individual whose sensitive personal information was or is reasonably believed to have been acquired by an unauthorized person is a resident of a state that requires a person described by Business and Commerce Code 521.053(b) to provide notice of a
breach of system security, the notice of the breach of system security required by Section 521.053(b) may be provided under that state's law or under Business and Commerce Code 521.053(b). Business and Commerce Code 521.053(b-1); Local Gov't Code 205.010

To the Owner or License Holder

A person who maintains computerized data that includes sensitive personal information not owned by the person shall notify the owner or license holder, in accordance with Business and Commerce Code 521.053(e), of the information of any breach of system security immediately after discovering the breach, if the sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Business and Commerce Code 521.053(c); Local Gov't Code 205.010

To the Attorney General

A person who is required to disclose or provide notification of a breach of system security under Business and Commerce Code 521.053 shall notify the attorney general, in accordance with Business and Commerce Code 521.053(i), of that breach not later than the 60th day after the date on which the person determines that the breach occurred if the breach involves at least 250 residents of this state. Business and Commerce Code 521.053(i)

To a Consumer Reporting Agency

If a person is required to notify at one time more than 10,000 persons of a breach of system security, the person shall also notify each consumer reporting agency, as defined by 15 U.S.C. 1681a, that maintains files on consumers on a nationwide basis, of the timing, distribution, and content of the notices. The person shall provide the notice without unreasonable delay. Business and Commerce Code 521.053(ii); Local Gov't Code 205.010

Criminal Investigation Exception

A person may delay providing the required notice to state residents or the owner or license holder at the request of a law enforcement agency that determines that the notification will impede a criminal investigation. The notification shall be made as soon as the law enforcement agency determines that the notification will not compromise the investigation. Business and Commerce Code 521.053(d); Local Gov't Code 205.010

Information Security Policy

A person who maintains the person's own notification procedures as part of an information security policy for the treatment of sensitive personal information that complies with the timing requirements for notice under Business and Commerce Code 521.053 if the person notifies affected persons in accordance with that policy. Business and Commerce Code 521.053(g); Local Gov't Code 205.010
Definitions

*Breach of System Security*

"Breach of system security" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data. Good faith acquisition of sensitive personal information by an employee or agent of the person for the purposes of the person is not a breach of system security unless the person uses or discloses the sensitive personal information in an unauthorized manner. *Business and Commerce Code 521.053(a)*

"Sensitive personal information" means:

1. An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:
   a. Social security number;
   b. Driver's license number or government-issued identification number; or
   c. Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or

2. Information that identifies an individual and relates to:
   a. The physical or mental health or condition of the individual;
   b. The provision of health care to the individual; or
   c. Payment for the provision of health care to the individual.

"Sensitive personal information" does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

*Business and Commerce Code 521.002(a)(2), (b)*

Note: For cybersecurity training, see BBD and DK.
The College President is responsible for the security of the College District's information resources. The College President or designee shall develop procedures for ensuring the College District's compliance with applicable law.

Information Security Officer

The College President or designee shall designate an information security officer (ISO) who is authorized to administer the information security requirements under law. The College President or designee must notify the Department of Information Resources (DIR) of the individual designated to serve as the ISO.

Information Security Program

The College President or designee shall annually review and approve an information security program designed in accordance with law by the ISO to address the security of the information and information resources owned, leased, or under the custodianship of the College District against unauthorized or accidental modification, destruction, or disclosure. The program shall include procedures for risk assessment and for information security awareness education for employees when hired and an ongoing program for all users.

The information security program must be submitted biennially for review by an individual designated by the College President and who is independent of the program to determine if the program complies with the mandatory security controls defined by DIR and any controls developed by the College District in accordance with law.

Website and Mobile Application Security

The College President or designee shall adopt procedures addressing the privacy and security of the College District's website and mobile applications and submit the procedures to DIR for review.

The procedures must require the developer of a website or application for the College District that processes confidential information to submit information regarding the preservation of the confidentiality of the information. The College District must subject the website or application to a vulnerability and penetration test before deployment.

Reports

Information Security Plan

The College District shall submit a biennial information security plan to DIR in accordance with law.

Effectiveness of Policies and Procedures

The ISO shall report annually to the College President on the effectiveness of the College District's information security policies, procedures, and practices in accordance with law and administrative procedures.
Security Incidents
By the College District

Generally

Security Breach Notification

The College District shall assess the significance of a security incident and report urgent incidents to DIR and law enforcement in accordance with law and, if applicable, DIR requirements.

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

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

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

Monthly Reports

The College District must provide summary reports of security incidents monthly to DIR in accordance with the deadlines, form, and manner specified by law and DIR.

By Vendors and Third Parties

The College District shall include in any vendor or third-party contract the requirement that the vendor or third party report information security incidents to the College District in accordance with law and administrative procedures.
I. Purpose and Scope
Kilgore College wants to protect the privacy of individuals by preserving the confidentiality of information processed by websites or applications.

This document establishes specific minimum requirements for information that must be supplied to the Kilgore College Information Security Officer. (See Texas Government Code Title 10 Subtitle B, Chapter 2054, Subchapter A, Section 516).

The Data Security for Online and Mobile Applications administrative rule applies to all online and mobile applications that processes any sensitive personal or personally identifiable information or confidential information for Kilgore College.

II. Procedures
1. The developer of an online or mobile application that processes any sensitive personal or personally identifiable information or confidential information for Kilgore College must submit the following information to the Kilgore College Information Security Officer:
   a. The architecture of the website or application;
   b. The authentication mechanism for the website or application;
   c. The administrator level access to data included in the website or application.

2. If the developer of the application is a cloud or software-as-a-service (SaaS) vendor, additional questions provided by the Kilgore College Information Security Officer concerning controls of the vendor's website or application must be answered and submitted to the Information Security Officer.

3. Before deploying an Internet website or mobile application that processes confidential information, Kilgore College must subject the website or application to a vulnerability and penetration test conducted internally or by an independent third party. The results of this test must be submitted to the Information Security Officer.
I. Purpose and Scope

Kilgore College's Information Security is governed by several federal and state laws. Texas Administrative Code (TAC) 202 subchapter C defines information security standards for institutions of higher education. TAC 202 requires that the College develop an Information Security Plan. The KC Information Security Plan also is intended to comply with the federal Safeguards Rule.

In accordance with this over-arching Information Security policy, where applicable, subject specific policies, procedures, standards, guidelines and controls will be established to support and maintain the Information Security Plan.

The Information Security Plan applies equally to any person granted access to Kilgore College information resources including:

a) All users employed by KC, contractors, vendors, or any other person with access to KC information technology resources.
b) Non-KC-owned computing devices that may store protected KC information.
c) All categories of information, regardless of the medium in which the information asset is held or transmitted (e.g. physical or electronic).
d) Information technology facilities, applications, hardware systems, network resources owned or managed by KC. This includes third party service providers' systems that access or store KC protected information.

NOTE: Auxiliary organizations, external businesses and organizations that use college information technology resources must operate those assets in conformity with the KC Information Security Plan.

II. Definitions

Kilgore College takes data privacy and security seriously and has systems in place to protect its data. The Kilgore College Information Security Plan combines multiple security elements into a management framework that supports the objectives of confidentiality, integrity, and availability.

The KC Information Security Plan is a living document that provides a strategic plan to achieve compliance with information security related laws and regulations.

The framework of the Plan is designed to:

a) Ensure the confidentiality, integrity, and availability of KC data.
b) Establish the governance and responsibilities for information security at KC.
c) Establish periodic risk assessments and develop risk mitigation plans.
d) Classify information and establish controls for each classification type.
e) Establish an ongoing security awareness education program for all users starting with new employees during the onboarding process.

f) Establish strategies to protect high-impact information resources.

g) Facilitate the development of policies, standards and procedures that include controls for:
   1. Data security risk management.
      Mitigation of information security risks to levels acceptable to College leadership.
   2. Information security throughout the life cycle of the information resource.

h) Develop processes to:
   1. Plan, implement, evaluate, and document remedial action to address any deficiencies in the information security policies, procedures, and practices.
   2. Justify, grant and document any exceptions to specific program requirements in accordance with requirements and processes.

III. Procedures

Information Security Plan Framework:
The foundational elements that follow create a framework for the Information Security Plan that ensure continuity, performance and security of KC’s information systems. A review of KC’s Information Security Plan for compliance with required standards will be performed at least biennially based on business risk management decisions by individuals(s) independent of the Information Security Plan.

The elements outlined here will ensure appropriate safeguards are applied to KC’s information systems and will be regularly reviewed and updated consistent with changing business environment and/or regulations.

a. Responsibility and Accountability
b. Risk Management
c. Security Awareness
d. Business Continuity Plan
e. Information Security Incident Response
f. Physical Security
g. Digital Data Disposition
h. Enforcement
INFORMATION SECURITY PLAN
INFORMATION SECURITY PLAN

SUMMARY

An Information Security Plan provides direction for managing and protecting the confidentiality, integrity, and availability of information resources, particularly highly sensitive or critical data. The plan contains administrative, technical, and physical safeguards to protect information assets. Controls include policies, processes, procedures, standards, guidelines, organizational structures, and supporting technology.

Information security is governed by several federal and state laws. Texas Administrative Code (TAC) 202 subchapter C defines information security standards for institutions of higher education. TAC 202 defines the requirements of the Information Security Plan, roles and responsibilities, and adoption of appropriate security controls. This Plan also is intended to comply with the federal Safeguards Rule.

This document establishes the purpose, scope, authority, organizational responsibilities, and foundational elements of the Information Security Plan for Kilgore College.
# INFORMATION SECURITY PLAN

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INFORMATION SECURITY PLAN

INTRODUCTION

This document establishes Kilgore College's Information Security Plan and outlines objectives for managing, operating, and controlling information security activities. Where applicable, policies, procedures, standards, guidelines, and controls will be established to support and maintain the Information Security Plan. Policies serve as overarching rules for the use, management, and implementation of information security. Procedures, standards, and guidelines serve to define the methods for the protection of information assets. Defined controls provide a system of checks and balances intended to identify irregularities and prevent abuse.

The Information Security Plan contains administrative, technical, and physical safeguards to protect KC information resources. Measures shall be taken to protect these resources against accidental or unauthorized access, disclosure, modification, or destruction, as well as to assure the availability, integrity, authenticity, and confidentiality of information.

GOAL

The purpose of the KC Information Security Plan is to provide the college community with a description of the strategic plan to achieve compliance with information security related laws and regulations. The framework is designed to:

1. Ensure the confidentiality, integrity, and availability of KC data.
2. Establish the governance and responsibilities for information security at KC.
3. Establish periodic risk assessments and develop risk mitigation plans.
4. Classify information and establish controls for each classification type.
5. Establish an ongoing security awareness education program for all users starting with new employees during onboarding process.
6. Establish strategies to protect high-impact information resources.
7. Facilitate the development of policies, standards, and procedures that include controls for:
   a. Data security risk management.
   b. Mitigation of information security risks to levels acceptable to College leadership.
   c. Information security throughout the life cycle of the information resource.
8. Develop processes to:
a. Plan, implement, evaluate, and document remedial action to address any deficiencies in the information security policies, procedures, and practices.

b. Justify, grant, and document any exceptions to specific program requirements in accordance with requirements and processes.

The Information Security Plan combines multiple security elements into a management framework that supports the objectives of confidentiality, integrity, and availability.

**SCOPE**

This program applies equally to any person/entity granted access to Kilgore College information resources including:

- All users employed by KC, contractors, vendors, or any other person with access to KC information technology resources.
- Non-KC-owned computing devices that may store protected KC information.
- All categories of information, regardless of the medium in which the information asset is held or transmitted (e.g. physical or electronic).
- Information technology facilities, applications, hardware systems, and network resources owned or managed by KC. This includes third party service providers' systems that access or store KC protected information.

**NOTE:** Auxiliary organizations, external businesses, and organizations that use college information technology resources must operate those assets in conformity with the KC Information Security Plan.

**INFORMATION SECURITY ROLES AND RESPONSIBILITIES**

The following roles are defined with appropriate responsibilities and authorities regarding information security:

**Information Resource Manager (IRM)**

The Director of Information Technology (John Colville) is designated as the College's Information Resource Manager and is responsible for management of the College's information resources. The IRM is designated through appointment by the President. The IRM provides strategic direction, ensures objectives are achieved, ascertains that risks are managed appropriately, and verifies information resources are used responsibly. The IRM reports to the President, and is the designated representative for the College's information resources.
INFORMATION SECURITY PLAN

Information Security Officer (ISO)

The Director of Information Technology (John Colville) is designated as the College’s Information Security Officer (ISO). The ISO reports to the President. The ISO administers the College’s Information Security Plan.

It shall be the responsibility of the Information Security Officer to:

- Develop, recommend, and maintain a campus-wide Information Security Plan.

- Develop and maintain information security policies and procedures that address security regulations and the College's information security risks.

- Work with the business and technical resources to ensure that controls are utilized to address all applicable security regulations and the College’s information security risks.

- Provide guidance and assistance to College leadership, information owners, information custodians, and end users concerning their responsibilities.

- Ensure that annual information security risk assessments are performed and documented by information-owners.

- Develop and recommend policies and establish procedures and practices, in cooperation with the information owners and custodians, necessary to ensure the security of information and information resources against unauthorized or accidental modification, destruction, or disclosure.

- Coordinate the review of the data security requirements, specifications, and, if applicable, third-party risk assessment of any new computer applications or services that receive, maintain, and/or share confidential data.

- Verify that security requirements are identified and risk mitigation plans are developed and contractually agreed and obligated prior to the purchase of information technology hardware, software, and systems development services for any new high impact computer applications or computer applications that receive, maintain, and/or share confidential data.

- Report annually the status and effectiveness of security controls; and inform the campus departments, data owners, and data custodians in the event of noncompliance with Kilgore College's information security policies.

- Issue exceptions to information security requirements or controls.
INFORMATION SECURITY PLAN

- Justify, document, and communicate any such exceptions as part of the risk assessment process.

Information Owner / Data Owner

A data owner is defined as an individual with statutory or operational authority for specific information or information resources. The data owner or designee is responsible for and authorized to:

- Classify information under their authority, with the approval of the IRM or designee, in accordance with KC’s established information classification categories.
- Approve access and formally assign custody of information or an information resource.
- Specify data security control requirements and convey them to users and custodians.
- Confirm that controls are in place to ensure the confidentiality, integrity, and availability of data.
- Assign custody of information resources and provide appropriate authority to implement security controls and procedures.
- Periodically review access lists based on documented risk management decisions.
- Approve, justify, document, and be accountable for exceptions to security controls with the ISO.
- Participate in risk assessments.

Information Custodian / Data Custodian

An information custodian is defined as an individual, a department, agency, or third-party service provider responsible for implementing the information owner-defined controls and access to an information resource.

Data custodians shall:

- Implement controls required to protect information and information resources based on the classification and risks specified by the information owner(s) or as specified by the policies, procedures, and standards defined by the Information Security Plan.
- Provide owners with information to evaluate the cost-effectiveness of controls and monitoring.
INFORMATION SECURITY PLAN

- Adhere to monitoring techniques and procedures, approved by the ISO, for detecting, reporting, and investigating incidents.

- Provide information necessary for appropriate information security training to employees.

- Ensure information is recoverable in accordance with risk management decisions.

User / Information User / Authorized User

An information user is defined as an individual, process, or automated application authorized to access an information resource in accordance with federal and state laws, College policies, and the information owner's procedures and rules. The user of an information resource has the responsibility to:

- Use the resource only for the purpose specified by the institution or information owner.

- Comply with information security controls and College policies to prevent unauthorized or accidental disclosure, modification, or destruction.

- Formally acknowledge that they will comply with the security policies and procedures of Kilgore College.

Information Security Plan Reviewer

The Information Security Plan is reviewed by individual(s) designated by the Information Resource Manager that are independent of the program. The review is to be conducted biennially for compliance with applicable standards based on business risk management decisions. Outcomes of the review provide the basis for corrective action plans and the development of policies, procedures, and processes.

PROGRAM FRAMEWORK

The foundational elements that follow create a framework for the Information Security Plan that ensure continuity, performance, and security of KC's information systems. A review of KC's Information Security Plan for compliance with required standards will be performed at least biennially based on business risk management decisions by individual(s) independent of the Information Security Plan.

The elements outlined here will ensure appropriate safeguards are applied to KC's information systems and should be reviewed and updated consistent with changing business environment and/or regulations.
Responsibility and Accountability

Data owners and their selected data custodians will be reviewed on an annual basis by the ISO. The data owners will review/identify the related data stored on their system and identify the categories of data stored as confidential, protected, or public according to the data classification standards found in Appendix A. Data owners will also review the list of authorized users for each system and implement required changes using the least privileged model.

The ISO will review and approve information ownership and responsibilities including personnel, equipment, hardware, and software, as well as define information classification categories.

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<td>Acknowledge policies and confidentiality</td>
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Risk Management

Risk management is the process of aligning information resource risk exposure with the organization's risk tolerance by either accepting, transferring, or mitigating risk exposures. The risk management cycle includes assessment, review, mitigation, and reporting.

- Risk assessment is the process of identifying, evaluating, and documenting the level of impact on an organization's mission, functions, image, reputation, assets, or individuals that may result from the operation of information systems. Risk assessment incorporates threat and vulnerability analyses and considers mitigations provided by planned or in-place security controls. Risk assessment also provides the documentation for evaluating and granting exemptions from security control requirements.

- Risk review is the process of evaluating the results of risk assessments and recommending activities to mitigate the risks.

- Risk mitigations are technical and/or procedural activities designed to reduce or eliminate the risks identified during assessment and review.

- Risk reporting is the process of reporting residual risks to executive leadership.
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<td>Residual risk report</td>
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Security Awareness

Security awareness is a critical component of an Information Security Plan. All employees with access to KC information resources must participate annually in information security awareness training. Training promotes awareness of:

- KC information security policies, standards, procedures, and guidelines.
- Potential threats against college protected data and information resources.
- Appropriate controls and procedures to protect confidentiality, integrity, and availability of protected data and information resources.

New employees will sign a non-disclosure agreement and will be provided individual access to the Information Security Awareness Training Program. Employees are expected to complete training within 30 days of receiving the program, and then annually. Department heads and college leadership will be provided status of training compliance.

The ISO will maintain and operate an ongoing security awareness program as well as coordinate development and effective maintenance of communication and internal marketing strategies for information security awareness.

Business Continuity Plan

Business Continuity Plans (BCP) are developed and maintained with the objective of mitigating against loss and ensuring critical business and academic functions are sustained in the event that facilities, technologies, and/or other resources are unavailable due to an unforeseen disruption or event. It is crucial that KC formally develop an organizational Business Continuity Plan. The BCP ensures that the effects of a disaster will be minimized, and KC will be able to either maintain or quickly resume mission-critical functions.

Elements of a BCP specifically for information resources shall include:
INFORMATION SECURITY PLAN

- Business Impact Analysis including:
  - Miss on Critical Information Resources
  - Disruption impacts and allowable outage times
  - Recovery priorities
- Risk Assessment.
- Implementation, testing, and maintenance management program for the plan.
- Disaster Recovery Plan.

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<tr>
<th>Activity Description</th>
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<tr>
<td>Develop and maintain BCP (for IT)</td>
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</tr>
<tr>
<td>Develop and maintain applicable policy, process and procedures (for IT)</td>
<td>IRM or designee (IT Compliance)</td>
</tr>
<tr>
<td>Coordinate distribution of BCP (for IT)</td>
<td>IRM or designee (IT Compliance)</td>
</tr>
<tr>
<td>Implement and test of BCP (for IT)</td>
<td>IRM or designee</td>
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Information Security Incident Response

An information security incident is defined as an event that impacts or has the potential to impact the confidentiality, availability, or integrity of KC information resources. Having an effective incident response plan is essential in mitigating damage and loss. Proper handling of such incidents protects KC's information resources from future unauthorized access, misuse, or damage.

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<thead>
<tr>
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Physical Security

Physical security controls and secure areas are used to minimize unauthorized access, damage, and interference to information resources. Physical security includes providing environmental safeguards and controlling physical access to equipment and data.

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Digital Data Disposition

The secure disposal of KC’s digital data is a significant part of the information security posture. KC data can be stored on both printed media and on digital format. It is vital both these forms of data are disposed of securely to ensure confidentiality. In order to mitigate the risk of unauthorized disclosure of information and to ensure its confidentiality, specific disposition methods for digital data must be adhered to.

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<tr>
<th>Activity Description</th>
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<td>Develop and maintain data disposition policy and standards</td>
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<td>Implement data disposition standards</td>
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Enforcement

The ISO is authorized by the President to ensure that the appropriate processes to administer this program are in place, and are communicated to, and followed by the College community.

Administrators must ensure that measures are taken within their department to comply with this policy and its related standards, guidelines, and practices. Departments found to be non-compliant will be required to take specific steps to come into compliance within a specified time. If compliance cannot be achieved, a written request for exception must be approved by the ISO. Approved requests will be reviewed annually to determine if an exception is still warranted.

KC reserves the right to temporarily or permanently suspend, block, or restrict electronic access to college information resources, independent of such procedures, when it reasonably appears necessary to do so in order to protect the confidentiality, integrity, availability, or functionality of KC information resources; to protect KC from liability; or to enforce this policy and its related standards and practices.
Failure to adhere to the provisions of this policy statement or the appropriate use policy statement may result in:

- suspension or loss of access to institutional information technology resources
- appropriate disciplinary action under existing procedures applicable to students, faculty and staff, and/or
- civil or criminal prosecution

Potential violations will be investigated in a manner consistent with applicable laws and regulations, and KC policies, standards, guidelines, and practices.

The Information Resource Manager or designee will ensure that suspected violations and resultant actions receive the proper and immediate attention of the appropriate College officials, law enforcement, outside agencies, and disciplinary/grievance processes in accordance with due process.

Third-party service providers who do not comply may be subject to appropriate actions as defined in contractual agreements or other legal remedies available to KC.

Appeals of College actions resulting from enforcement of this policy will be handled through existing disciplinary/grievance processes for KC students and employees.
APPENDIX A

Classification of Data

Information classification (data classification) is required to determine the relative sensitivity and criticality of information resources. This provides the basis for protection efforts and access control.

Kilgore College adopts a four-category classification: regulated, confidential, sensitive, and public. Although all data require some level of protection, particular data classifications are considered more sensitive and require tighter controls. The level of security required depends in part on the effect that unauthorized access or disclosure of data would have on operations, functions, reputation, assets, or privacy of individual members of the KC community.

The Data Classification Standard outlines the minimum controls for protection of classified KC information. Additional controls may be required under applicable laws, regulations, or standards governing specific types of data (e.g., health or financial information, credit card data).

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Assigned Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop and maintain data classification policy</td>
<td>ISO</td>
</tr>
<tr>
<td>and standard</td>
<td></td>
</tr>
<tr>
<td>Develop and maintain applicable control standards</td>
<td>ISO</td>
</tr>
<tr>
<td>Classify data</td>
<td>Data owners</td>
</tr>
<tr>
<td>Implement controls</td>
<td>Data custodians</td>
</tr>
</tbody>
</table>
APPENDIX B

Compliance References

Kilgore College Information Security Plan and practices must comply with several federal and state laws, as well as Kilgore College policies. While it is not possible to list all potentially applicable laws and regulations, this list references the most relevant ones that must be complied.


4. Texas Administrative Code, Title 1, part 10, Chapter 202, Subchapter C (pending).

5. Texas Medical Records Privacy Act.


APPENDIX C

Definitions

Availability – Ensuring that information systems and the necessary data are accessible for use when required.

Business Continuity Plan – A plan to ensure that the essential business functions of the organization are able to continue (or restart) in the event of unforeseen circumstances.

Confidentiality – Assurance that information is shared only among authorized persons or organizations.

Disaster Recovery Plan – Assurance that a documented process or set of procedures to recover and protect a business IT infrastructure is in place in the event of a disaster. Such a plan, ordinarily documented in written form, specifies procedures an organization is to follow in the event of a disaster.

Information Resource – Procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors. Information Resources of Kilgore College include, but are not limited to the following:

- All components of the Kilgore College information network, both physical and logical.
- Any device owned by Kilgore College or used to connect to the Kilgore College network. These devices include computers (both stationary and mobile), printers, and communication devices.
- All software purchased by or used to support Kilgore College.
- All electronic data, including email, and the storage media on which the data resides (both stationary and mobile).
- Kilgore College credentials used to access licensed external resources.

Information Security – The practice of protecting information from unauthorized access, use, disclosure, disruption, modification, perusal, inspection, recording, or destruction.

Information Security Plan – Plan that contains administrative, technical, and physical safeguards to protect information resources.

Integrity – Accuracy and consistency of data over the entire life-cycle.
INFORMATION SECURITY PLAN

**Mitigate** – An effort to reduce loss by making a deficiency less severe and lessening the impact of potential damages.

**Remediate** – The act or process of correcting a fault or deficiency.

**Risk** – The likelihood that something will occur and cause harm to, or loss of, an information asset.

**Risk Assessment** – A systematic process of evaluating potential risk and impact from disruption of information resources.

**Security Incident** – A computer, network, or paper based activity which results (or may result) in misuse, damage, denial of service, compromise of integrity, or loss of confidentiality of a network, computer, application, or data; and threats, misrepresentations of identity, or harassment of or by individuals using these resources.

**Threat** – Anything that has the potential to cause harm.

**Vulnerability** – A weakness that could be exploited to endanger or cause harm to an information resource.

**Vulnerability Assessment** – The process of identifying, quantifying, and prioritizing (or ranking) the vulnerabilities in a system.
KILGORE COLLEGE TASB POLICY CONVERSION
Summary of Policy for Proposed Adoption by the Kilgore College Board of Trustees

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IN CONSIDERATION OF ADOPTION OF TASB LOCAL POLICY

Kilgore College Board of Trustees Policy and Personnel Committee Meeting Date:
November 17, 2021
Kilgore College Board of Trustees Meeting Date
December 13, 2021

Proposed LOCAL Policy for Adoption:
Section: B LOCAL GOVERNANCE
Policy: BA BOARD LEGAL STATUS

Summary of LOCAL Policy:
- The policy provides the official title of the Kilgore College Board. The Board is known as the Kilgore College Board of Trustees.

Procedures:
- None
The official name of the governing board of the junior college district shall be the board of trustees. *Education Code 130.082(b)*

The board of trustees shall constitute a body corporate and shall have the exclusive power to manage and govern the college district. *Education Code 1.001(a), 130.082(d), .084; Texas Ass'n of Steel Importers, Inc. v. Tex. Highway Comm'n*, 372 S.W.2d 525 (Tex. 1963)

**Extent of State and Local Control**

All authority not vested by Education Code Chapter 130 or by other laws of the state in the Coordinating Board or in the Texas Education Agency is reserved and retained locally in each of the respective public junior college districts or the governing board of such junior colleges as provided in the laws applicable. *Education Code 130.002*
The official title of the governing body of the College District shall be the Kilgore College Board of Trustees, herein referred to as "the Board."
KILGORE COLLEGE TASB POLICY CONVERSION

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Kilgore College Board of Trustees Policy and Personnel Committee Meeting Date:
November 17, 2021

Kilgore College Board of Trustees Meeting Date
December 13, 2021

Proposed LOCAL Policy for Adoption:
Section: B LOCAL GOVERNANCE
Policy: BBF Ethics

Summary of LOCAL Policy:
• The policy outlines a Board Statement of Ethics.
• The Statement of Ethics covers the following elements associated with serving as a College Board member: Service, Collaboration, Authority, Roles, and Teamwork.
• The Statement of Ethics was derived from The Association of Community College Trustees Guide to Ethical Governance.

Procedures:
• None
It shall be lawful for a local public official to serve as a member of the board of directors of private, nonprofit corporations when such officials receive no compensation or other remuneration from the nonprofit corporation or other nonprofit entity. Local Gov't Code 171.009; Att'y Gen. Op. DM-256(1993)

"Local public official" means a member of the governing body or another officer, whether elected, appointed, paid, or unpaid, of any district (including a school district), county, municipality, precinct, central appraisal district, transit authority or district, or other local governmental entity who exercises responsibilities beyond those that are advisory in nature. Local Gov't Code 171.001(1)
Statement of Ethics

As a member of the Board, I shall strive to improve community college education, and to that end I shall adhere to all state and federal laws, College District policies, and the ethical standards set out in this policy.

Service

I shall attend all regularly scheduled Board meetings insofar as possible and devote time, thought, and study to the duties and responsibilities of a Board member, so that I may render effective and creditable service.

I shall bring about desired changes through legal and ethical procedures, upholding and enforcing all applicable statutes, regulations, and court decisions pertaining to community colleges.

I shall establish and adhere to policies and practices prohibiting unlawful discrimination, including harassment on the basis of sex, gender, race, color, national origin, religion, age, disability, or any other basis prohibited by law.

Collaboration

I shall work with my fellow Board members in a spirit of harmony and cooperation and encourage the free expression of opinion in spite of differences that arise during vigorous debates of points of issue.

I shall base my personal decisions upon all available facts in each situation; vote my honest conviction in every case, unswayed by partisan bias of any kind; and abide by and uphold the final majority decisions of the Board.

Authority

I shall remember at all times that as an individual I have no legal authority outside the meetings of the Board, and to conduct my relationships with the College District staff, the local citizenry, and all media of the community on the basis of this fact.

I shall resist every temptation and outside pressure to use my position as a Board member to benefit myself or any other individual or agency apart from the total interest of the College District.

Roles

I shall recognize that it is as important for the Board to understand and evaluate the educational program of the College District as it is to plan for the business of College District operations.

I shall delegate the administrative matters of the College District to the College President and support the employment of qualified College District staff.

I shall welcome and encourage active cooperation by citizens, organizations, and the College District media by communicating with respect to policy on current College District operations and proposed future developments.
I shall speak with one voice as a Board member once a Board decision or policy is made.

I shall support state and national organizations in their efforts to benefit Texas community colleges, such as the Community College Association of Texas Trustees, the Texas Association of School Boards, and the Association of Community College Trustees.

I shall work step by step toward ideal conditions for the most effective College District Board service to my community, in a spirit of teamwork and devotion to public education as the greatest instrument for the preservation and the perpetuation of our representative democracy.

REFERENCE: derived from the Association of Community College Trustees Guide to Ethical Governance
KILGORE COLLEGE TASB POLICY CONVERSION
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IN CONSIDERATION OF ADOPTION OF TASB LOCAL POLICY

Kilgore College Board of Trustees Policy and Personnel Committee Meeting Date:
November 17, 2021
Kilgore College Board of Trustees Meeting Date
December 13, 2021

Proposed LOCAL Policy for Adoption:
Section: B LOCAL GOVERNANCE
Policy: BBG Compensation and Expenses

Summary of LOCAL Policy:
- The policy outlines that it is allowable for Board members to be reimbursed for reasonable expenses incurred when carrying out Board business and while attending meetings and conventions as official representatives of the Board.

Procedures:
- The Kilgore College Board of Trustees has designated budget allocations outlined in the College’s annual operating budget with funds necessary to conduct Board business and travel to conferences/meetings.
- This budget line is approved by the Board in conjunction with approval of the College’s annual operating budget.
- Board members may be reimbursed for mileage, commercial transportation, parking fees, taxi fares, hotel costs, meals and other incidental expenses.
- Board members requesting reimbursement will complete a travel reimbursement form (attached) and provide receipts, to the extent feasible, documenting expenses.
Members’ Expenses  Members of a board shall not receive any remuneration or emolument of office, but they shall be entitled to reimbursement for their actual expenses incurred in performing their duties, to the extent authorized and permitted by the board. *Education Code 130.082(d)*

Travel Services  An officer of a public junior college who is engaged in official business may participate in the comptroller’s contract for travel services. *Gov’t Code 2171.055(f); 34 TAC 20.406(b)(2)(E)*
Expense
Reimbursement

Board members shall be reimbursed for reasonable expenses incurred in carrying out Board business at the Board’s request and for reasonable expenses incurred while attending meetings and conventions as official representatives of the Board.

An amount for Board member travel expense reimbursement shall be approved in the budget each year.

Reimbursement shall be made by one of the following methods, as determined by the Board:

1. Reimbursement for use of personal car at the mileage rate currently approved by the Board, or the actual cost of commercial transportation, plus parking and taxi fares and expenses for lodging, meals, and other incidental expenses. Board members shall file a statement, and to the extent feasible, attach receipts documenting actual expenses for which reimbursement is requested.

2. A set amount approved in advance for reasonable expenditures to be incurred on a particular trip. This amount shall include travel, lodging, meals, and any other reasonably predictable expenditures. Board members shall file a statement, with receipts, accounting for amounts actually expended. Any excess shall be refunded to the College District.
Name and Address (please print) | Department

Business purpose of travel (include origin and destination of travel)

Business purpose of entertainment (include name(s) of guest(s) and location)

Additional comments

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<th>Day 1</th>
<th>Day 2</th>
<th>Day 3</th>
<th>Day 4</th>
<th>Day 5</th>
<th>Day 6</th>
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**SETTLEMENT OF EXPENSES**

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<th>Budget #</th>
<th>Amount</th>
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<tbody>
<tr>
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</tbody>
</table>

**TOTAL EXPENSES**

This should balance to the Total Expenses

Signature

Employee

Approved

 Supervisor

Date

REIMBURSEMENTS WILL BE PAID BY ACH TO THE PRIMARY BANK ACCOUNT SETUP FOR PAYROLL

Please note:
1) Receipts are required for all lodging expenses (regardless of amount)
2) Meals limited to $15.00 (alcohol not included)
   **“If business meal includes anyone besides employee submitting reimbursement, ALL Guests/participants must be listed.”**
KILGORE COLLEGE TASB POLICY CONVERSION

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IN CONSIDERATION OF ADOPTION OF TASB LOCAL POLICY

Kilgore College Board of Trustees Policy and Personnel Committee Meeting Date:
November 17, 2021
Kilgore College Board of Trustees Meeting Date
December 13, 2021

Proposed LOCAL Policy for Adoption:
Section: B LOCAL GOVERNANCE
Policy: BFA Qualifications and Duties

Summary of LOCAL Policy:
• The policy outlines that the Kilgore College President has the authority to delegate College responsibilities to other employees, but remains accountable to the Kilgore College Board for the performance of all duties.

Procedures:
• None.
Hiring Recommendations

The board shall be authorized to appoint or employ such agents, employees, and officials as deemed necessary or advisable to carry out any power, duty, or function of said board; and to employ a president, dean, or other administrative officer, and upon the president's recommendation to employ faculty and other employees of the junior college. *Education Code 130.082(d)*
Delegation

To the extent permitted by law, the College President may delegate responsibilities to other employees of the College District but shall remain accountable to the Board for the performance of all duties, delegated or otherwise.
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Proposed LOCAL Policy for Adoption:
Section:  B     LOCAL GOVERNANCE
Policy:   BFD    Retirement or Resignation

Summary of LOCAL Policy:
  • The policy outlines that the Kilgore College President may resign at any time that is mutually agreeable to the Kilgore College Board.

Procedures:
  • The Kilgore College President’s employment contract outlines specifics associated with resignation from the presidency.
Resignation

The College President may resign at any time mutually agreeable with the Board.
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Proposed LOCAL Policy for Adoption:
Section: B LOCAL GOVERNANCE
Policy: BFE Evaluation

Summary of LOCAL Policy:
- The policy outlines how and when the Kilgore College President will be evaluated.

Procedures:
- The Kilgore College Board of Trustees performs an annual evaluation of the Kilgore College President.
- The written evaluation is a compilation of all responses received from Kilgore College Board members and includes comments from the President's direct reports.
- The written evaluation is reviewed with the Kilgore College President typically during a January/February Board retreat.
Written Evaluation

The Board shall prepare a written evaluation of the College President at annual or more frequent intervals. The written evaluation instrument shall be based on the job description of the College President and performance goals and shall be adopted by the Board.

The Board shall furnish the College President with a copy of the completed evaluation and shall discuss the evaluation with the College President in a closed meeting in accordance with the Texas Open Meetings Act.

Objectives

The Board shall strive to accomplish the following objectives in completing the evaluation of the College President:

1. Clarify the College President's role, as seen by the Board.

2. Develop and sustain a harmonious working relationship between the Board and the College President.

3. Ensure excellence in the College District's administrative leadership by establishing appropriate performance objectives and priorities for the College President.

Informal Evaluation

The Board may at any time conduct and communicate oral evaluations to augment its written evaluations.
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Kilgore College Board of Trustees Meeting Date
December 13, 2021

Proposed LOCAL Policy for Adoption:
Section: B LOCAL GOVERNANCE
Policy: BH Administrative Rules and Regulations

Summary of LOCAL Policy:
- The policy outlines that it is the responsibility of the College President and administrative staff to develop and enforce procedures in order to implement Board policy.

Procedures:
- College procedures associated with implementing Board policy are known as "Administrative Rules."
- In addition to the Administrative Rules that are specifically tied to the implementation of Board policy, procedures for College operations are also found in the student handbook, college catalog and various other manuals, forms and any other documents defining standard operating procedures.
- The President and applicable Cabinet members bear the responsibility for ensuring that the College’s Administrative Rules are regularly reviewed and revised as necessary.
- In case of a conflict between Board policy and a College Administrative Rule, the Board policy will take precedence.
- College Administrative Rules are usually, but not always, linked to TASB local policy.
Development

The College President and administrative staff shall be responsible for developing and enforcing procedures for the operation of the College District. These procedures shall constitute the administrative regulations of the College District and shall consist of guidelines, handbooks, manuals, forms, and any other documents defining standard operating procedures.

The College President or designee shall ensure that administrative regulations are kept up to date and are consistent with Board policy. The College President or designee shall resolve any discrepancies among conflicting administrative regulations. In case of conflict between administrative regulations and policy, policy shall prevail.

No Board Action

Administrative regulations are subject to Board review but shall not be adopted by the Board.

Availability

All administrative regulations shall be made accessible to staff, students, and the public as required by law or Board policy.
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Proposed LOCAL Policy for Adoption:
Section: C BUSINESS AND SUPPORT SERVICES
Policy: CAK INVESTMENTS

Summary of LOCAL Policy:
- The policy serves to satisfy the statutory requirements of the Government Code Chapter 2256 Public Funds Investment Act (PFIA) to define and adopt a formal investment policy. This policy will be reviewed and adopted by resolution at least annually according to law.

- The policy establishes the President and the Chief Financial Officer as the investment officers of Kilgore College.

Procedures:
- The procedures for making investments remain the same as previously established as no substantial changes in policy have been made.
A college district must comply with the Public Funds Investment Act, Government Code Chapter 2256.

All investments made by investing entities, including college districts, shall comply with Government Code Chapter 2256, Subchapter A, and all federal, state, and local statutes, rules, or regulations. Gov't Code 2256.026

The governing body of an investing entity shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds under its control. The investment policies must be written; primarily emphasize safety of principal and liquidity; and address investment diversification, yield, and maturity and the quality and capability of investment management; and include:

1. A list of the types of authorized investments in which the investing entity’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the entity;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;
4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov’t Code 2256.005(a)–(b)

The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. Education Code 51.0032; Gov’t Code 2256.005(e)
As an integral part of the investment policy, the governing body shall adopt a separate written investment strategy for each of the funds or group of funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the entity;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of Government Code Chapter 2256. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity, until the expiration of the officer's term or the termination of the person's employment by the investing entity, or if an investment management firm, until the expiration of the contract with the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains the ultimate responsibility as fiduciaries of the assets of the investing entity. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity. Gov't Code 2256.005(f)

Government Code Chapter 2256 does not prohibit an investing entity or investment officer from using the entity's employees or the services of a contractor of the entity to aid the investment officer in the execution of the officer's duties under Government Code Chapter 2256. Gov't Code 2256.003(c)
Investment Training

Initial Training for Board Members and Investment Officer

Each member of the governing board of a state agency and its investment officer shall attend at least one training session relating to the person’s responsibilities under Government Code Chapter 2256 within six months after taking office or assuming duties. The Coordinating Board shall provide the training under Government Code 2256.007. The training must include education in:

1. Investment controls;
2. Security risks;
3. Strategy risks;
4. Market risks;
5. Diversification of investment portfolio; and
6. Compliance with Chapter 2256.

Gov’t Code 2256.007(a)–(c)

Biennial Training for Investment Officer

The investment officer shall attend a training session not less than once each state fiscal biennium and may receive training from any independent source approved by the governing body of the state agency. Gov’t Code 2256.007(d)

Training for Investment Officer and Other College Officials

The treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:

1. Attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least ten hours of instruction relating to the treasurer’s or officer’s responsibilities under Government Code Chapter 2256, Subchapter A within 12 months after taking office or assuming duties; and

2. Attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than ten hours of instruction relating to investment responsibilities under Chapter 2256, Subchapter A from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.
The training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with Government Code Chapter 2256.

Gov't Code 2256.008(a), (c)

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the entity's control over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
2. Whether the investment decision was consistent with the written investment policy of the entity.

Gov't Code 2256.006

An investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A required statement must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or

3. The investment officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Reports
Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the entity on the date of the report;

2. Be prepared jointly by all investment officers of the entity;

3. Be signed by each investment officer of the entity;

4. Contain a summary statement for each pooled fund group (i.e., each internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested) that states the:
   a. Beginning market value for the reporting period;
   b. Ending market value for the period; and
   c. Fully accrued interest for the reporting period;

5. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

6. State the maturity date of each separately invested asset that has a maturity date;

7. State the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and

8. State the compliance of the investment portfolio of the state agency or local government as it relates to the investment
strategy expressed in the agency's or local government's investment policy and relevant provisions of Government Code Chapter 2256.

If the entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officer under Government Code Chapter 2256 shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

_Education Code 51.0032; Gov't Code 2256.001, .002 (9), .023_

**Biennial Report**

The investment officer shall prepare a report on Government Code Chapter 2256, Subchapter A and deliver it to the governing body of the state agency no later than the 180th day after the last day of each regular session of the legislature. _Gov't Code 2256.007(d)_

**Selection of Broker**

The governing body of an entity subject to Government Code Chapter 2256, Subchapter A or a designated investment committee, shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity. _Gov't Code 2256.025_

**Authorized Investments**

Each governing body of a local government or a state agency may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with investment policies approved by the governing body and according to the standard of care set out in this policy. The governing body of an investing entity may specify in its investment policy that any investment authorized by Government Code Chapter 2256 is not suitable. Investments may be made directly by the governing body or by a nonprofit corporation acting on behalf of the governing body or an investment pool acting on behalf of two or more local governments, state agencies, or a combination of those entities.

In the exercise of these powers, the governing body of an investing entity may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made for such purpose may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of an investing entity by order, ordinance, or resolution.

_Gov't Code 2256.003(a)-(b), .005(j)_

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Except as provided below, the following are authorized investments under the Public Funds Investment Act:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

2. Direct obligations of this state or its agencies and instrumentalities;

3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the state of Texas, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

6. Bonds issued, assumed, or guaranteed by the state of Israel;

7. Interest-bearing banking deposits that are guaranteed or insured by:
   a. The FDIC or its successor; or
   b. The National Credit Union Share Insurance Fund or its successor; and

8. Interest-bearing banking deposits other than those described by item 7 if:
   a. The funds invested in the banking deposits are invested through a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Government Code 2256.025 or a depository institution with a main office or branch office in this state that the investing entity selects;
b. The selected broker or depository institution arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;

c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

d. The investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account the selected depository institution, an entity described by Government Code 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. 240.15c3-3).

Gov't Code 2256.009(a)

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;

2. Secured by obligations described by Government Code 2256.009(a) above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the
certificates, but excluding those mortgage-backed securities of the nature described by Section 2256.009(b); or

3. Secured in accordance with Government Code Chapter 2257 or in any other manner and amount provided by law for the deposits of the investing entity.

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Government Code 2256.010:

1. The funds are invested by an investing entity through a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Government Code 2256.025, or a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;

2. The broker or depository institution selected by the investing entity arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;

3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

4. The investing entity appoints the depository institution selected by the investing entity under paragraph a above or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Gov't Code 2256.010

The investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. Gov't Code 2256.005(c)

Repurchase Agreements

A fully collateralized repurchase agreement is an authorized investment under the Public Funds Investment Act if the repurchase agreement:

1. Has a defined termination date;

2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) or 2256.013 or, if applicable, 2256.0204;
3. Requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited with the entity or a third party selected and approved by the entity; and

4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) applies to the execution of a repurchase agreement by an investing entity.

A "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1) or 2256.013 or, if applicable, 2256.0204, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

Gov't Code 2256.011

A securities lending program is an authorized investment if:

1. The value of securities loaned must not be less than 100 percent collateralized, including accrued income, and the loan must allow for termination at any time;

2. The loan must be secured by:
   a. Pledged securities described by Government Code 2256.009;
   b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
   c. Cash invested in accordance with Government Code 2256.009, 2256.013, 2256.014, or 2256.016;
3. The terms of the loan require that the securities being held as collateral be pledged to the investing entity, held in the investing entity's name, and deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity; and

4. The loan must be placed through a primary government securities dealer, as defined by 5 C.F.R. 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

**Gov't Code 2256.0115**

A banker's acceptance is an authorized investment if the banker's acceptance:

1. Has a stated maturity of 270 days or fewer from the date of issuance;

2. Will be, in accordance with its terms, liquidated in full at maturity;

3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and

4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

**Gov't Code 2256.012**

Commercial paper is an authorized investment if the commercial paper:

1. Has a stated maturity of 365 days or fewer from the date of issuance; and

2. Is rated not less than A1-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies, or by one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

**Gov't Code 2256.013**
Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;

2. Provides the investing entity with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and

3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

A no-load mutual fund is an authorized investment if the mutual fund:

1. Is registered with the Securities and Exchange Commission;

2. Has an average weighted maturity of less than two years; and

3. Either has a duration of one year or more and is invested exclusively in obligations approved by Government Code Chapter 2256, Subchapter A, regarding authorized investments (Public Funds Investment Act) or has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Investments in no-load money market mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). In addition, the investing entity may not invest any portion of bond proceeds, reserves, and funds held for debt service, in no-load mutual funds.

Gov’t Code 2256.014

Guaranteed Investment Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;

2. Is secured by obligations described by Government Code 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and

3. Is pledged to the entity and deposited with the entity or with a third party selected and approved by the entity.
Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The governing body of the entity must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;

2. The entity must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

3. The entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) applies to the execution of a guaranteed investment contract by an investing entity.

Gov't Code 2256.015

Investment Pools

A public funds investment pool is an authorized investment if it meets the requirements of Government Code 2256.016 and 2256.019, including that the governing body of the entity authorizes the investment in the particular pool by rule, order, ordinance, or resolution, as appropriate. Gov't Code 2256.016, .019

Hedging Transactions

A hedging transaction is an authorized investment if an eligible entity meets the requirements of Government Code 2256.0206.

"Eligible entity" means a political subdivision, including a college district, that has:

1. A principal amount of at least $250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and

2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments
by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Gov't Code 2256.0206

The governing board of a public junior college district may invest funds received by the district from a lease or contract for the management and development of land owned by the district and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Property Code Title 9, Subtitle B (Texas Trust Code).

Funds invested by the governing board of a public junior college district under this section shall be segregated and accounted for separately from other funds of the district.

Gov't Code 2256.0207

In addition to the authorized investments permitted by Government Code Chapter 2256, Subchapter A, an institution of higher education may purchase, sell, and invest its funds and funds under its control in the following:

1. Cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986, 26 U.S.C. Section (f);

2. Negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and

3. Corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

Gov't Code 2256.020

Except as provided by Government Code Chapter 2270, an entity is not required to liquidate investments that were authorized investments at the time of purchase. Gov't Code 2256.017

Loss of Required Rating

An investment that requires a minimum rating under Government Code Chapter 2256, Subchapter A does not qualify as an authorized investment during the period the investment does not have the
Investment of Bond Proceeds and Pledged Revenue

The investment officer of a local government, including a college district, may invest bond proceeds or pledged revenue only to the extent permitted by Government Code Chapter 2256, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and

2. The local government's investment policy regarding the debt issuance or the agreement, as applicable.

"Pledged revenue" means money pledged to the payment of or as security for bonds or other indebtedness issued by a local government; obligations under a lease, installment sale, or other agreement of a local government; or certificates of participation in a debt or obligation.

Gov't Code 2256.0208

Investment of Debt Service Funds

A school district, including a junior college district, may enter into a contract with a term not to exceed seven years to purchase investments with the proceeds of taxes levied or to be levied by the district for the purpose of paying debt service on bonds issued by the district.

A contract under this section may provide for the purchase of investments at a stated yield or yields.

Before entering a contract under this section, a school district must solicit and receive bids from at least three separate providers. The district must accept the qualifying bid that provides for the highest yield investments over the term of the contract.

A contract under this section may provide only for the purchase of an obligation described by Government Code 2256.009(a)(1), other than an obligation described by Government Code 2256.009(b).

Education Code 45.112

General Deposits

The governing board of each institution of higher education may invest the funds received as general deposits authorized by Education Code 54.502 in the manner provided under either Education Code 51.003 or 51.0031. Education Code 54.5022
Sellers of Investments

A written copy of the investment policy shall be presented to any business organization offering to engage in an investment transaction with an investing entity. For purposes of this section, "business organization" means an investment pool or an investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio that has accepted authority granted by the entity under the contract to exercise investment discretion in regard to the investing entity's funds. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the investment policy of the entity; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a business organization that has not delivered to the entity the instrument described above.

Gov't Code 2256.005(k)–(l)

Donations

Government Code Chapter 2256, Subchapter A does not apply to an investment donated to an investing entity for a particular purpose or under terms of use specified by the donor. Gov't Code 2256.004(b)

Electronic Funds Transfer

Any local government, including a college district, may use electronic means to transfer or invest all funds collected or controlled by the local government. Gov't Code 2256.051

Private Auditor

Notwithstanding any other law, a state agency, including a college district, shall employ a private auditor if authorized by the legislative audit committee either on the committee's initiative or on request of the governing body of the agency. Gov't Code 2256.052
The College President, Chief Financial Officer, or other person designated by Board resolution shall serve as the investment officer of the College District and shall invest College District funds as directed by the Board and in accordance with the College District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

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

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
12. Corporate bonds, debentures, or similar debt obligations as permitted by Government Code 2256.020.

Safety

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

Investment Management

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

Liquidity and Maturity

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

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

Diversity

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

Monitoring Market Prices

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

Monitoring Rating Changes

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

**Funds / Strategies**

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

**Operating Funds**

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

**Custodial Funds**

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

**Debt Service Funds**

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

**Capital Project Funds**

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

**Safekeeping and Custody**

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

**Sellers of Investments**

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

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

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

Interest Rate Risk

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

The College District shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

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

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

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

Annual Review

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

Annual Audit

In conjunction with the annual financial audit, the College District shall perform a compliance audit of management controls on investments and adherence to the College District’s established investment policies.
I. Purpose and Scope
This rule establishes the Investment Strategy for Kilgore College, to serve as the targeted investment strategy for the College's investment portfolio.

II. Definitions
A. Investment Ladder - is a portfolio of fixed-income securities in which each security has a different maturity date. The purpose of purchasing several smaller bonds with varying dates of maturity rather than one large bond with a single maturity date is to minimize interest-rate risk, increase liquidity, and diversify credit risk.

B. Investment Portfolio – the College’s collection of financial investments.

C. Rate of return - is the net gain or loss of an investment over a specified time period, expressed as a percentage of the investment’s initial cost. When calculating the rate of return, you are determining the percentage change from the beginning of the period until the end.

D. Targeted Investment Strategy – the diversification of investments and durations of investments aimed to obtain a certain annual rate of return with a desired level of security.

E. Weighted Average Maturity - is the weighted average amount of time until the investments with maturity dates will come due.

F. Yield to Maturity – the rate of return until the full maturity date of an investment.

G. Yield to Call – the rate of return until the next call date of an investment.

III. Procedures
A. Development
The investment officer, College President, and CFO will analyze market conditions, projected cash flows, and resource needs to develop an investment strategy with a targeted rate of return.

B. Adoption
The investment strategy is proposed by the investment officers to the Finance – Investment - Audit Committee. After review and consideration, the Committee may modify, deny or approve the investment strategy. After action is taken, the Committee will report to the Board of Trustees the targeted investment strategy.
C. **Investment Strategy**
   The investment strategy will be attached as an appendix to this administrative rule. The investments made after adoption will be made to move the portfolio to the targeted investment strategy. The investment portfolio may take time to align with the targeted strategy as investments mature at different times and rates on investments are subject to market conditions.

D. **Reporting**
   In addition to the reporting required in the CAK - Investment Policy, the investment officers will report progress and status update on portfolio performance and the implementation of the targeted strategy to the Committee in conjunction with the legally required reporting. The reports will also include key metrics such as yield to maturity, yield to call, and weighted average maturity.

E. **Adjustments**
   If market conditions require deviation from the targeted investment strategy. The investment officers must report the deviation and reason to the Committee. If the market conditions are expected to continue, a revision to the targeted investment strategy should be considered.
## Kilgore College Administrative Rule: Investment Strategy

### Appendix

<table>
<thead>
<tr>
<th>Funds Invested</th>
<th>IBC</th>
<th>LGIP</th>
<th>CD 30-day</th>
<th>CD 60-day</th>
<th>CD 90-day</th>
<th>CD 6Mo</th>
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IBC - Interest bearing checking  
LGIP - Local government investment pool (TEXPOOL)  
CD - Certificate of deposit  
GO - U.S. Government obligations  
N-L MF - No load mutual funds
Mission Statement

Kilgore College provides a learner-centered environment that focuses on student access, success and completion via collaborative partnerships.

- Kilgore College promotes **access** through its open-door admission, distance learning opportunities, dual credit courses, developmental education, continuing education, and comprehensive financial aid programs.
- Kilgore College promotes **success** through high quality innovative instruction and holistic student support services and activities.
- Kilgore College promotes **completion** by providing a foundation for students to flourish either through university transfer or entry into the workforce as highly skilled and technologically advanced employees.
- Kilgore College leads and promotes **partnerships** through outreach to area schools and universities, small business/entrepreneurial expansion, adult education and literacy, responsiveness to economic development needs, and promotion of social and cultural advancement.

*The mission statement of Kilgore College is consistent with the Texas Education Code 130.0011, which states that the mission of public junior colleges shall be two-year institutions primarily serving their local taxing districts and service areas in Texas and offering vocational, technical, and academic courses for certification or associate degrees, as well as continuing education, remedial and compensatory education consistent with open-admissions policies.*
### JOB/PROJECT

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<tr>
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<th>Quantity</th>
<th>Rate</th>
<th>Total</th>
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<tbody>
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<td>Provide demolition of the building at 519 Laird Street in Kilgore, Texas. Demolition activities will provide the following: Provide the demolition permits within the City of Kilgore, asbestos survey and any abatement provided by the owners representative, assist the owner's representative in getting utilities marked and disconnected prior to demolition if possible, provide all rental site fencing for the duration of the job, submit a 10 working day notification to the State prior to beginning demo, supply and install silt-fencing where needed prior to demolition and provide the building demolition including all structural items, parking lot concrete, asphalt and all piping for utilities. We will remove the following trees as part of the demolition 1-14&quot; Magnolia, 1-24&quot; Cedar, 1-20&quot; Chinese Tallow, 1-28&quot; Elm Tree, 1-30&quot; Water Oak. All tree roots will be excavated where possible or ground below grade if required. The existing sewer tap and water supplies will be cut and capped on the perimeter of the demolition. Once all of the building and surrounding paving is removed we grade the entire lot smooth prior to supplying and installing seeding over the entire lot with temporary watering off a supplied tap and water provided by the college. All material that is removed will be properly disposed of and all scrap metal and materials, appliances, etc will be removed and salvaged by demolition contractor.</td>
<td>1</td>
<td>26,900.00</td>
<td>26,900.00</td>
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</table>

**Proposed cut is good for 30 days**

**Please see discount information below**

---

| Subtotal     | $26,900.00 | Sales Tax (0.0%) | $0.00 | Total         | $26,900.00 |

1% DISCOUNT IF PAID IN FULL Net 15 DAYS
FW: Recommendation for ETPA Classroom Building Renovation Contract

From: Mike Jenkins
Sent: Friday, November 12, 2021 11:49 AM
To: Brenda Kays <BKays@kilgore.edu>
Subject: Recommendation for ETPA Classroom Building Renovation Contract

Dr. Kays,

Please accept this email as a recommendation to enter into a contract with Riley Harris Construction (RHC) for the following:

ETPA Classroom Renovation to expand restrooms and office space per KC CSP#2021-ETPA002 specifications, Option A - $98,500
Replacement of Exterior Façade: $27,900
Total contract: $126,400

A review team consisting of D'Wayne Shaw, Joe Cassin, and Jeff Williams reviewed the two proposals received and scored RHC as the top contractor. Additionally, the proposal received from RHC was the lowest cost for Option A as well as the replacement of the exterior façade. The second proposal was received from Ponco Construction with a total cost of $180,500.

The work to be performed under the contract will include:
- Renovations to and expansion of the restroom facilities
- Enclosing of an existing covered area and installation of doors/window
- Creation of a new office space to include HVAC and electrical upgrades
- Installation of floor coverings/coatings
- Painting of the entire interior space
- Replacement of the entire exterior metal façade

Approximately $97,000 of the project cost will be covered by the AEP-SWEPCO grant and the balance will be paid from the capital improvement and/or departmental budgets.

Please let me know if you have any questions or would like any further information.

Thanks,

DR. MICHAEL W. JENKINS
Executive Vice President
Internal Collaboration & Strategic Initiatives
Office: (903) 963-8168
Fax: (903) 963-8697
Web: www.kilgore.edu

KILGORE COLLEGE
Your Future Starts Here!
Kilgore College Board of Trustees

Justification of Approval of Disposal of Unnecessary Property for Less than Fair Market Value

This form must be used when asking the Kilgore College Board of Trustees to approve an alternate method of disposal of unnecessary property for less than fair market value. The Board shall determine that the conveyance is not gift of public funds by making the following findings:

A: The predominant purpose of the alternative method of disposal is to accomplish a public purpose, not to benefit private parties;

Justification: The Kilgore Historical Preservation Foundation (KHPF) is a 501c3. Their mission is to promote, protect, and preserve the heritage of Kilgore, TX. KHPF officers have advised KC that if the Board were to donate the items to KHPF, they would be displayed at or near the World's Richest Acre for all to see. Therefore, the donation would be accomplishing a public purpose and not benefit private parties.

B: The Board shall retain sufficient control over the disposed items to ensure the public purpose is accomplished and to protect the public's investment; and

Justification: The College, upon Board approval, will ask Leigh Porter (college attorney) to draw up an agreement between KHPF and KC outlining this transaction including a waiver of liability.

C: The College District shall receive a return benefit.

Justification: The College will foster good will by helping KHPF achieve their mission.

Signature: ___________________________  Signature: ___________________________

Date: 2/21/2022  Date: 2/21/2022

Chair of Kilgore College Property and Facility Board Committee  Kilgore College Board of Trustees President

Effective 11/17/2021
Dear Dr. Jenkins:

Johnson & Pace Incorporated (JPI) appreciates the opportunity to submit the following proposal and agreement for professional engineering/architectural services for the above-referenced project. We believe you will benefit greatly by the multi-disciplined services JPI can provide. Your project will receive the quality of service our clients have appreciated over the many years of our service.

This letter serves as the agreement for the consulting services. Our understanding of the project and the following scope of services is based on our meeting with you onsite on August 19, 2021 and subsequent emails.

1. **Scope of Services**

Basic Design Services – JPI will provide structural, mechanical, electrical, plumbing engineering and architectural design services for the proposed renovations to Cruce Stark Hall (Stark) located at 600 Nolen Street, Kilgore College Campus. Stark is a residence hall constructed in 1969-70 and is an eight-story structure (excluding penthouse) containing about 210 resident rooms and ground floor common areas.

The design will be based on the partial drawing set (existing drawings) prepared by Allen & Guinn A.I.A., commission number 69C2, sheets A1-A10, S1-S8, and un-numbered MEP sheets, all provided to JPI by the Client. The facility construction is load-bearing masonry and concrete-plank structure clad in brick and glass.

The scope of services includes development of an already-proposed design (design concept) in which the toilet/shower rooms at the core of each of the seven residence floors will be renovated from their existing group-use to become seven or eight individual compartments, each containing a toilet, shower, and lavatory. Design is to be developed such that a single floor can be renovated as a stand-alone project apart from the others.

Based on our current understanding of the building and the proposed project, JPI is of the opinion that aside from work on the ground and penthouse levels needed to establish system waste and venting, and aside from minor tie-in work on immediately adjacent floors, a series of repetitive, stand-alone projects is possible given proper sequencing.

It is understood and agreed:

1) That seven floors of the existing building are substantially identical and that they may be addressed as such in the design and drawings.
2) The project will be phased over several, possibly 7, construction cycles. Bidding and Construction Administration services included herein are for the First Phase of construction. Services for additional phases will be established as Addendums to this Agreement.
3) Work on Ground Floor and Penthouse will be addressed simultaneously with the First Phase of the resident floors to be renovated.
4) Future phases may require some adjustments as existing conditions are uncovered and field adjustments made during First Phase construction.
5) Selective non-destructive and destructive testing may be requested to confirm information shown on the original construction documents. The costs of these services are by Client.

B. Architectural Design
Services will include design development, contract documentation, bidding assistance and contract (for construction) administration for the described project.

1) We propose to:
(a) Meet with the Client to review the needs, objectives, and goals of the project (One meeting)
(b) Visit the site to confirm, by observation, the general accuracy of information on the existing drawings as it applies to the proposed design concept.
(c) Perform due diligence and code research applicable to the project (One meeting with City)
(d) Develop the design concept to research, select, and illustrate systems and materials of the project and their coordination.
(e) Meet with the Client to review and obtain approval of the developed design. The approved documentation, with comments, will become the basis for the Construction Documentation of the project. (One meeting)
(f) Visit the site to observe additional existing conditions identified during design development that are needed for construction drawings.
(g) Develop construction drawings for permitting and construction of the project.
(h) Review construction drawings with the Client. (One meeting)
(i) Submit construction documents to the Authority Having Jurisdiction (AHJ) and to a Registered Accessibility Specialist (RAS) for mandatory plan reviews. Note that the fees associated with review(s) are a reimbursable expense and not included in the Compensation for Basic Services.
(j) Respond to reasonable Requests-for-Information (RFI) during bidding of project (one bidding cycle).

2) Construction drawing deliverables for this project are anticipated to include:
(a) Cover Sheets and Accessibility Reference Drawings
(b) Demolition Plan
(c) Floor Plans
(d) Ceiling Plans
(e) Enlarged Floor Plans
(f) Finish Plans if applicable.
(g) Schedules of Room Finishes, Doors & Frames, Interior partitions
(h) Cross and/or Transverse Sections
(i) Interior Elevations and Details
(j) Wall Sections and Details
(k) Technical Specifications noted on drawings.

3) The Client shall:
(a) If required by AHJ, engage the services of a Third-Party Energy Code Compliance Consultant/Tester (Energy Consultant) for the project as required by the International Energy and Conservation Code.
(b) Furnish to JPI for use in the development of design and construction drawings, all necessary information about proposed built-in equipment and any additional information necessary to develop construction drawings. JPI will not proceed with engineered drawings until all equipment information has been provided.
(c) Pay review fees for AHJ and RAS reviews.

4) Bidding Assistance – During the bidding period JPI will:
(a) Assist Client to solicit up to four responsible Contractor/Bidders
(b) Write Supplemental Conditions, Instructions to Bidders, Bid Form
(c) Make Bidding Documents accessible to Bidders via share site or other acceptable means
(d) Issue addenda to Bidders
(e) Conduct a Pre-Bid meeting at the site, of the Bidders and the Client to discuss project issues (One meeting)
(f) Collect, open, and evaluate bids and make recommendation based on available information, to Client for award of Contract
(g) Assist the Client in filing out AIA Contract for Construction

5) Contract Administration – during the construction period, which is assumed to be four (4) months, JPI will assist the Client in administering the Contract for Construction (one project of stated duration). Unless
otherwise waived by mutual agreement, JPI will:
(a) Issue a Notice-To-Proceed to the Contractor
(b) Conduct a Pre-Construction Meeting with the Client and Contractor (One meeting)
(c) Process Contractor’s monthly Applications for Payment (four applications)
(d) Review Contractor submittals as specified in contract documents
(e) Respond to reasonable Requests-For-Information and issue clarifications and supplemental instructions
(f) Process approved Request-For-Proposals and Change-Orders
(g) Coordinate bi-weekly visits to the Site to observe the progress and general quality of the work (6 visits).
(h) Conduct progress meetings at the site and concurrent with bi-weekly site visits (8 meetings).
(i) Conduct a walk-through tour upon substantial completion and issue a Certificate of Completion and Punch List of work remaining to be completed or corrected for each of: (One visit, Certificate, and list)
(j) Conduct a final walk-through visit to observe that work identified on punch list has been completed and process Contractor’s final Application for Payment (one visit)
(k) Assist Client in collecting close out documents from Contractor

6) Exclusions:
(a) Project General Requirements or Contract Conditions – as these are assumed to be standard for the Client.
(b) It is our understanding that insofar as the building thermal envelope is not affected by this project, no envelope design or compliance is required. No energy design is included in the architectural scope of services.
(c) Contract Administration services in excess of four months will be billed by hour and expense, to the Client unless otherwise negotiated
(d) Selecting and specifying furniture, accessories and decoration.
(e) Design and documentation services not specifically listed above.
(f) See Article ‘Additional Services’ below for items excluded from scope of architectural services.

C. Structural Design
1) Structural Design – Services will include evaluating the existing structure for proposed remodel.

D. Mechanical, Electrical & Plumbing (MEP) Design
The MEP scope of work includes performing design services as outlined below:
1) Mechanical Design - The mechanical design will consist of the following:
(a) All necessary calculations including ventilation, heating, cooling and energy conservation requirements.
(b) Production of mechanical construction documents which will include mechanical floor plans, mechanical roof plans (if required), equipment schedules, and details, as required.
(c) The mechanical design will be in compliance with the latest adopted edition of the IMC, the IECC, and local requirements.

2) Electrical Design - The electrical design will consist of the following:
(a) All necessary calculations including load and energy conservation.
(b) The drawings will include power plans, lighting plans, panel and lighting schedules, and details, as required.
(c) The electrical design will be in compliance with the latest adopted addition of the NEC, the IECC, and local requirements.

3) Plumbing Design - The plumbing design will consist of the following:
(a) All necessary calculations including DFU, WSFU, natural gas (if required) and energy conservation requirements.
(b) Production of plumbing construction documents will include plumbing floor plans which include water, sewer, and natural gas (if required). Also included are details as required and equipment schedules.
(c) The design shall be in compliance with the latest adopted edition of the IPC, IFGC, IECC, and local requirements.

4) Bidding and Negotiation services include responding to all RFI’s issued by bidders during this phase of the project.

5) Construction Administration & Observation Services:
(a) Review and respond to all MEP related RFI’s
(b) Review MEP submittals such as shop drawings, product approval, etc.

6) Exclusions:
(a) Low voltage system design is limited to specifying cabling for data, telephone, and television only as
directed by the owner's low voltage vendors. The design of actual telephone systems, audio systems, computer systems, etc. is not included. Designated locations for these systems will be agreed upon and j-boxes for cabling will be specified for the designated locations and the appropriate cables will be specified.

(b) Systems designed by consultants other than JPI:
(i) Fire alarm systems
(ii) Fire protection systems (sprinkler)
(iii) Security and surveillance systems

E. Additional Services – The following items are those not included under Basic Design Services (as described above) and will be performed when authorized by the Client. Compensation for the additional services shall be in accordance with the current fee schedule unless otherwise arranged. Examples of some additional services are described below:
1) Architectural renderings.
2) Owner's internal signage system, except for required signage at rest room facilities.
3) Owner's Security, security access control and surveillance systems.
4) Providing detailed estimates of construction costs or detailed quantity surveys of material, equipment and labor.
5) Fire Suppression System design.
6) Record drawings including Contractors construction deviations from original issued documents.
7) LEED Certification
8) Additional Engineering, Architecture and Surveying Services

2. Compensation for Basic Services

The compensation for this project will be a lump sum fee of:

Remodel Design Phase Services - $83,400.00
Construction Administration Services (First Phase) - $22,400.00

Plus reimbursable expenses.

JPI will submit invoices on the first of each month. Payment will be due within thirty (30) days of the date of the invoice. As a material part of this proposal, all invoices over thirty (30) days old shall incur interest at the rate of one-half (1/2) percent per month. In addition, Design Professional may, without liability, after giving seven days written notice to Client, suspend services under this Agreement until Design Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3. Evaluation, Renovation & Rehabilitation

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made concerning existing conditions, and because some of these assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building, the Client agrees that, except for negligence on the part of Architect/Engineer, the Client will hold harmless, indemnify and defend Design Professional for and against any and all payments, expenses and costs involved, arising out of the professional services provided under this Agreement. The Client further agrees that Design Professional is not responsible for hidden latent defects.

4. Authorization

If any portion of this proposal appears to be either overly comprehensive or less than adequate for your needs at this time, we would welcome the opportunity to discuss the scope of work and modify it in accordance with your instructions. If this Agreement meets your approval, please sign on the space provided below, and return a copy to our office. Your signature will serve as acceptance of this Agreement and "Notice to Proceed".

Johnson & Pace Incorporated appreciates the opportunity to work with you on this project. If you have any questions regarding this Agreement, please call.

Sincerely,
Richard W. Lewis, P.E., S.E., LEED AP
Johnson & Pace Incorporated

Enclosures: Exhibit 'A' Fee Schedule Sheet, Exhibit 'B' Terms and Conditions

ACCEPTANCE AND NOTICE TO PROCEED

AGreed to, this ______ Day of ________________________, 2021

BY: ___________________________ (Signature) ___________________________ (Printed)

TITLE: ___________________________________________________________________

ENTITY: ___________________________________________________________________

(Signature acknowledges agreement with Exhibit A – Fee Schedule Sheet & 'B' Terms and Conditions)
### Exhibit ‘A’ – Fee Schedule

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<th>Position</th>
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<td>COST</td>
</tr>
<tr>
<td>FILING/RECORDING FEES</td>
<td>COST</td>
</tr>
<tr>
<td>OUTSIDE CONSULTANTS</td>
<td>COST</td>
</tr>
<tr>
<td>OVERNIGHT MAIL</td>
<td>COST</td>
</tr>
</tbody>
</table>

*These rates may be increased to current rate schedule 1 year from date of agreement.*
PARTIES AND SCOPE OF WORK: "Consultant" or "Design Professional" or Johnson & Paco Inc. (JPI) shall include said company, or its particular division, subsidiary, or affiliate performing the work.

"Work" means the specific surveying, engineering design, architectural, or other services performed by JPI for client as set forth in JPI's proposal or at client's direction.

"This agreement" consists of JPI's proposal or purchase order, JPI's Schedule of Fees, if applicable, client's written acceptance thereof if accepted by JPI, a stated contract, and these General Conditions.

"Client" refers to the person or business entity ordering the work to be done by JPI. If client is ordering the work on behalf of another, client represents and warranties that client is the duly authorized agent of said party for the purpose of ordering and directing said work and in such case, the term "client" also includes the principal for whom the work is being performed. Prices quoted and charged by JPI for its work are predicated upon the conditions and the allocations of risks and obligations expressed in this agreement.

Unless this agreement specifically provides that JPI is to perform its work pursuant to specified Federal, State, or local regulations, client assumes sole responsibility for determining whether the quantity and nature of the work ordered by client is adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom client transmits any part of JPI's work product(s). JPI shall have no duty or obligation to any other party other than those duties and obligations expressly set forth in this agreement. Ordering work from JPI shall constitute acceptance of the terms of this agreement.

RESPONSIBILITY: Work shall not include determining, supervising or implementing the means, methods, techniques, or procedures of construction; nor evaluating, reporting, or affecting job conditions or hazards affecting health, safety, or welfare, unless specifically required in the scope of work. JPI's work or failure to perform same shall not in any way excuse client or any contractor, subcontractor, or supplier from performance of its responsibilities in accordance with this agreement or the contract documents.

LEVEL OF DEVELOPMENT: The Level Of Development (LOD) of documents, CAD and BIM model, as defined by AIA document E203, shall be between 200-300, typical for construction documentation. At this level contractors generally are able to estimate costs, obtain most quantities and follow typical and unique details used for construction. It is not meant to be used to obtain computer takeoff for quantities, precise lengths of materials or 3D locations. Some information in the electronic files may be two-dimensional representations and not accurately modeled.

OWNERSHIP OF DOCUMENTS: All documents including Drawings and Specifications prepared or furnished by JPI's independent professional associates and consultants are instruments of service and JPI shall retain all ownership and property interest therein, even if Work was never completed. Any reuse without written verification or adoption by JPI for the specific purpose intended will be at Client's sole risk. All electronic copies of the project will be provided in PDF format. CAD compatible electronic copies, if permitted, may be purchased from JPI at a separate negotiated fee.

FIDUCIARY RESPONSIBILITY: JPI cannot, will not, and does not guarantee that actual project or construction costs will not vary from estimates of probable cost prepared or expressed by them. The Client confirms that neither the Consultant nor any of the Consultant's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the Consultant or any of the Consultant's subconsultants or subcontractors, as a consequence of the Consultant's entering into this Agreement with the Client.

SCHEDULING OF WORK: The work as set forth in JPI's proposal will be accomplished in a timely and diligent manner by JPI personnel. If JPI is required to delay any part of its work to accommodate the requests or requirements of client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of JPI, additional charges may be applicable, which client agrees to pay in accordance with JPI's current Rate Schedule.

SITE ACCESS, RESTORATION, & DUTY TO NOTIFY: Client will arrange and provide access to each site upon which it will be necessary for JPI to perform its work. In the event work is required on any site not owned by client, client represents and warrants to JPI that client has obtained all necessary permits for JPI to enter upon the site and conduct its work. Client shall, upon request, provide JPI with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to JPI. Any work performed by JPI to obtain permission to enter upon and do work on the lands of others, as well as any work performed by JPI pursuant to this agreement, shall be deemed as being done on behalf of client and client agrees to assume all risks thereof. JPI shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment; however, JPI has not included in its fee the cost of restoration of damage that may occur. If client or the possessor of any interest in any site desires or requires JPI to restore site to its former condition, upon written request of client, JPI will perform such additional work as is necessary and client agrees to pay JPI the cost thereof plus JPI's normal mark-up for overhead and profit. JPI shall be under no obligation to inform other parties of its activities or discoveries, and shall not be held liable, even if negligent in doing so. Client further recognizes that knowledge of such suspected actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to institute legal action against client and/or others.

CLIENT'S DUTY TO NOTIFY CONSULTANT: Client represents and warrants that it has advised JPI of any known or suspected hazardous materials, utility lines, underground or overhead structures, and pollutants at any site at which JPI is to do work hereunder, and unless JPI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to release, defend, indemnify and hold harmless JPI from all claims, suits, losses, costs, and expenses ("damages"), including reasonable attorney fees as a result of personal injury, death, or injury to client's property or other property, occurring with respect to JPI's performance of its work and resulting from or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to JPI by client regardless of whether or not such damages are the result of JPI's negligence in whole or in part.

PAYMENT: Client shall be invoiced periodically for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the maximum interest rate permitted under applicable law, until paid. Client agrees to pay JPI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. JPI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein JPI waives any right to a mechanic's lien, or any provision conditioning JPI's right to receive payment for its work upon payment to client by any third party. These general conditions are notice, where required, that JPI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of JPI from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to the Compensation for Basic Services and shall include but not be limited to the following reasonable out-of-pocket expenses directly related to this project: mileage, printing, photocopying, plotting, drawing reproductions, express mail, messenger services, relocation, permit application fees, filing fees, outside consultant's fees.

HOURLY RATES: Hourly rates are listed on the enclosed fee schedule or face of the purchase order. The hourly rates of JPI personnel have an important bearing on the project fees. These rates are reviewed annually to reflect current levels of experience, specialization, and training; level of professional attainment; changes in overhead costs; fees customarily charged in the community for similar services; and other important factors.

PROJECT FEES AND ESTIMATES: JPI keeps records of the time devoted to Client's project, including design time, meetings with Client or other parties (in person and by telephone), research and analysis, document preparation and revision, applicable travel, administrative tasks associated with the project, and other related matters. These records, along with hourly fees, are used to invoice the Client.

Cruce Stark Hall – Restroom Remodel
Union Plaza I 281 NW Loop 380 Suite 160 Longview, Texas 75604 903.753.0663 voice 903.753.3895 fax 903.753.8807 www.johnsonpacc.com Page 7 of 8
Clients often request an estimate of the fees and costs likely to be incurred in connection with a particular project. Whenever possible, JPI will furnish such an estimate based upon professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated. If the cost of a project changes by more than 10% of the estimated cost, JPI will contact the Client for approval before proceeding.

ADDITIONAL SERVICES: Additional services or work are those services not included under Basic Services or Scope of Work (as specifically described in the agreement) and will be performed when authorized by the Client. Compensation for the additional services shall be in accordance with the current fee schedule unless otherwise arranged. Some typical examples of additional services are described as follows:

1. Revisions to design drawings or specifications due to changes in project scope, concept, interior or architectural requirements.
2. Revisions beyond the client approved design development documents.
3. Providing financial feasibility or other special studies.
4. Preparing documents for alternate bids or out-of-sequence services requested by the Client.
5. Providing detailed estimates of construction costs or detailed quantity surveys of material, equipment, and labor.
6. Construction Observation Services, unless specifically noted in scope above.
7. Construction Staking.

CONSULTANT’S LIABILITY: To the fullest extent permitted by law, Client and Consultant

1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, indirect, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and

2) agree that Consultant’s total liability to Client under this Agreement shall be limited to $10,000 or the total amount of compensation received by Consultant, whichever is larger.

PROJECT SUSPENDED AND/OR ABANDONED: If the project is suspended for more than sixty (60) days or abandoned in whole or in part, the Consultant shall be paid all compensation due for "Basic Services” and "Additional Services" performed prior to receipt of written notice from the Client of suspension or abandonment, together with Reimburseable Expenses then due. If the Client cancels the suspension on a project, the Client and JPI will negotiate an equitable adjustment to the fee and/or schedule if the suspension results in added time to reacquaint and familiarize the designer with the project design and reorganizing the work schedules.

TERMINATION: The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party. The Consultant may terminate the services under this Agreement upon seven (7) days written notice if the Consultant believes that he/she is being requested by Client to furnish or perform services contrary to Consultant’s responsibilities as a licensed professional. The Consultant may also terminate the services under this Agreement upon seven (7) days written notice if the Consultant’s services for the Project are delayed or suspended for more than thirty (30) days for reasons beyond Consultant's control. The Consultant shall have no liability to Client on account of such terminations. This Agreement will not be terminated if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if the extent such substantial failure cannot be reasonably cured within thirty (30) days of such notice, then the parties agree that the notice period shall extend up to, but no more than thirty (30) days after the date of receipt of the notice. In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due plus reasonable attorneys fees, court costs, and other expenses incurred by the Consultant for such collection action. In addition, the reasonable value of the Consultant’s time and expenses spent for such collection action, computed according to the Consultant’s prevailing fee schedule and expense policies.

SUCCESSORS, ASSIGNS, AND BENEFICIARIES: Client and Consultant each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives of such other party, in respect of all contracts, agreements, and obligations of this Agreement. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, except to the extent that any assignment or transfer is mandated or restricted by law. Unless specifically indicated to the contrary in any written contract to an assignee, no assignment will release or impair the assignor from any duty or responsibility under this Agreement.

CONTRACTOR’S SAFETY AND PERFORMANCE: Johnson & Pace will not be responsible for construction means, methods, techniques, sequences or procedures, safety precautions, or programs in connection with the work, and shall not be responsible or liable for the Contractor’s failure to perform the work for this part of the project in accordance with the Contract Documents.

CERTIFICATE OF MERIT: The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State of Texas. This Certification shall:

1) contain the name and license number of the certifier
2) specify the acts or omissions that the certifier considers are not in accordance with the standard of care for a consultant performing professional services under similar circumstances; and
3) state in detail the basis for the certifier’s opinion that such acts or omissions do not conform to the standard of care.

This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation, or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

STANDARD OF CARE: Engineering, architecture, and surveying services performed by JPI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

MEDIATION AND VENUE: If a claim or controversy should arise, and the parties have not been able to resolve the claim or controversy by negotiation, then in that event the parties shall endeavor to settle the claim or dispute by mediation under the Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes. A neutral third party will be selected from the CPR panel of neutrals. If the parties encounter difficulty in agreeing on a neutral third party, they will seek the assistance of CPR in the selection process. Mediation under this proposal will commence within thirty (30) days of the notice of dispute given by either party. All of this proposal's terms and provisions, including, but not limited to mediation, shall be enforceable in Longview, Gregg County, Texas.

ATTORNEY FEES: In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff, court costs, attorney's fees, and all other related expenses in such litigation. In the event of an non-adjudicative settlement of litigation between the parties or a resolution of dispute by mediation or arbitration, the term "prevailing party" shall be determined by that same process.

WITNESS FEES: JPI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay JPI pursuant to JPI's then current fee schedule for any JPI employee subpoenaed by any party as an occurrence witness as a result of JPI's work.

TITLES: The titles or paragraph headings used in this agreement are for general reference only, are not part of the agreement, and shall not be construed as limiting the meaning of the provisions contained herein.

ENTIRE AGREEMENT: This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, understandings, or promises have been made other than and except those expressly contained herein. This agreement may be amended, modified, or terminated only by a written instrument signed by each of the parties hereto. In the event any of the provisions of these general conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
December 6, 2021

Johnson & Pace Agreement for Stark Hall Restroom Remodel

The Proposal and Agreement for Professional Services related to the Stark Hall restroom remodel project totaling $105,800 plus reimbursable expenses does not require a Request for Proposals and falls under the Professional Services Procurement Act.

Acknowledged by:

[Signature]

Terry A. Hanson

12-6-2021

Date
## Financial Impact

The additional funds will allow the replacement of an electrical transformer and installation of additional fire alarms.

### Description

<table>
<thead>
<tr>
<th>Account #</th>
<th>Account Name</th>
<th>Previous Budget</th>
<th>Revised Budget</th>
<th>Budget Change</th>
<th>Use of Reserves</th>
<th>Plant Reserves - FCA Projects</th>
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<td>22-BA02</td>
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</table>

December 24, 2021

Budget Amendment

Kilgore College
Diversity
Kilgore College embraces and is committed to a diverse culture, including diverse thoughts (ideas, values, and perceptions). We respect and value everyone regardless of race, ethnicity, gender, sex, age, national origin, religion, ability status, sexual orientation, socioeconomic status, education, marital status, language, and physical appearance.

Equity
Kilgore College is devoted to building safeguards for all individuals by promoting fair treatment; removing barriers; creating access, opportunity, and advancement; and improving equity with procedures and processes for students, faculty, staff, and community.

Inclusion
Kilgore College does not tolerate discrimination of any kind. Our values of inclusion are ensuring that all individuals are treated with dignity and respect, celebrating freedom of authenticity, and providing a strong and supportive atmosphere. Our inclusive environment embraces differences and offers respect in words and actions for all people. We are committed to these values.

DEI Statement
Kilgore College is unswerving in preserving a community of diversity, equity, and inclusion. We are passionate about all students, faculty, staff, and other stakeholders who make up the college system. Our passion is fueled by the desire to welcome all with open arms regardless of race, ethnicity, gender, sex, age, national origin, religion, ability status, sexual orientation, socioeconomic status, education, marital status, language, physical appearance, and diverse thoughts. We are steadfast in keeping our culture centered on respecting the uniqueness of all and destroying barriers. Kilgore College is resolute in its pledge to true Radical Hospitality by focusing on Diversity, Equity, and Inclusion. We are Kilgore College!
RESOLUTION NO. R-2022-3
A RESOLUTION OF THE KILGORE COLLEGE
BOARD OF TRUSTEES
NOMINATING CANDIDATES
FOR
THE UPSHUR COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS

WHEREAS, those eligible taxing units participating in the Upshur County Appraisal District have the right and responsibility to nominate from one to five candidates(s) to fill the five (5) positions of the Board of Directors of the Upshur County Appraisal District for 2022-2023 term and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; now, therefore

BE IT RESOLVED, by the Kilgore College Board of Trustees that the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Upshur County Appraisal District to be filled by those eligible taxing units participating in the Upshur County Appraisal District for a two-year term of office commencing on January 1, 2022:

John Ussery (nominated by the City of Gladewater)

PASSED, ADOPTED AND APPROVED this 14th day of December, 2021.

President, Kilgore College Board of Trustees

ATTEST:

Secretary, Kilgore College Board of Trustees
RESOLUTION NO. R-2022-4
A RESOLUTION OF THE KILGORE COLLEGE
BOARD OF TRUSTEES
NOMINATING CANDIDATES
FOR
THE GREGG COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS

WHEREAS, those eligible taxing units participating in the Gregg County Appraisal District have the right and responsibility to nominate from one to five candidates(s) to fill the five (5) positions of the Board of Directors of the Gregg County Appraisal District for 2022-2023 term and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; now, therefore

BE IT RESOLVED, by the Kilgore College Board of Trustees that the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Gregg County Appraisal District to be filled by those eligible taxing units participating in the Gregg County Appraisal District for a two-year term of office commencing on January 1, 2022:

A. P Merritt, Jr.

PASSED, ADOPTED AND APPROVED this 14th day of December, 2021.

[Signature]
President, Kilgore College Board of Trustees

ATTEST:

[Signature]
Secretary, Kilgore College Board of Trustees
RESOLUTION NO. R-2022-5
A RESOLUTION OF THE KILGORE COLLEGE
BOARD OF TRUSTEES
NOMINATING CANDIDATES
FOR
THE SMITH COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS

WHEREAS, those eligible taxing units participating in the Smith County Appraisal District have the right and responsibility to nominate from one to five candidate(s) to fill the five (5) positions of the Board of Directors of the Smith County Appraisal District for 2022-2023 term and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; now, therefore

BE IT RESOLVED, by the Kilgore College Board of Trustees that the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Smith County Appraisal District to be filled by those eligible taxing units participating in the Smith County Appraisal District for a two-year term of office commencing on January 1, 2022:

Dr. Glen Elliott, Jr.

PASSED, ADOPTED AND APPROVED this 14th day of December, 2021.

[Signature]
President, Kilgore College Board of Trustees

ATTEST:

[Signature]
Secretary, Kilgore College Board of Trustees
DATE: December 14, 2021

TO: Dr. Brenda Kays

FROM: Karen Seibona

SUBJECT: Board of Trustee Training

House Bill 2563 from the 2007 Texas Legislative Session requires that the Board meeting minutes for the last regular meeting of the calendar year reflect whether each board member has fulfilled training required to be completed as of that meeting date.

In 1993, the Texas Legislature mandated under TEC 61.084 (Training for Board Members) that each governing board member who holds either an elective or appointive position must attend, during the member’s first year of service as a member of a governing board, a training program that is focused on the official role and duties of the members of governing boards that provides training in the areas of budgeting, policy development, and governance.

This memo is to certify that as of December 14, 2021 all KC Board of Trustee members have completed their required training in compliance with Texas Education Code, Section 61.084.
Kilgore Junior College District
Personnel Agenda
December 14, 2021

1. Recommendation to accept employee resignation as follows:

a. Ms. Laura Mulanax, Health Science Academic Advisor, effective October 1, 2021 after fifteen years and eight months of service

b. Ms. Kathryn Parker, Project Advisor-Upward Bound, effective October 5, 2021 after two years and one month of service

c. Ms. Angelita Rice, Professional Support Assistant – Financial Aid, effective September 27, 2021 after four years and one month of service

d. Mr. William Massey, Advisor – KC Longview, effective October 15, 2021 after seven years and four months of service

e. Mr. Michael Green, History Instructor, effective January 7, 2022 after two years and five months of service

f. Mr. Tristan Caudle, Police Officer, effective October 14, 2021 after three years and eleven months of service

g. Ms. Odalys Olivas, Support Specialist – AEL, effective October 15, 2021 after two years and one month of service

h. Ms. Joshua Shaw, Interim Biology Instructor, effective October 15, 2021 after one and half months of service

i. Mr. Aaron Durham, Campus Life Specialist, effective October 27, 2021 after two years and three months of service

j. Mr. Kenton Beal, Bookstore Manager, effective October 30, 2021 after two years and three months of service

k. Ms. Kristan Propes, Executive Assistant-VP of Student Services & AD, effective October 29, 2021 after five years and eight months of service

l. Mr. Kevin Richardson, Music Instructor & Director of Bands, effective November 3, 2021 after three months of service

m. Mr. Brad Keiser, ERP Director, effective January 4, 2022 after five years and seven months of service
n. Mr. Wade Cates, Community Education & International Student Support Specialist, effective December 31, 2021 after seven years and four months of service

o. Ms. Darby Cockrell, Accountant, effective December 10, 2021 after six months of service

2. Recommendation to accept employee retirement as follows:

a. Mr. Heath Cariker, Director of Public Safety and Risk Management, effective December 31, 2021 after eight years and three months of service

3. Recommendation to change employment as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Previous Position</th>
<th>New Position</th>
<th>New Salary/Rate of Pay</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Karen Scibona</td>
<td>Executive Assistant &amp; Research Data Specialist</td>
<td>Executive Aide to the President</td>
<td>$2,083.33/pay period 12 mo. equivalent = $50,000</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Ms. Melissa Dobbs</td>
<td>Counselor - KC Longview</td>
<td>Coordinator of Counseling &amp; Accommodations</td>
<td>$2,387.21/pay period 12 mo. equivalent = $57,293</td>
<td>October 16, 2021</td>
</tr>
<tr>
<td>Mr. Ethan Herring</td>
<td>Media Services Specialist</td>
<td>Manager, Dodson Auditorium</td>
<td>$2,291.67/pay period 12 mo. equivalent = $55,000</td>
<td>November 1, 2021</td>
</tr>
<tr>
<td>Ms. Bindy Tice</td>
<td>Director, TRIO</td>
<td>Director of TRIO Programs</td>
<td>$3,022.92/pay period 12 mo. equivalent = $72,550 Grant Funded</td>
<td>November 16, 2021</td>
</tr>
<tr>
<td>Ms. Laurie Kimball</td>
<td>Professional Support Assistant – Registrar</td>
<td>Community Education &amp; International Student Support Specialist</td>
<td>$1,419.67/pay period 12 mo. equivalent = $34,072</td>
<td>December 1, 2021</td>
</tr>
</tbody>
</table>

4. Recommendation for approval of faculty contract as follows:

a. Mr. Willie Gooden, Head Football Coach and Kinesiology Instructor, based upon the approved faculty salary schedule for the period of January 1, 2022 – August 31, 2022
5. **Recommendation for non-renewal of employment contract as follows:**

   a. Mr. Terrence Hopkins, Kinesiology Instructor & Assistant Football Coach, effective December 31, 2021 after two years and eleven months of service

   b. Mr. Jason Teague, EDUC Instructor & Assistant Football Coach, effective December 31, 2021 after one year of service

6. **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>Ms. Jennifer Halton</td>
<td>Professional Support Assistant – Health Sciences</td>
<td>Health Sciences</td>
<td>$1,025.08/pay period 12 mo. equivalent = $24,602</td>
<td>October 1, 2021</td>
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<tr>
<td>Ms. Taylor Hamlet</td>
<td>Professional Support Assistant – Dean of Health Sciences</td>
<td>Health Sciences</td>
<td>$1,025.08/pay period 12 mo. equivalent = $24,602</td>
<td>October 6, 2021</td>
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<tr>
<td>Ms. Stephanie Freed</td>
<td>Executive Assistant – VP of Organizational Effectiveness &amp; Excellence</td>
<td>Organizational Effectiveness</td>
<td>$1,311.21/pay period 12 mo. equivalent = $31,469</td>
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<td>Ms. Rosa Hopkins</td>
<td>Coordinator of Education Opportunity Center - TRIO</td>
<td>Student Services</td>
<td>$2,583.33/pay period 12 mo. equivalent = $62,000 Grant Funded</td>
<td>October 16, 2021</td>
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<tr>
<td>Ms. Nicole James</td>
<td>Workforce Development Specialist – Health Sciences</td>
<td>Health Sciences</td>
<td>$1,666.67/pay period 12 mo. equivalent = $40,000</td>
<td>November 1, 2021</td>
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<tr>
<td>Mr. Terence Mathis</td>
<td>Coordinator of Campus Life</td>
<td>Student Services</td>
<td>$2,009.79/pay period 12 mo. equivalent = $48,235</td>
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<td>Ms. Kaylee Fyffe</td>
<td>Advisor – Health Sciences</td>
<td>Health Sciences</td>
<td>$1,482.00/pay period 12 mo. equivalent = $35,568</td>
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<td>Date</td>
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<tr>
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<td>----------------------------------------</td>
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</tr>
<tr>
<td>Ms. Mandy Key</td>
<td>Education Opportunity Center Advisor – TRIO</td>
<td>Student Services</td>
<td>$1,500.00/pay period 12 mo. equivalent = $36,000 Grant Funded</td>
<td>November 1, 2021</td>
</tr>
<tr>
<td>Ms. Julie Webb</td>
<td>Fire Academy Instructor &amp; Dual Credit Coordinator</td>
<td>Public Services &amp; Industrial Technology</td>
<td>$2,352.38/pay period 12 mo. equivalent = $56,457</td>
<td>November 1, 2021</td>
</tr>
<tr>
<td>Mr. Jeremy Thomas</td>
<td>Database Administrator</td>
<td>Information Technology</td>
<td>$2,895.83/pay period 12 mo. equivalent = $69,500</td>
<td>November 1, 2021</td>
</tr>
<tr>
<td>Ms. Selena Rutherford</td>
<td>Counselor</td>
<td>Student Services</td>
<td>$2,167.13/pay period 12 mo. equivalent = $52,011</td>
<td>November 1, 2021</td>
</tr>
<tr>
<td>Ms. Courtney Pruitt</td>
<td>Interim Athletic Director</td>
<td>Student Services</td>
<td>$2,675.00/pay period 12 mo. equivalent = $62,400</td>
<td>November 1, 2021</td>
</tr>
<tr>
<td>Ms. Maria Ramirez</td>
<td>Education Opportunity Center Advisor – TRIO</td>
<td>Student Services</td>
<td>$1,500.00/pay period 12 mo. equivalent = $36,000 Grant Funded</td>
<td>November 16, 2021</td>
</tr>
<tr>
<td>Ms. Rheutelia (Nina) Thomas</td>
<td>Human Resources Generalist</td>
<td>Human Resources</td>
<td>$1,386.21/pay period 12 mo. equivalent = $33,269</td>
<td>November 16, 2021</td>
</tr>
<tr>
<td>Ms. Gena Berry</td>
<td>Support Specialist – Health Sciences</td>
<td>Health Sciences</td>
<td>$940.50/pay period 12 mo. equivalent = $22,572</td>
<td>November 16, 2021</td>
</tr>
<tr>
<td>Mr. Larry Dorsey</td>
<td>Professional Support Assistant – Veteran Certifying Official &amp; Benefits Specialist</td>
<td>Student Services</td>
<td>$1,025.08/pay period 12 mo. equivalent = $24,602</td>
<td>November 16, 2021</td>
</tr>
<tr>
<td>Ms. Alisha Barrows</td>
<td>Professional Support Assistant – Financial Aid &amp; Appeals Specialist</td>
<td>Student Services</td>
<td>$1,025.08/pay period 12 mo. equivalent = $24,602</td>
<td>November 16, 2021</td>
</tr>
<tr>
<td>Employee Name</td>
<td>Position Description</td>
<td>Business Unit</td>
<td>Pay Rate</td>
<td>Pay Period/Duration</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------------------------------------------</td>
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<td>---------------------</td>
</tr>
<tr>
<td>Ms. Lynn Kenney</td>
<td>Executive Assistant to VP of Administrative Services/CFO</td>
<td>Business Office</td>
<td>$1,311.21/pay period 12 mo. equivalent = $31,469</td>
<td>November 16, 2021</td>
</tr>
<tr>
<td>Ms. Shannon Joos</td>
<td>Professional Support Assistant – Athletics</td>
<td>Student Services</td>
<td>$1,025.08/pay period 12 mo. equivalent = $24,602</td>
<td>December 1, 2021</td>
</tr>
<tr>
<td>Ms. Abby Smith</td>
<td>Alumni Specialist</td>
<td>Institutional Advancement</td>
<td>$1,482.00/pay period 12 mo. equivalent = $35,568</td>
<td>December 2, 2021</td>
</tr>
<tr>
<td>Mr. Bill McPherson</td>
<td>Director of Public Safety &amp; Risk Management</td>
<td>Student Services</td>
<td>$3,250/pay period 12 mo. equivalent = $78,000</td>
<td>December 10, 2021</td>
</tr>
<tr>
<td>Mr. Curtis Ivory</td>
<td>Biology Instructor</td>
<td>Arts &amp; Sciences</td>
<td>$856.25/pay period 4.5 mo. equivalent = $20,550</td>
<td>January 1, 2022</td>
</tr>
</tbody>
</table>