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 September 13, 2021, beginning at 6:30 PM with the following members present:

Joe Carrington, President
Kelvin Darder
Josh Edmonson
Lon Ford, Secretary
Travis Martin
Jon Rowe

Members absent: Janice Bagley
David Castles
Larry Woodfin

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

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. Employee & Student Success Spotlight: Destination Graduation
      Presenter: Kyla Sather

   Kyla Sather, Career Coach & Academic Advisor, spoke about Destination Graduation. This is a program designed by KC Career Services that helps our students who are preparing to graduate from KC. The following services are available at the Destination Graduation events:
   • Verifying graduation eligibility
   • Applying for graduation
   • Purchasing cap and gown
   • Talk to a transfer advisor
   • Talk to Career Services

Destination Graduation cont. on next page
Destination Graduation

- Who
  - Graduating students
- What
  - A one stop shop for students for the graduation process
- When
  - During the first 2 weeks of classes each semester
    - With the thought of holding an event closer to the Graduation application deadline
- Where
  - In the Watson Library on the Kilgore campus
  - In various program rooms
- Why
  - Make the process more efficient

<table>
<thead>
<tr>
<th>Destination Graduation Attendance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer 20-21 Attendance</td>
<td>38</td>
</tr>
<tr>
<td>Fall 21-22 Attendance</td>
<td>65</td>
</tr>
</tbody>
</table>
Goals!

- Increase graduation applications earlier in the semester
- Grow Certificate graduation numbers and lead to pursue AAS degrees
- Increase percentage of rates for transfer to a senior institution
- Helping student realize graduation is attainable

<table>
<thead>
<tr>
<th>Number of Graduates during each semester</th>
<th>18-19</th>
<th>19-20</th>
<th>20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall</td>
<td>441</td>
<td>442</td>
<td>343</td>
</tr>
<tr>
<td>Spring</td>
<td>552</td>
<td>563</td>
<td>528</td>
</tr>
<tr>
<td>Summer</td>
<td>323</td>
<td>357</td>
<td>383</td>
</tr>
<tr>
<td>Total</td>
<td>1374</td>
<td>1362</td>
<td>1254</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IPEDS Grad Rate</th>
<th>Goal</th>
<th>40%</th>
<th></th>
<th>Year</th>
<th>KC</th>
<th>25%</th>
<th>Year</th>
<th>KC</th>
<th>TX Mid-size</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15</td>
<td>29%</td>
<td></td>
<td>16</td>
<td>25%</td>
<td>30%</td>
<td>17</td>
<td>21.9</td>
<td>19.9</td>
</tr>
<tr>
<td></td>
<td>18</td>
<td>23.5</td>
<td></td>
<td>19</td>
<td>22.8</td>
<td>21.8</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transfer to a senior Institution</th>
<th>Goal</th>
<th>25%</th>
<th></th>
<th>Year</th>
<th>KC</th>
<th>TX Mid-size</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>17</td>
<td>21.9</td>
<td></td>
<td>19</td>
<td>22.8</td>
<td>21.8</td>
</tr>
</tbody>
</table>

The future of Destination Graduation

- Continue to work in a centralized location on the Kilgore campus
- Work with individual programs on the Longview campus
- A list of potential students
- Caps and Gowns and order cards on site during event
3. PUBLIC COMMENT
There were no public comments.

4. CONSENT AGENDA
Presenter: Mr. Joe Carrington
A. To consider approving the minutes of the August 9, 2021 regular board meeting and the August 14, 2021, board retreat
B. To consider the following personnel items:
   1. Recommendation to accept employee resignations as follows:
      a. HR & Benefits Coordinator, effective August 31, 2021 after fourteen years and two months of service
      b. Coordinator of Residential Life, effective August 27, 2021 after five years and five months of service
      c. Dean of Business, Entrepreneurship & Information Technology, effective September 30, 2021 after nine months of service

   2. Recommendation to accept employee retirement as follows:
      a. Assistant to the President, effective December 31, 2021 after fifteen years and five months of service

   3. Recommendation to accept change in employment as follows:
      a. Manager Testing Center to Coordinator of Testing & TSI Oversight, effective September 1, 2021
      b. Assistant Registrar to Associate Registrar, effective September 1, 2021
      c. Continuing Education Coordinator to Community Education and International Student Support Specialist, effective September 1, 2021
      d. Professional Support Assistant – Counseling to Data Processing Manager, effective September 1, 2021

   4. Recommendation of employment as follows:
      a. Admissions Counselor – Recruiter, Student Services, effective August 16, 2021
      b. Professional Support Assistant – Registrar, Student Services, effective September 1, 2021
      c. Biology Instructor, Arts & Sciences, effective September 1, 2021
      d. English Instructor, Arts & Sciences, effective September 1, 2021
      e. Nursing Instructor, Health Sciences, effective September 1, 2021
      f. Interim Biology Instructor, Arts & Sciences, effective September 1, 2021
      g. Nursing Instructor, Health Sciences, effective September 1, 2021
      h. Bookstore Clerk, Business Office, effective August 16, 2021
      i. Support Specialist, Public Services & Industrial Technologies, effective September 1, 2021
      j. Support Specialist – Testing Center, Student Services, effective September 1, 2021
      k. Controller, Business Office, effective September 1, 2021

C. To consider payment of legal fees

Jon Rowe made the motion to accept the Consent Agenda as presented. Lon Ford seconded the motion. The motion passed unanimously.
1. Recommendation to accept employee resignation as follows:
   
a. Ms. Jessi Saenz, HR & Benefits Coordinator, effective August 31, 2021 after fourteen years and two months of service

b. Ms. Ashley Mason, Coordinator of Residential Life, effective August 27, 2021 after five years and five months of service

c. Dr. Mark Clark, Dean of Business, Entrepreneurship & Information Technology, effective September 30, 2021 after nine months of service

2. Recommendation to accept employee retirement as follows:
   
a. Ms. Nancy Law, Assistant to the President, effective December 31, 2021 after fifteen years and five 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. Melonie Bonner</td>
<td>Manager Testing Center</td>
<td>Coordinator of Testing &amp; TSI Oversight</td>
<td>$2,114.25/pay period 12 mo. equivalent = $50,742</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Ms. Estonia Graves</td>
<td>Assistant Registrar</td>
<td>Associate Registrar</td>
<td>$1,931.46/pay period 12 mo. equivalent = $46,355</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Mr. Wade Cates</td>
<td>Continuing Education Coordinator</td>
<td>Community Education &amp; International Student Support Specialist</td>
<td>$1,419.66/pay period 12 mo. equivalent = $34,072</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Ms. Deborah Metcalf</td>
<td>Professional Support Assistant - Counseling</td>
<td>Data Processing Manager</td>
<td>$1,276.79/pay period 12 mo. equivalent = $30,643</td>
<td>September 1, 2021</td>
</tr>
</tbody>
</table>

4. Recommendation of employment as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>SALARY/RATE OF PAY</th>
<th>HIRE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Jordan Collard</td>
<td>Admissions Counselor - Recruiter</td>
<td>Student Services</td>
<td>$1,482.00/pay period 12 mo. equivalent = $35,568</td>
<td>August 16, 2021</td>
</tr>
<tr>
<td>Ms. Laurie Kimball</td>
<td>Professional Support Assistant - Register</td>
<td>Student Services</td>
<td>$1,025.08/pay period 12 mo. equivalent = $24,602</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Ms. Ashley Kobisk</td>
<td>Biology Instructor</td>
<td>Arts &amp; Sciences</td>
<td>$1,712.50/pay period 9 mo. equivalent = $41,100</td>
<td>September 1, 2021</td>
</tr>
</tbody>
</table>
Personnel Agenda cont.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Department</th>
<th>Salary/Period</th>
<th>Equivalent</th>
<th>Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Bonnie Gale</td>
<td>English Instructor</td>
<td>Arts &amp; Sciences</td>
<td>$1,837.50</td>
<td>$44,100</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Dr. Paulette Green</td>
<td>Nursing Instructor</td>
<td>Health Sciences</td>
<td>$2,375.00</td>
<td>$61,800</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Mr. Josh Shaw</td>
<td>Interim Biology Instructor</td>
<td>Arts &amp; Sciences</td>
<td>$1,712.50</td>
<td>$41,100</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Ms. Mary Blackmon</td>
<td>Nursing Instructor</td>
<td>Health Sciences</td>
<td>$2,341.83</td>
<td>$56,300</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Mr. Russell Waggoner</td>
<td>Bookstore Clerk</td>
<td>Business Office</td>
<td>$875.00</td>
<td>$21,000</td>
<td>August 16, 2021</td>
</tr>
<tr>
<td>Ms. Julie Franklin</td>
<td>Support Specialist</td>
<td>Public Services &amp; Industrial Technology</td>
<td>$940.50</td>
<td>$22,572.00</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Ms. Miecha Jackson</td>
<td>Support Specialist - Testing Center</td>
<td>Student Services</td>
<td>$940.50</td>
<td>$22,572.00</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>Mr. Garrison Withers</td>
<td>Controller</td>
<td>Business Office</td>
<td>$2,916.67</td>
<td>$70,000</td>
<td>September 1, 2021</td>
</tr>
</tbody>
</table>

5. EXECUTIVE SESSION
The Board of Trustees did not go into Executive Session.

6. BOARD COMMITTEE REPORTS & ACTION ITEMS
A. Investment/Finance/Audit Committee - Jon Rowe, Chair
   1. ACTION ITEM: To consider adoption, by resolution, the tax rate for tax year 2021 (FY2022 Budget)

   **August 2021 Setting the Tax Rate**

   The Committee is proposing that the Board set the tax rate for tax year 2021 at 17.5 cents per $100.00 of valuation. The proposed rate is unchanged from the prior year and has remained constant since September 2015. It is lower than the new revenue tax rate and will generate less tax revenue, by $159,072, due to a composite 2.9% decline in appraisal values.

   Public hearings are not necessary this year due to KC’s proposed tax rate of 17.5 staying below the no new revenue tax rate of 18.247 cents per $100 of valuation.

   The KC Trustees are scheduled to consider adopting the proposed rate during the September 13th regular meeting.

   The average taxable value of a residence homestead in Kilgore College’s taxing district last year was $140,128.00. Based on last year’s tax rate of 17.5 cents per $100.00 of taxable value, the amount of taxes imposed last year on the average home was $245.22.

   If the governing body adopts the proposed tax rate of 17.5 cents per $100.00 of taxable value, the amount of taxes imposed this year on the average home now valued at $145,268 would be $254.20.

   However, if the value of a home did not change, there will be no change in taxes.

   I move that we set the tax rate for tax year 2021 at 17.5 cents, which is below the No New Revenue Tax Rate of 18.247 cents. Mr. President, this motion comes from Committee and does not require a second.

   September 2021 Approving the Tax Rate
Jon Rowe made the motion to adopt, by resolution, the tax rate for tax year 2021 (FY2022 Budget) at 17.5 cents per $100.00 of valuation. Because the motion came from a committee a second was not required. The motion passed unanimously.

2. INFORMATION ITEM: Financial Update

<table>
<thead>
<tr>
<th>TITLE</th>
<th>REPORTING MONTH:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>July 2021 Financial Snapshot</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TITLE</th>
<th>FISCAL YEAR:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fiscal Year 2021 (September 1, 2020 to August 31, 2021)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REPORTING MONTH HEADER (Col. C)</th>
<th>July 31, 2021</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Trial Balance Date Used (Col. G)</th>
<th>July Trial Balance dated 7/31/2021</th>
</tr>
</thead>
</table>

Kilgore College
July 2021 Financial Snapshot
Fiscal Year 2021 (September 1, 2020 to August 31, 2021)

<table>
<thead>
<tr>
<th>Revenues and Expenses from Operations - Excludes Auxiliary</th>
<th>FY 2020 Actual</th>
<th>July 31, 2021</th>
<th>Over (Under) Budget</th>
<th>FY 2021 Budget</th>
<th>% of Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Operating Expenses</td>
<td>$34,987,160.93</td>
<td>$27,595,537.22</td>
<td>$7,991,515</td>
<td>$35,193,012</td>
<td>78%</td>
</tr>
<tr>
<td>Net Income (Loss) from Operations</td>
<td>$3,573,314.05</td>
<td>$6,608,222.51</td>
<td>$6,322,871</td>
<td>$158,354</td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY**

| Total Operating Revenues | $38,550,045.48 | $38,207,740 | $(3,240,300) | $35,203,390 |
| Total Auxiliary Revenues | $4,844,056.46 | $5,899,595 | $(1,055,539) | $6,084,719 |
| Total Operating & Auxiliary Revenues | $43,394,501.94 | $44,107,335 | $(2,606,834) | $41,288,109 |

| Total Operating Expenses | $34,987,160.93 | $27,595,537.22 | $(7,991,515) | $35,193,012 |
| Total Auxiliary Expenses | $5,103,625.44 | $9,164,802 | $(2,060,177) | $6,723,842 |
| Total Operating and Auxiliary Expenses | $40,090,786.37 | $36,759,339.72 | $(13,339,447) | $41,916,854 |
| Net Income (Loss) from Operations and Auxiliary | $2,285,746.87 | $7,302,977.55 | $(2,385,944.53) | $0.00 |

Financial update continued on following page

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### Financial Update Cont.

**Kilgore College**  
**July 2021 Financial Snapshot**  
**Fiscal Year 2021** (September 1, 2020 to August 31, 2021)  
**Revenues and Expenses from Auxiliary Services (Grouped)**

<table>
<thead>
<tr>
<th></th>
<th>FY 2020 Actual</th>
<th>July 31, 2021</th>
<th>Over/Under Budget</th>
<th>FY 2021 Budget</th>
<th>% of Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Housing Revenues</td>
<td>$1,858,001</td>
<td>$2,257,813</td>
<td>+$419,812</td>
<td>$1,350,118</td>
<td>91.6%</td>
</tr>
<tr>
<td>Student Housing Expenses</td>
<td>$1,549,748</td>
<td>$1,748,298</td>
<td>+$298,550</td>
<td>$2,043,118</td>
<td>80.9%</td>
</tr>
<tr>
<td>Net Student Housing Activity</td>
<td>$308,253</td>
<td>$529,515</td>
<td>+$221,262</td>
<td>$597,000</td>
<td>50.9%</td>
</tr>
<tr>
<td>Bookstore Revenues</td>
<td>$1,504,053</td>
<td>$1,279,756</td>
<td>-$224,297</td>
<td>$3,117,500</td>
<td>73.1%</td>
</tr>
<tr>
<td>Bookstore Expenses</td>
<td>$1,867,206</td>
<td>$1,204,521</td>
<td>-$662,685</td>
<td>$2,638,380</td>
<td>48.9%</td>
</tr>
<tr>
<td>Net Bookstore Activity</td>
<td>($363,153)</td>
<td>($505,265)</td>
<td>($192,112)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rangerette Showcase Revenues</td>
<td>$78,659</td>
<td>$71,043</td>
<td>-$7,616</td>
<td>$70,000</td>
<td>100.0%</td>
</tr>
<tr>
<td>Rangerette Showcase Expenses</td>
<td>$45,936</td>
<td>$43,157</td>
<td>-$2,779</td>
<td>$27,111</td>
<td>127.3%</td>
</tr>
<tr>
<td>Net Rangerette Showcase Activity</td>
<td>$32,723</td>
<td>$27,886</td>
<td>($4,837)</td>
<td>$42,879</td>
<td></td>
</tr>
<tr>
<td>Parks Fitness Center Revenues</td>
<td>$57,665</td>
<td>$10,846</td>
<td>($46,819)</td>
<td>$65,500</td>
<td>100.0%</td>
</tr>
<tr>
<td>Parks Fitness Center Expenses</td>
<td>$118,540</td>
<td>$85,777</td>
<td>-$32,763</td>
<td>$106,066</td>
<td>43.7%</td>
</tr>
<tr>
<td>Net Parks Fitness Center Activity</td>
<td>($60,875)</td>
<td>($24,930)</td>
<td>($35,933)</td>
<td>($40,566)</td>
<td></td>
</tr>
<tr>
<td>East Texas Oil Museum Revenues</td>
<td>$33,415</td>
<td>$90,521</td>
<td>+$57,106</td>
<td>$125,150</td>
<td>77.6%</td>
</tr>
<tr>
<td>East Texas Oil Museum Expenses</td>
<td>$12,283</td>
<td>$12,828</td>
<td>+$5,545</td>
<td>$141,013</td>
<td>83.2%</td>
</tr>
<tr>
<td>Net East Texas Oil Museum Activity</td>
<td>$21,132</td>
<td>$77,693</td>
<td>+$56,561</td>
<td>$284,137</td>
<td></td>
</tr>
<tr>
<td>Theater Revenues</td>
<td>$12,267</td>
<td>$8,314</td>
<td>-$3,953</td>
<td>$50,000</td>
<td>100.4%</td>
</tr>
<tr>
<td>Theater Expenses</td>
<td>$72</td>
<td>$133</td>
<td>+$61</td>
<td>$188,000</td>
<td>1.8%</td>
</tr>
<tr>
<td>Net Theater Activity</td>
<td>$13,235</td>
<td>$9,181</td>
<td>+$4,054</td>
<td>$188,000</td>
<td></td>
</tr>
<tr>
<td>Printshop Revenues</td>
<td>$225,511</td>
<td>$130,876</td>
<td>-$94,635</td>
<td>$337,000</td>
<td>64.5%</td>
</tr>
<tr>
<td>Printshop Expenses</td>
<td>$141,487</td>
<td>$101,594</td>
<td>-$40,893</td>
<td>$304,045</td>
<td>59.0%</td>
</tr>
<tr>
<td>Net Printshop Activity</td>
<td>$84,024</td>
<td>$29,282</td>
<td>+$54,742</td>
<td>$33,955</td>
<td></td>
</tr>
<tr>
<td>Athletics Revenues</td>
<td>$98,605</td>
<td>$59,987</td>
<td>-$38,618</td>
<td>$92,500</td>
<td>101.5%</td>
</tr>
<tr>
<td>Athletics Expenses</td>
<td>$3,009,875</td>
<td>$2,328,213</td>
<td>-$681,662</td>
<td>$1,460,000</td>
<td>60.5%</td>
</tr>
<tr>
<td>Net Athletics Activity</td>
<td>$3,108,480</td>
<td>$2,888,200</td>
<td>+$299,980</td>
<td>($1,460,000)</td>
<td></td>
</tr>
<tr>
<td>Total Net Auxiliary Services Activity</td>
<td>($1,287,595)</td>
<td>$489,764</td>
<td>($1,777,359)</td>
<td>($158,354)</td>
<td></td>
</tr>
</tbody>
</table>

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**Kilgore College**  
**July 2021 Financial Snapshot**  
**Fiscal Year 2021** (September 1, 2020 to August 31, 2021)  
**Revenues and Expenses from Auxiliary Services**

<table>
<thead>
<tr>
<th></th>
<th>FY 2020 Actual</th>
<th>July 31, 2021</th>
<th>Over/Under Budget</th>
<th>FY 2021 Budget</th>
<th>% of Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auxiliary Services Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Housing</td>
<td>$1,899,401</td>
<td>$2,257,913</td>
<td>+$368,512</td>
<td>$2,043,118</td>
<td>102.2%</td>
</tr>
<tr>
<td>Bookstore</td>
<td>$1,604,799</td>
<td>$2,279,756</td>
<td>+$674,957</td>
<td>$3,117,500</td>
<td>90.9%</td>
</tr>
<tr>
<td>Rangerette Showcase</td>
<td>$58,068</td>
<td>$17,042</td>
<td>-$41,026</td>
<td>$33,500</td>
<td>102.6%</td>
</tr>
<tr>
<td>Parks Fitness Center</td>
<td>$76,653</td>
<td>$34,565</td>
<td>-$42,088</td>
<td>$60,000</td>
<td>16.3%</td>
</tr>
<tr>
<td>East Texas Oil Museum</td>
<td>$33,415</td>
<td>$12,828</td>
<td>-$20,587</td>
<td>$141,013</td>
<td>83.2%</td>
</tr>
<tr>
<td>Theater</td>
<td>$13,287</td>
<td>$8,132</td>
<td>-$5,155</td>
<td>$50,000</td>
<td>100.4%</td>
</tr>
<tr>
<td>Printshop</td>
<td>$220,511</td>
<td>$130,876</td>
<td>-$89,635</td>
<td>$337,000</td>
<td>64.5%</td>
</tr>
<tr>
<td>Athletics</td>
<td>$98,605</td>
<td>$59,987</td>
<td>-$38,618</td>
<td>$92,500</td>
<td>101.5%</td>
</tr>
<tr>
<td>Net Auxiliary Services</td>
<td>$3,416,586</td>
<td>$2,888,200</td>
<td>+$528,386</td>
<td>($1,460,000)</td>
<td></td>
</tr>
<tr>
<td>Total Auxiliary Services Revenues</td>
<td>$3,416,586</td>
<td>$2,888,200</td>
<td>($528,386)</td>
<td>($1,460,000)</td>
<td></td>
</tr>
</tbody>
</table>

---

Kilgore College  
July 2021 Financial Snapshot  
Fiscal Year 2021 (September 1, 2020 to August 31, 2021)  
Revenues and Expenses from Auxiliary Services  

**Net Profit (Loss) from Auxiliary Services**

<table>
<thead>
<tr>
<th></th>
<th>FY 2020 Actual</th>
<th>July 31, 2021</th>
<th>Over/Under Budget</th>
<th>FY 2021 Budget</th>
<th>% of Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Auxiliary Services Revenues</td>
<td>$3,416,586</td>
<td>$2,888,200</td>
<td>($528,386)</td>
<td>($1,460,000)</td>
<td></td>
</tr>
<tr>
<td>Net Profit (Loss) from Auxiliary Services</td>
<td>$1,287,595</td>
<td>$489,764</td>
<td>($1,777,359)</td>
<td>($158,354)</td>
<td></td>
</tr>
</tbody>
</table>

---

*September 13, 2021 Minutes*  
Page 4826
TO:        Board of Trustees  
           Kilgore College  

DATE:  July 23, 2021  
RE:  Investment Reporting  

The Statement of Cash and Investments as of May 31, 2021 along with the corresponding Schedule of Cash and Investments as of May 31, 2021 has been prepared in accordance with Texas Government Code, Section 2256.023 and the Higher Education Investment Reporting Requirements issued by the State Auditor’s Office. Inquiries related to this report may be directed to:  

V.P. of Administrative Service/ CFO  
Kilgore College  
1100 Broadway  
Kilgore, TX 75662  
903-983-7495  
thanson@kilgore.edu  

The investments are held in compliance with the Kilgore College investment strategy to manage and invest funds with the following objectives listed in order of their priority: safety, suitability, liquidity, diversity and yield.  

[Signatures]

Brenda S. Kays, President  
Terry Hammon, V.P. of Administrative Service/ CFO  

Public Funds Investment Act Report 3rd Quarter continued on next page
Kilgore College
Statement of Cash and Investments
May 31, 2021

<table>
<thead>
<tr>
<th>Total Cash and Investments</th>
<th>February 28, 2021</th>
<th>Change</th>
<th>May 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Deposits (Cash)</td>
<td>$21,991,441</td>
<td>$613,811</td>
<td>$21,377,630</td>
</tr>
<tr>
<td>Certificate of Deposits</td>
<td>7,582,160</td>
<td>4,047</td>
<td>7,586,207</td>
</tr>
<tr>
<td>TexPool</td>
<td>176,814</td>
<td>5</td>
<td>176,819</td>
</tr>
<tr>
<td><strong>TOTAL CASH AND INVESTMENTS</strong></td>
<td><strong>29,750,415</strong></td>
<td><strong>(609,759)</strong></td>
<td><strong>29,140,656</strong></td>
</tr>
</tbody>
</table>

Notes:
Kilgore College does not employ outside investment advisors or managers and does not have soft dollar arrangements. The market value of the Kilgore College Foundation as of May 31, 2021 was $26,293,843.
On September 1, 2019 all Texas Presbyterian Funds ($9.6m) were transferred to the Kilgore College Foundation.

Kilgore College
Schedule of Cash and Investments
May 31, 2021

<table>
<thead>
<tr>
<th>FUND</th>
<th>Maturity Date</th>
<th>Rate</th>
<th>Operating</th>
<th>Auxiliary</th>
<th>Restricted</th>
<th>Endowment</th>
<th>Plant Reserve</th>
<th>Bond Reserve</th>
<th>Agency</th>
<th>Accrued Interest</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Deposits (Cash)</td>
<td></td>
<td></td>
<td>0.20%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$21,377,630</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td></td>
<td></td>
<td>0.50%</td>
<td>4,334,720</td>
<td></td>
<td>3,048,979</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,914</td>
</tr>
<tr>
<td>Total Certificates of Deposit</td>
<td></td>
<td></td>
<td>4,334,720</td>
<td></td>
<td>3,048,979</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7,393,697</td>
</tr>
<tr>
<td>TexPool</td>
<td>12/22/2021</td>
<td></td>
<td>12.31%</td>
<td>53,912</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>17,673</td>
</tr>
<tr>
<td>Total Cash and Investments</td>
<td></td>
<td></td>
<td>$24,466,162</td>
<td>12,107</td>
<td>563,233</td>
<td>$3,310,130</td>
<td>1,176,669</td>
<td></td>
<td>4,906</td>
<td>$29,140,656</td>
<td></td>
</tr>
</tbody>
</table>
B. Policy & Personnel Committee - Lon Ford, Chair
   1. ACTION ITEM: To consider approval of policies
      a. CB - Depository of Funds
      b. CC - Annual Operating Budget
      c. CD - Accounting
      d. CDA - Accounting: Financial Reports and Statements
      e. CIA - Equipment and Supplies Management: Records Management

Lon Ford made the motion to approve the five (5) policies as presented. Travis Martin seconded the motion. The motion passed unanimously.

---

KILGORE COLLEGE TASB POLICY CONVERSION

Summary of Policies 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 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.

INCONSIDERATION OF ADOPTION OF TASB LOCAL POLICY

Kilgore College Board of Trustees Meeting Date:
September 13, 2021
Kilgore College Policy and Personnel Board Committee Meeting:
August 31, 2021

Proposed LOCAL Policy for Adoption:
- Section: C BUSINESS AND SUPPORT SERVICES
- Local: CB DEPOSITORY OF FUNDS

Summary of LOCAL Policy:
- Collateral is a security (investment) held by a financial institution that acts as a form of protection (guarantee) over the public funds held at that financial institution.
- The State of Texas requires certain levels and types of securities used as collateral.
- Kilgore College will review the monthly reports of collateral to ensure they are sufficient.
- The Chief Financial Officer (or designee) must approve any changes the financial institution makes in collateral.

Procedures: No additional procedures needed outside of policy.

Policies continued on next page

September 13, 2021 Minutes Page 4829
DEPOSITORY OF FUNDS

Selection

The governing board of each institution of higher education, including each college district, may select one or more depositories as places of deposit for the funds enumerated in Education Code 51.002. Depositories shall be selected on the basis of competitive bids. If bids are taken orally, the bids shall be tabulated by the person taking the bids and made a part of the permanent records of the institution.

The funds shall either be deposited in the depository bank or banks or invested as authorized by Government Code Chapter 2256 (Public Funds Investment Act). Funds that are to be deposited in the depository bank or banks must be deposited within seven days from the date of receipt by the institution.

*Education Code 51.003(a)–(b)*

Foreign Bank

Notwithstanding any other provision of Education Code 51.003, the governing board of each institution may maintain unsecured deposits in a foreign bank as necessary to support the college district's academic and research operations in the foreign country in which the bank is located, provided that no appropriated or tuition funds other than those collected from students enrolled in the affected programs are deposited. The foreign bank must:

1. Be licensed and supervised by a central bank;
2. Be audited annually by an accounting firm that follows international financial reporting standards; and
3. Maintain a capital-to-total assets ratio that is not less than the greater of four percent or the minimum tier 1 capital-to-total assets ratio required for depository institutions insured by the Federal Deposit Insurance Corporation.

*Education Code 51.003(f)*

Surety Bonds

The governing board shall require adequate surety bonds or securities to be posted to secure the deposits and may require additional security at any time if it deems the deposits inadequately secured. The depository banks selected may pledge their securities to protect the funds.

Any surety bond furnished under the provisions of this section shall be payable to the governor and his successors in office. Venue for a suit to recover an amount claimed by the state to be due on a surety bond is in Travis County.

*Education Code 51.003(c), (e)*
Policies cont.

### DEPOSITORY OF FUNDS

| **Interest** | A depository shall pay interest on the deposits at a rate agreed on by the depository and the governing board. Education Code 51.003(d). |
| **Collateral** | In accordance with written policy approved by the governing body of the public entity, including a college district, a public entity shall determine if an investment security is eligible to secure deposits of public funds covered by the Public Funds Collateral Act. The written policy may include the security of the institution that obtains or holds an investment security, the substitution or release of an investment security, and the method by which an investment security used to secure a deposit of public funds is valued. Gover Code 2257.023 |
| **Authorized Collateral** | A deposit of public funds shall be secured by eligible securities to the extent and in the manner required by Government Code Chapter 2257. Gover Code 2257.021 |
| **Texas Bullion Depository** | A political subdivision of this state, including a college district, may invest its money in a depository account by purchasing precious metals and depositing the precious metals with the Texas Bullion Depository or a depository agent in accordance with Government Code Chapter 2116 and 34 Administrative Code Chapter 14. Gover Code 2116.015 |

### DEPOSITORY OF FUNDS

| **Allowable Collateral** | Eligible securities for collateralization of deposits are those defined as "eligible securities" by the Public Funds Collateral Act. |
| **Monitoring Collateral Adequacy** | The College District shall require monthly reports with market values of pledged securities from all financial institutions with which the College District has collateralized deposits. The investment officers shall monitor adequacy of collateralization levels to verify market values and total collateral positions. |
| **Release of Pledged Securities** | The investment officer or designee must approve in writing the release or substitution of any securities pledged to the College District that are being held by any organization. |

Policies continued on next page
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 Policy and Personnel Committee Meeting Date:
August 31, 2021
Kilgore College Board of Trustees Meeting Date:
September 13, 2021

Proposed LOCAL Policy for Adoption:
Section: C BUSINESS AND SUPPORT SERVICES
Policy: CC ANNUAL OPERATING BUDGET

Summary of LOCAL Policy:
- Outlines the following steps in the budget process:
  - Budget Planning
  - Budget Preparation
  - Budget Meeting
  - Budget Adoption
  - Budget Amendments

Procedures:
- The college will develop, annually, overall budget priorities for the upcoming fiscal year that are aligned with the Strategic Plan and continually improve service delivery.
- The budget will be developed in alignment with the budget priorities and Strategic Plan.
- The operating budget will be presented in line-item detail to the Board Finance, Investment, & Auditing (FIA) Committee prior to the Annual Budget Workshop with the Board of Trustees (BOTs).
- The BOT will review/discuss the budget at the Annual Budget Workshop.
- The BOT will adopt the Annual Operating Budget during a scheduled BOT meeting where the public has the opportunity to provide comment.
- Budget Amendments may be conducted as follows:
  - Departments may adjust their budget as long as the adjustment does not increase the overall appropriations within the same fund and department as approved by the BOT, with approval from the business office.
- The President may approve budget adjustments that cross departments as long as the adjustments do not increase the overall appropriation within the same fund as approved by the BOT.
- For budget amendments that will increase appropriations for a fund, the BOT must approve the budget amendments at a BOT meeting. The amendments will identify the proposed change and the impact on fund balances.
Kilgore College
092501

ANNUAL OPERATING BUDGET

CC
(LEGAL)

Authorized Expenditures

The legislature shall have no power to authorize any political corporation or subdivision of the state, including a college district, to lend its credit or to grant public money or thing of value in aid of, or to any individual, association, or corporation whatsoever, or to become a stockholder in such corporation, association, or company. Tx. Const. Art. III, Sec. 52; Brazoria County v. Perry, 537 S.W.2d 89 (Tex. App.—Houston [1st Dist.] 1976, no writ)

The legislature shall have no power to grant, or to authorize any county or municipal authority to grant, any extra compensation, fee, or allowance to a public officer, agent, servant, or contractor after service has been rendered or a contract entered into and performed in whole or in part; nor pay, nor authorize the payment of, any claim created against any county or municipality of the state, under any agreement or contract, made without authority of law. Tx. Const. Art. III, Sec. 53; Harlingen Indep. Sch. Dist. v. C.H. Page and Bro., 48 S.W.2d 983 (Comm. App. 1932)

Commitment of Current Revenue

If a contract for the acquisition, including lease, of real or personal property retains to the governing body of a local government, including a college district, the continuing right to terminate the contract at the expiration of each budget period of the local government during the term of the contract, is conditioned on a best efforts attempt by the governing body to obtain and appropriate funds for payment of the contract, or contains both the continuing right to terminate and the best efforts conditions, the contract is a commitment of the local government’s current revenue only. Local Gov’t Code 271.903

Preparation

The operating budgets shall:

1. Include general revenue, local funds, and estimated institutional funds;
2. Include detail by department for current and prior year;
3. Include a summary by functional categories for current and prior year;
4. Include a summary of the instructional budget by college or school for the current and preceding year;
5. Include a summary by amount and method of finance for each listed informational item in the general appropriation act; and
6. Be prepared within the limits of revenue available.

19 TAC 13.45

DATE ISSUED: 6/8/2021
LDU 2021 01
CC(LEGAL)-LJC

Policies continued on next page
Policies cont.

Kilgore College
092501

ANNUAL OPERATING BUDGET

(LEGAL)

Advocacy
Expenditures

The proposed budget of a political subdivision, including a college district, must include, in a manner allowing for as clear a comparison as practicable between those expenditures in the proposed budget and actual expenditures for the same purpose in the preceding year, a line item indicating expenditures for directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action, as those terms are defined in Government Code 305.002. Gov't Code 2254.030(d)

Adoption

The governing board of each institution, including each college district, shall approve on or before September 1 of each year an itemized budget covering the operation of the institution for the fiscal year beginning on September 1 of each year.

Copies of each such budget, including current operating funds, shall be furnished to the Coordinating Board and Legislative Budget Board electronically and bound paper copies to the governor's Office of Budget and Policy (OBP) and Legislative Reference Library by December 1 of each fiscal year. Additional copies shall be delivered to the Coordinating Board as required.

The governing board of the institution shall retain five copies of the budget for distribution to legislators or other state officials on request.

Copies shall be maintained in the institution's library.

Education Code 51.0051; 19 TAC 13.42(a), .43

Tax Information

The governing board of a taxing unit, including each college district, shall include as an appendix to the taxing unit's budget for a fiscal year the tax rate calculation forms used by the designated officer or employee of the taxing unit to calculate the no-new-revenue tax rate and the voter-approval tax rate of the taxing unit for the tax year in which the fiscal year begins. Tax Code 25.04(e-5)

Posting of Budget Information Online

Each taxing unit, including each college district, shall maintain an Internet website or have access to a generally accessible Internet website that may be used for the purposes of this section. Each taxing unit shall post or cause to be posted on the Internet website in a format prescribed by the comptroller the information described by Tax Code 26.16, including:

1. The taxing unit's budget for the preceding two years;
2. The taxing unit's proposed or adopted budget for the current year;

DATE ISSUED: 6/8/21
LDU 2021.01
CC(LEGAL) - LJC

Policies continued on next page

September 13, 2021 Minutes

Page 4834
3. The change in the amount of the taxing unit's budget from the preceding year to the current year, by dollar amount and percentage;

4. In the case of a taxing unit other than a school district, the amount of property tax revenue budgeted for maintenance and operations for the preceding two years and the current year; and

5. In the case of a taxing unit other than a school district, the amount of property tax revenue budgeted for debt service for the preceding two years and the current year.

_Tax Code 26.18 [See CAI]_

**Certain Donations**  
Funds, other property, or services may be donated to the Texas Military Department, a unit of the Texas National Guard, or a unit in the Texas State Guard by a political subdivision, including a college district. _Gov't Code 437.111(b), .252, .304(a)_
### ANNUAL OPERATING BUDGET

**Budget Planning**

Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the College District's programs and activities and provides the resources to implement them. In the planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered. Budget planning and evaluation are continuous processes and should be a part of each month's activities.

**Budget Preparation**

The budget shall conform to Coordinating Board requirements and meet the standards of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

**Budget Meeting**

The annual public meeting to discuss the proposed budget shall be conducted as follows:

1. The presiding officer shall request at the beginning of the meeting that all persons who desire to speak on the proposed budget sign up on the sheet provided.

2. Prior to the beginning of the meeting, the Board may establish time limits for speakers.

3. Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget.

4. No officer or employee of the College District shall be required to respond to questions from speakers at the meeting.

**Budget Adoption**

The adopted budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the College District's approved purchasing procedures. The expenditure of funds shall be under the direction of the College President or designee who shall ensure that funds are expended in accordance with the adopted budget.

**Budget Amendments**

The Board may amend the budget at any time during the fiscal year. The College District shall develop procedures for budget amendments.
KILGORE COLLEGE TASB POLICY CONVERSION

Summary of Policies 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 Policy & Personnel Committee Meeting Date:
August 31, 2021
Kilgore College Board of Trustees Meeting Date:
September 13, 2021

Proposed LOCAL Policy for Adoption:
• Section: C BUSINESS AND SUPPORT SERVICES
• Local: CD ACCOUNTING

Summary of LOCAL Policy:
• Documents how abandoned property and unclaimed property (such as checks issued by the College that are never cashed) are to be handled.

Procedures:
• The business office maintains a database that is published on the college’s website
• Any person seeking claim to the abandoned/unclaimed funds must fill out a form prescribed by the business office and submit to the business office
• The business office will release the abandoned/unclaimed funds after verification and update database

ACCOUNTING

The comptroller and the Coordinating Board jointly shall prescribe and periodically update a uniform system of financial accounting and reporting for institutions of higher education, including definitions of the elements of cost on the basis of which appropriations shall be made and financial records shall be maintained. The Coordinating Board may require institutions to report additional financial information as the Coordinating Board considers necessary. The accounts of the institutions shall be maintained and audited in accordance with the approved reporting system. Education Code 61.065(a)

Policies continued on next page
Policies cont.

| Collection of Delinquent Obligations | If under the rules adopted by the attorney general under Government Code Chapter 2107, an institution of higher education, including a college district, is not required to refer a delinquent obligation for collection to the attorney general, the institution is not required to expend resources for further collection efforts if, considering the amount, security, likelihood of collection, expense, and available resources, the institution determines that further collection should not be actively pursued. Education Code 51.010 |
| Abandoned Property | Property Code Chapter 76 applies to a junior college only if the governing board of the junior college takes formal action to opt to handle property presumed abandoned under Property Code Chapter 72 or Chapter 75 and valued at $100 or less in accordance with Chapter 76. Property Code 76.001 |
| Unclaimed Money Fund | This section applies to a credit balance of less than $25 held by an institution of higher education that is presumed abandoned under Property Code Chapter 72. An institution of higher education may maintain an unclaimed money fund and transfer to that fund a credit balance to which this section applies. A deposit to the unclaimed money fund does not affect the ownership of the amount deposited. The institution shall:  
1. Adopt procedures for owners to make and receive payments of claims against the fund; and  
2. Maintain a database that permits members of the public to search for ownership of unclaimed funds.  
The institution of higher education shall use the fund to pay the claims of persons establishing ownership of amounts transferred to the fund and shall hold and account for the unclaimed money fund as educational and general funds of the institution. If the fund balance is insufficient to pay a valid claim, the institution shall pay the claim from the college district's other educational and general funds. |

DATE ISSUED: 1/14/21  
UPDATE 30  
CD(LEGAL)-PJC

ACCOUNTING  
CD  
(LEGAL)  

Each fiscal year, after deducting funds sufficient to pay anticipated expenses of and claims against the unclaimed money fund, the institution shall use the balance of the fund as other educational and general funds of the institution.

If an institution of higher education maintains an unclaimed money fund under this section, Property Code Chapter 74 does not apply to a credit balance to which this section applies.  

Education Code 51.011; Property Code 74.001(c)

Policies continued on next page
Policies cont.

<table>
<thead>
<tr>
<th>ACCOUNTING</th>
<th>CD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abandoned Property</td>
<td>Property presumed abandoned under Property Code Chapter 72 or Chapter 75 and valued at $100 or less shall be handled in accordance with Property Code Chapter 76.</td>
</tr>
<tr>
<td>Unclaimed Money Fund</td>
<td>The College District shall maintain an unclaimed money fund for the deposit of credit balances, each less than $25 and presumed abandoned.</td>
</tr>
<tr>
<td></td>
<td>The College District shall maintain a public database indicating ownership of the unclaimed credit balances, and the College President or designee shall adopt procedures for owners to make and receive payments of claims against the fund.</td>
</tr>
<tr>
<td></td>
<td>The College District shall use the balance of the unclaimed money fund in accordance with Education Code 51.011.</td>
</tr>
</tbody>
</table>

---

**KILGORE COLLEGE TASB POLICY CONVERSION**

Summary of Policies 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 Policy & Personnel Committee Meeting:**
August 31, 2021

**Kilgore College Board of Trustees Meeting Date:**
September 13, 2021

**Proposed LOCAL Policy for Adoption:**
- **Section:** C BUSINESS AND SUPPORT SERVICES
- **Local:** CD ACCOUNTING
  - CDA ACCOUNTING
- FINANCIAL REPORTS AND STATEMENTS

**Summary of LOCAL Policy:**
- Documents requirements for financial reports to the Board

**Procedures:**
- Reports showing the financial performance of operating funds will be provided to the Finance, Investment & Audit Committee (FIA) for review and detail discussion
- The FIA Committee Chair will deliver the financial update as part of the committee report as an informational item
- The reports are made available to the Board of Trustees via the agenda management software prior to the scheduled meeting.

Policies continued on next page
Policies cont.

<table>
<thead>
<tr>
<th>ACCOUNTING</th>
<th>Financial Reports and Statements</th>
<th>CDA (LEGAL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Accounting and Reporting</td>
<td>The college district shall submit its audited annual financial report to the Coordinating Board by January 1st of each year. 10 TAC 13.02</td>
<td></td>
</tr>
<tr>
<td>Financial Reports</td>
<td>Each community college shall provide to the Coordinating Board financial data related to the operation of each community college using the specific content and format prescribed by the Coordinating Board. Each community college shall provide the report no later than January 1st of each year. General Appropriations Act, 80th Leg., R.S., H.B. 1, ill-213.</td>
<td></td>
</tr>
<tr>
<td>Annual Financial Statement</td>
<td>The governing body of a junior college district shall prepare an annual financial statement showing for each fund subject to the authority of the governing body during the fiscal year:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. The total receipts of the fund, itemized by source of revenue, including taxes, assessments, service charges, grants of state money, gifts, or other general sources from which funds are derived;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. The total disbursements of the fund, itemized by the nature of the expenditure; and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. The balance in each fund at the close of the fiscal year.</td>
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<td>Local Govt Code 140.005</td>
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| Publication and Filing | The presiding officer of a governing body shall submit the financial statement to a newspaper in each county in which the district or any part of the district is located. If a district is located in more than one county, the financial statement may be published in a newspaper that has general circulation in the district. If a newspaper is not published in the county, the financial statement may be published in a newspaper in an adjoining county. A statement shall be published not later than two months after the date the fiscal year ends. |
| Local Govt Code 140.005 |

| Annual Local Debt Report | A political subdivision, including a college district, shall annually compile and report certain financial information in the manner prescribed by this section. The Annual Local Debt Report to be compiled and reported by a political subdivision must include the following financial information: |
| | 1. Regarding local authorized debt obligations, |
| | a. The amount of all authorized debt obligations; |
| | b. The principal of all outstanding debt obligations; |

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Policies continued on next page
Policies cont.

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<td>FINANCIAL REPORTS AND STATEMENTS</td>
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- c. The combined principal and interest required to pay all outstanding debt obligations on time and in full;
- d. The amount of all authorized debt obligations secured by property taxes;
- e. The principal of all outstanding debt obligations secured by property taxes;
- f. The combined principal and interest required to pay all outstanding debt obligations secured by property taxes on time and in full;
- g. The combined principal and interest required to pay all outstanding debt obligations on time and in full for all obligations secured by property taxes expressed as a per capita amount; and
- h. The current credit rating on total debt obligations given by any nationally recognized credit rating organization.

2. Regarding each authorized debt obligation:
   - a. The principal of each outstanding debt;
   - b. The combined principal and interest required to pay each outstanding debt obligation on time and in full;
   - c. The issued and unissued amounts, the spent and unspent amounts, the maturity date and the stated purpose for which each debt obligation was authorized; and
   - d. The current credit rating on each debt obligation given by any nationally recognized credit rating organization.

3. Any other information considered relevant or necessary to explain the above required data elements, such as explanations of payment sources for different kinds of debt or projections of per capita amounts of ad valorem taxation-secured obligations as of the last day of the maximum term of the most recent debt obligation issued by the political subdivision.

Local Gov't Code 144.006(b); 34 TAC 10.2

The comptroller shall provide a location on the comptroller's Internet website where a political subdivision may submit the financial information described in 34 Administrative Code 10.2 and any other related information required or requested by the comptroller for the Annual Local Debt Report. The comptroller shall prescribe the form and manner in which financial information, financial documents, and related information must be submitted under 34 Administrative Code Chapter 10, Subchapter A. These Instructions and
other information related to local government debt reporting will be provided on the comptroller’s internet website. 1

34 TAC 10.5

Availability and Posting

On an annual basis, and within 180 days of the end of the most recently completed fiscal year, a political subdivision shall, in accordance with the reporting requirements set forth under Local Government Code 140.006, either:

1. Submit an Annual Local Debt Report to the comptroller as described in 34 Administrative Code 10.3, in the form and in the manner prescribed by the comptroller and, if the political subdivision maintains an Internet website, continually maintain a link from its website to the location on the comptroller’s website where the political subdivision’s financial information may be viewed; or

2. Post its contact information and the information required in an Annual Local Debt Report on the political subdivision’s own Internet website and make the report available for inspection by any person in accordance with other law.

For fiscal year 2019 and fiscal year 2020, a political subdivision shall submit to the comptroller or post the annual debt information described in 34 Administrative Code 10.4(a)(2) by the later of 180 days after the end of the respective fiscal year or 180 days after the effective date of Section 10.4, as amended.

A political subdivision that elects to post a report of its financial information on its own Internet website as described in 34 Administrative Code 10.4(a)(2) shall provide upon request an electronic link to the location on the political subdivision’s website where the information can be viewed to facilitate compliance with the requirements of Section 10.4(a) and to enable the comptroller to maintain a searchable database of local debt information that is comprehensive, accurate, and complete.

Local Govt Code 140.006(c)(3), (f); 34 TAC 10.4

A state agency, including a college district, is required to cooperate with and provide information to the comptroller as necessary to implement and administer the state expenditure database. A state agency is not required to record information or expend resources for the purpose of computer programming or other additional actions necessary to make information reportable under this section.

Each state agency that maintains a generally accessible Internet site or for which a generally accessible Internet site is maintained

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shall include a link on the agency’s internet site to the state expenditure database.

Gov’t Code 403.024(g)–(h), 2014, 125

Each institution of higher education, including each college district, shall post on the institution’s internet website a copy of the institution’s financial transactions to the extent necessary to provide, for each payment drawn from money appropriated from the state general revenue fund or received as student tuition or fee payments:

1. The amount of the payment;
2. The date of the payment;
3. A brief description of the purpose of the payment; and
4. The name of the payee.

An institution of higher education may comply by providing on the institution’s internet website an easily noticeable direct link, the purpose of which is clearly identifiable, to an internet website maintained by the comptroller that provides information concerning the institution that is similar to the information required above.

Education Code 51.0741

*Comptroller’s internet website: https://comptroller.texas.gov/transparency*

Periodic financial reports shall be submitted to the Board outlining the progress of the budget to that date and reporting on the status of all College District funds and College District accounts. These financial and budget progress reports shall indicate all receipts and their sources for the period, expenditures and their classification for the period, and the various fund balances at the beginning and the end of the period.
KILGORE COLLEGE TASB POLICY CONVERSION
Summary of Policies 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 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 Policy & Personnel Committee Meeting:
August 31, 2021
Kilgore College Board of Trustees Meeting Date:
September 13, 2021

Proposed LOCAL Policy for Adoption:
- Section: C BUSINESS AND SUPPORT SERVICES
- Local: CIA EQUIPMENT AND SUPPLIES MANAGEMENT;
  RECORDS MANAGEMENT

Summary of LOCAL Policy:
- Documents that Kilgore College must maintain records management functions and regulatory practices prescribed by state and federal laws. KC oversight is through the Records Management Officer (RMO)

Procedures:
- The RMO shall file her/his name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position
- The RMO shall file with the TSLAC a written certification that the College District has adopted records control schedules that comply with those issued by TSLAC to include Administrative Rules (ARs) for records preservation, maintenance, and protocols for consideration of routine records destruction; when they must be retained and when they must be destroyed
- The RMO shall address the length of time records will be posted on the College District’s website when the law does not specify a posting period

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Policies cont.

Kilgore College
002501
EQUIPMENT AND SUPPLIES MANAGEMENT
RECORDS MANAGEMENT

Note: For record retention requirements under specific statutes or rules, see the applicable policy code.

Local Government Record
A "local government record" means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information-recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a local government, including a college district, or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business. The term does not include:

1. Extra identical copies of documents created only for convenience of reference or research by officers or employees of the local government.
2. Notes, journals, diaries, and similar documents created by an officer or employee of the local government for the officer's or employee's personal convenience.
3. Blank forms.
4. Stocks of publications.
5. Library and museum materials acquired solely for the purposes of reference or display.
6. Copies of documents in any media furnished to members of the public to which they are entitled under Government Code Chapter 552 (Public Information Act) or other state law.
7. Any records, correspondence, notes, memoranda, or documents, other than a final written agreement described by Government Code 2000.054(c), associated with a matter conducted under an alternative dispute resolution procedure in which personnel of a state department or institution, local government, special district, or other political subdivision of the state participated as a party, facilitated as an impartial third party, or facilitated as the administrator of a dispute resolution system or organization.

(Local Gov't Code 201.003(8))

Board's Responsibilities
The governing body of a local government, including a college district, shall:

1. Establish, promote, and support an active and continuing program for the efficient and economical management of all local government records;

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2. Cause policies and procedures to be developed for the administration of the program under the direction of the records management officer;

3. Facilitate the creation and maintenance of local government records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the local government and designed to furnish the information necessary to protect the legal and financial rights of the local government, the state, and persons affected by the activities of the local government;

4. Facilitate the identification and preservation of local government records that are of permanent value;

5. Facilitate the identification and protection of essential local government records; and

6. Cooperate with the State Library and Archives Commission in its conduct of statewide records management surveys.

Local Gov’t Code 203.021

Custodians of Records

Custodians of records in each local government, including each college district, shall:

1. Cooperate with the records management officer in carrying out the policies and procedures established by the local government for the efficient and economical management of records and in carrying out the requirements of Local Government Code Title 6, Subtitle C;

2. Adequately document the transaction of government business and the services, programs, and duties for which the custodians and their staff are responsible; and

3. Maintain the records in the custodians’ care and carry out the preservation, microfilming, destruction, or other disposition only in accordance with the policies and procedures of the local government’s records management program and the requirements of Subtitle C and rules adopted under it.

State law relating to the duties, other responsibilities, or record-keeping requirements of a custodian of local government records do not exempt the custodian or the records in the custodian’s care from the application of Subtitle C and rules adopted under it and may not be used by the custodian as a basis for refusal to participate in the records management program of the local government whose establishment is required by Local Government Code Chapter 203.

Local Gov’t Code 203.022

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The governing body of each local government shall designate a records management officer by:

1. Designating an individual; or

2. Designating an office or position, the holder of which shall be the records management officer.

The name, office, or position of the records management officer shall be entered on the minutes of the governing body. The name or the name and office or position of the records management officer shall be filed by the records management officer with the director and librarian within 30 days after the date of the designation.

The designation of a new individual or a new office or position shall be entered on the minutes and reported by the records management officer to the director and librarian in the same manner as the original designation. If the order designating a records management officer designates an office or position rather than an individual, a new holder of that office or position must file the holder's name with the director and librarian within 30 days after the date of assuming the office or position.

*Local Gov't Code 203.025(a)–(e)*

The records management officer in each local government shall:

1. Assist in establishing and developing policies and procedures for the records management program for the local government.

2. Administer the records management program and provide assistance to custodians for the purposes of reducing costs and improving the efficiency of recordkeeping.

3. In cooperation with the custodians of the records, prepare the records control schedules and amended schedules required by Local Government Code 203.041 and the list of obsolete records as provided by Local Government Code 203.044.

4. In cooperation with custodians, identify and take adequate steps to preserve local government records of permanent value.

5. In cooperation with custodians, identify and take adequate steps to protect essential local government records.

6. In cooperation with custodians, ensure that the maintenance, preservation, microfilming, destruction, or other disposition of records is carried out in accordance with the policies and pro-
Policies cont.

4. Establishes a retention period for each local government record as required by Local Government Code Chapter 203, Subchapter C, and

5. Complies with a local government records retention schedule distributed by the director and librarian under Government Code 441.158 and any other state and federal requirements.

Gov't Code 441.159

Retention Schedules

On or before January 4, 1990, the records management officer shall:

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Policies cont.

1. Prepare a records control schedule listing the following records and establishing a retention period for each as provided by Local Government Code 203.042:

   a. All records created or received by the local government or elective county office;

   b. Any record no longer created or received by the local government or elective county office that is still in its possession and for which the retention period on a records retention schedule issued by the commission has not expired; and

   c. Any record no longer created or received by the local government or elective county office that is still in its possession and for which the retention period on a records retention schedule issued by the commission has expired but which will not be destroyed as provided by Local Government Code 203.044; and

2. File with the director and librarian a written certification of compliance that the local government or the elective county office has adopted records control schedules that comply with the minimum requirements established on records retention schedules issued by the commission.

At the discretion of the records management officer the records control schedule may also list and provide retention periods for material that is excluded from the definition of a local government record by Local Government Code 201.003(b) and exempted records described by Local Government Code 202.001(b) if in the officer’s opinion the inclusion of the material or records is necessary to ensure the periodic destruction of the material or records in the interest of efficient records management.

The records management officer shall review the records control schedules of the local government or elective county office and prepare amendments to the schedules as needed to reflect new records created or received by the government or office or revisions to retention periods established in a records retention schedule issued by the commission. The records management officer shall file with the director and librarian a written certification of compliance that the local government or the elective county office has amended the records control schedules to comply with the minimum requirements established on records retention schedules issued by the commission.

The governing body shall require in the ordinance or order establishing the records management program the review or approval of
a records control schedule or amended schedule by the officers of
the local government as it considers necessary. The records con-
trol schedule or amended schedule for an elective county office
need only be approved by the elected official in charge of that of-

cce.

Records control schedules may be prepared on an office-by-office
basis or on a department-by-department basis within each office.

A local government that intends to retain all records permanently or
that destroys only those records for which no retention periods
have been established in a records retention schedule established
under Government Code 441.193 is not required to prepare a rec-
ords control schedule.

Local Gov't Code 203.041

The records retention schedules adopted in 1 Administrative Code
7.128 shall be considered minimum requirements and shall in no
way affect the authority of the governing bodies of local govern-
ments to establish longer periods of time for which records of their
government are to be retained. The applicable records retention
schedules adopted by the State Library and Archives Commission
include:

1. Local Schedule GR—Records Common to all Governments;

2. Local Schedule EL—Records of Elections and Voter Registra-
tion;

3. Local Schedule TX—Records of Property Taxation; and

4. Local Schedule JC—Records for Public Junior Colleges.

13 TAG 7.123(b), .125

Note: Local government records retention schedules¹ are
available on the Texas State Library and Archives Com-
misson website.

Destruction of
Records

Records That May
Be Destroyed

A local government record may be destroyed if:

1. The record is listed on a valid records control schedule and
   either its retention period has expired or it has been micro-
   filmed or stored electronically in accordance with the require-
   ments of Local Government Code Chapters 204 and 205;

2. The record appears on a list of obsolete records as provided
   by Local Government Code 203.044; or

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3. The record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least ten days before destroying the record as required by Government Code 441.165.

The following records may be destroyed without meeting the above conditions:

1. Records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law.

2. Records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the Commission.

Local Gov't Code 202.001

Exceptions

A local government record the subject matter of which is known by the custodian to be in litigation may not be destroyed until the litigation is settled. A local government record subject to a request under Government Code Chapter 552 may not be destroyed until the request is resolved. Local Gov't Code 202.002

Manner of Destruction

A local government record may be destroyed by burning, shredding, pulping, or burial in a landfill or by sale or donation for recycling purposes except that records, including extra identical copies of a local government record, to which public access is restricted under Government Code Chapter 552 or other state law may be destroyed only by burning, pulping, or shredding.

A local government that sells or donates records for recycling purposes shall establish procedures for ensuring that the records are rendered unrecognizable as local government records by the recycler.

The director and librarian may approve other methods of destruction that render the records unrecognizable as local government records.

Local Gov't Code 202.003, .006

Alienation of Records

A local government record may be sold or donated, loaned, transferred, or otherwise passed out of the custody of a local government to any public institution of higher education, public museum, public library, or other public entity with the approval of the local government's records management officer and after the expiration of the record's retention period under the local government's records control schedule.

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A local government record may not be sold or donated (except for the purposes of recycling), loaned, transferred, or otherwise passed out of the custody of a local government to any private college or university, private museum or library, private organization of any type, or an individual, except with the consent of the director and librarian and after the expiration of its retention period under the local government's records control schedule.

A records management officer or custodian may temporarily transfer a local government record to a person for the purposes of microfilming, duplication, conversion to electronic media, restoration, or similar records management and preservation procedures.

Local Gov't Code 202.004

Right of Recovery

In accordance with Local Government Code 202.005, the governing body may demand and receive from any person any local government record in private possession created or received by the local government the removal of which was not authorized by law.

Local Gov't Code 202.005(a)

Preservation of Records

A governmental body, including a college district board of trustees, may determine a time for which information that is not currently in use will be preserved, subject to any applicable rule or law governing the destruction and other disposition of local government records or public information. Gov't Code 552.004(a)

Microfilming

Any local government record may be maintained on microfilm in addition to or instead of paper or other media, subject to the requirements of Local Government Code Chapter 204 and rules adopted under it by the State Library and Archives Commission.

Local Gov't Code 204.002-.003

Electronic Storage

Any local government record data may be stored electronically in addition to or instead of source documents in paper or other media, subject to the requirements of Local Government Code Chapter 205 and rules adopted under it by the State Library and Archives Commission.

Local Gov't Code 205.002-.003

Penalties

An officer or employee of a local government commits an offense if the officer or employee knowingly or intentionally violates this subtitle or rules adopted under it by destroying or alienating a local government record in contravention of Local Government Code Title 6, Subtitle C or by intentionally failing to deliver records to a successor in office as provided by Local Government Code 201.006(a).

Local Gov't Code 202.008
Federal Investigations and Bankruptcy

Whoever knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States or any case filed under U.S.C. Title 11 (bankruptcy), or in relation to or contemplation of any such matter or case, shall be fined, imprisoned not more than 20 years, or both. 18 U.S.C. 1519

Chapter 176 Disclosures

A records administrator shall:

1. Maintain a list of local government officers of the local governmental entity and shall make that list available to the public and any vendor who may be required to file a conflict of interest questionnaire under Local Government Code 176.008 [see CFE]; and

2. Maintain the statements and questionnaires that are required to be filed under Local Government Code Chapter 176 [see BBFA, CFE, and DBD] in accordance with the local governmental entity's records retention schedule.

Local Gov't Code 176.0065

"Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity or another person designated by the local governmental entity to maintain statements and questionnaires filed under Local Government Code Chapter 176 and perform related functions. Local Gov't Code 176.091(3)

Local Government Retention Schedules:
https://www.tsl.texas.gov/lism/recordsplus/local/retention.html

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EQUIPMENT AND SUPPLIES MANAGEMENT
RECORDS MANAGEMENT

The College President shall oversee the performance of records management functions prescribed by state and federal law:

- Records Administrator, as prescribed by Local Government Code 178.001 and 178.007 [See BBFA and CFE]
- Officer for Public Information, as prescribed by Government Code 552.201–205 [See GCB]
- Public Information Coordinator, as prescribed by Government Code 552.012 [See BBD]

Local Government Records Act
Local Government Record
Records Management Officer

The term "local government record" shall pertain to all items identified as such by the Local Government Records Act.

Records Control Schedules

The Library Director/Record Management Officer shall serve as and perform the duties of the College District's records management officer, as prescribed by Local Government Code 233.023, and shall administer the College District's records management program pertaining to local government records in compliance with the Local Government Records Act.

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Records Control Schedules

The records management officer shall file with the TSLAC a written certification that the College District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.

Website Postings

The College District's records management program shall address the length of time records will be posted on the College District's website when the law does not specify a posting period.

Records Destruction Practices

All local government records shall be considered College District property and any unauthorized destruction or removal shall be prohibited. The College District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the College District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

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The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable College District staff are trained on the College District's records management program, including this policy and corresponding procedures.
2. INFORMATION ITEM: Culmination of 2016-2021 Strategic Plan  
***Presenter: Dr. Brenda Kays***

STRATEGIC PLAN ITEMS TO BE COMPLETED BY AUGUST 2021

**Outcome 1A.4:** By August 2020 and ongoing, improve the attractiveness of attending KC by embedding the principles of radical hospitality as evidenced by secret shopper results and surveys of students to gauge the implementation of the tenets of radical hospitality. (Responsible: President, all administration, faculty and staff)

**COMPLETE:** Spring 2021 Student Satisfaction Survey:
- 90% were very satisfied/satisfied with their educational experience at KC
- 89% would recommend KC to a friend

**Outcome 2A.2:** By August 2019, a wireless environment will be available at both campus locations to support students, faculty, and staff as evidenced by findings on a connectivity audit. (Responsible: President, Vice President of Finance, Director of Information Technology)

**COMPLETE:** All buildings planned for 2021 complete (All equipment, access points and ceiling ordered. All delayed due to supply chain disruption.)

**Outcome 2C.5:** By August 2021, improve the new employee experience through expanded and improved employee onboarding, including “KC 101” in HR training modules, and creating additional HR training modules as evidenced by 90% satisfaction rate on the New Employee First-Year Satisfaction Survey. (Responsible: President, Director of Human Resources)

**NOT MET:** Summer 2021 New Employee Orientation Survey indicated 80% were very satisfied/satisfied with New Employee Orientation. Moved forward to 2021 – 2024 Strategic Plan – Outcome 4A.2

**Outcome 2C.6:** By August 2021, complete an analysis of salary parity and turnover and conduct a salary study as evidenced by a new salary schedule. (Responsible: President, Executive Vice President, Vice President of Instruction, Vice President of Administrative Services, Vice President of Institutional Planning, Director of Human Resources)

**COMPLETE AND ONGOING:** We are utilizing currently available information; will conduct a new salary study once VP of Organizational Development and Excellence is on board

**Outcome 3B.1:** By August 2019, increase student satisfaction with residence halls as evidenced by a 90% satisfaction rate on the Residential Life Survey. (Responsible: President, Vice President of Finance, Facilities Manager, Vice President of Student Development, Director of Residential Life)

**NOT MET:** Fall 2020 survey indicated 82% satisfaction with the residence halls. This is an increase of 28 percentage points from the baseline of 54%. This is likely the highest result we can get without significant renovations or new housing facilities and considering strict COVID-19 protocols that have been in place.

Moved forward to 2021 – 2024 Strategic Plan – Outcomes 4B.3 & 4B.4

Culmination of Strategic Plan continued on next page
Culmination of Strategic Plan cont.

Outcome 3B.2: By August 2019, increase employee satisfaction with facilities contractor as evidenced by a 90% satisfaction rate on the Employee Customer Service survey. (Responsible: President, Vice President of Finance, Facilities Manager) COMPLETE: Spring 2021 Employee Customer Service survey indicated 90% satisfaction rate

Outcome 3B.5: By August 2021, have a plan in place for the renovation of Dodson Auditorium and Parks Natorium as evidenced by architectural/engineering drawings, cost estimates, and a plan for a funding campaign. (Responsible: President, Vice President of Administrative Services, Executive Vice President, Rangerette Directors, Vice President of Instruction, Dean of Enrollment Management and Student Success, Dean of Arts and Mathematical Sciences, Director of Parks Fitness Center, Facilities Director, Chief Development Officer) COMPLETE: Plans are in place for each of these

Outcome 4B.3: By August 2019, increase experiential learning opportunities in workforce education programs as evidenced by an increased number of students participating in internships and co-ops. (Responsible: President, Vice President of Instruction, Deans, Faculty) COMPLETE: Data illustrates an increase and a growth trend
2018-2019 171 students enrolled in Internships and Co-ops
2019-2020 147 students enrolled in Internships and Co-ops
2020-2021 192 students enrolled in Internships and Co-ops

Outcome 5A.2: By August 2019, conduct focus groups and surveys of the following populations: non-matriculated students, dual credit students, enrolled students, graduating students as evidenced by actionable results. (Responsible: President, Vice President of Institutional Planning, Executive Vice President, Dean of Enrollment Management and Student Success, Director of Marketing) COMPLETE – focus groups have informed the work of the Improving the Student Experience project, 2021 data summit, and development of the next strategic plan

Outcome 5C.1: By August 2020, measure the effectiveness of new initiatives through the use of return on investment (ROI) analyses as evidenced by ROI data. (Responsible: President, Vice Presidents) COMPLETE – EFFORTS ARE ESTABLISHED AND ONGOING: Title III project includes assessment of effectiveness of online new student orientation and registration; student success data was constantly monitored during the first year of implementation of the Focus to Finish Initiative.

Outcome 5C.2: By August 2020, prioritize initiatives with particular emphasis on increasing state funding and optimizing tuition revenue as evidenced by increases in state formula funding allocations, student success points funding, and tuition revenues. (Responsible: President, Vice Presidents) COMPLETE – state formula funding and student success point funding increased in the 2021 legislative session as compared to 2019. Tuition revenue this year is greater than what was projected in the budget and is higher than FY 2020, even though we consciously did not raise tuition.
C. Property & Facilities Committee - Josh Edmonson, Chair

1. ACTION ITEM: Consider approval of: (1) Sale, sales contract, and lease agreement related to property located at 600 Harris St. in Kilgore, (2) delegating to the College President the authority to negotiate and finalize any remaining lease terms related to this same property, and (3) authorizing the College President to sign the deed, sales contract, lease agreement, and any other necessary paperwork related to the sale and lease of same property

Presenter: Dr. Brenda Kays

Josh Edmonson made the motion to approve the (1) Sale, sales contract, and lease agreement related to property located at 600 Harris St. in Kilgore, (2) delegating to the College President the authority to negotiate and finalize any remaining lease terms related to this same property, and (3) authorizing the College President to sign the deed, sales contract, lease agreement, and any other necessary paperwork related to the sale and lease of same property. Because the motion came from a committee a second was not required. The motion passed unanimously.
LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ___ day of ___ 2021 ("Effective Date"), by and between KILGORE INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "Landlord" or "KISD") and KILGORE COLLEGE (hereinafter referred to as "Tenant" or "KC").

WITNESSETH:

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant, the after-mentioned land and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term and Rent. Landlord leases to Tenant and Tenant leases from Landlord, the land and improvements, known as R. E. St. John Memorial Stadium ("Stadium") located at 600 Harris Street, Kilgore, Texas 75662, as more particularly described on the attached EXHIBIT A, which is incorporated fully herein by reference (hereinafter referred to as the "Premises"). The term of this Lease (the "Term") shall commence on the Effective Date, and shall be for a period of six (6) years, unless terminated earlier than that date in accordance with the terms in this Lease Agreement. Tenant shall use the Premises only for the purpose of KC home football games, KC football practice, KC band practice, KC Rangerette practice and any other approved KC related activities (collectively referred to as "Student Events") on dates approved in advance by Landlord under paragraph 4 below. The Student Events include the pre-season, regular season, and post season for KC football. Tenant shall be allowed to occupy and have exclusive use of the Fieldhouse on the Premises for the Term, as set forth in Section 7. "Premises" shall specifically include parking, the press box, visiting team locker room, public restroom and all other facilities on the Premises other than the Stadium concession areas. Stadium concession areas are excluded from this Lease but may be rented by separate agreement.

   a. Annual Base Rent. Tenant shall pay to Landlord the amount of Eighteen Thousand Dollars ($18,000.00) ("Base Rent") per year for the exclusive use of the Fieldhouse during the Term. Payment shall be made as specified in Section 3.

   b. Additional Rent. As additional rent ("Additional Rent") Tenant shall pay to Landlord for each Stadium use the following fees:

      i. KC Home Football games which includes all pre-season, regular season, and post-season games, at an amount of $3,500.00 per game.

      ii. KC Football and/or playoff prescheduled practice times to include all pre-season, regular season, and post-season practices, at an amount of $75.00 per hour.

      iii. KC Rangerette prescheduled practices at an amount of $25.00 per hour.
iv. KC Band prescheduled practices at an amount of $25.00 per hour.

v. KISD agrees to allow KC use of the Stadium for additional approved college related activities at an amount of $125.00 per hour.

Payment of Additional Rent shall be made according to the terms set forth in Section 1.c. and Section 3.

c. Estimated Additional Rent. Estimated Additional Rent shall be used at the beginning of each year of this Lease Agreement to bill the first invoice for Additional Rent, based upon Tenant’s anticipated usage of the Stadium (“Estimated Additional Rent”). The anticipated usage will be used to calculate Estimated Additional Rent for the year, and such calculation will be prepared by Landlord and sent to Tenant. Using this Estimated Additional Rent, Landlord will invoice Tenant in September of each year (as set forth in Section 3) for half of the Estimated Additional Rent, and then in June of each year Landlord will invoice Tenant for any remaining Additional Rent based on actual usage for the year.

d. No Increase in Rent During Term. The Base Rent and Additional Rent set forth herein shall not increase during the Term. With respect to any Renewal Period(s), the parties agree that the Base Rent and Additional Rent may be renegotiated at either party’s option. If either party wishes to renegotiate Base Rent or Additional Rent for a Renewal Period, that party shall give at least ninety (90) days’ written notice prior to the beginning of the upcoming Renewal Period.

e. Automatic Renewal. Upon the expiration of the initial Term, this Agreement shall automatically renew (the “Renewal Period”), under the same terms and conditions, on a biennial basis for additional two (2) year terms unless either party gives the other party at least six (6) months written notice prior to any renewal term of its intent not to renew.

3. Payment. Tenant shall pay Base Rent in cash. Tenant may, in its sole discretion, pay Additional Rent in either cash or in cash value of dual credit tuition scholarships (“Tuition”) or a combination of both. If Additional Rent is paid in whole or part by Tuition, then the cash value of same Tuition shall be determined by the current tuition rate for dual credit courses set by Tenant at the time it is assessed and will be added to Landlord’s existing dual credit tuition scholarship credits (“Tuition Credits”). Landlord will invoice Tenant for half of the Base Rent ($9,000.00) and half of Estimated Additional Rent in September of each year of the Lease. In June of each year of the Lease, Landlord will invoice Tenant for the other half ($9,000.00) of the Base Rent and the remainder owing for the Additional Rent. Cash payments shall be due within thirty (30) days of the date of invoice. Payments made in Tuition shall be made pursuant to Section 3.

4. Scheduling. KC and KISD shall work together in good faith in scheduling KC Student Events.

a. KC will coordinate and schedule post-season and/or championship competitions in writing with KISD at least two (2) weeks prior to the event. However, if KC has
less than two (2) weeks’ notice of such events, it will coordinate and schedule with KISD as soon as possible.

b. All KC Student Events must be pre-scheduled with the KISD Athletic Department. The parties agree to attempt in good faith to resolve to the mutual satisfaction of both parties any actual or potential scheduling conflicts which may occur. However, in the event a scheduling conflict arises which cannot be resolved, KISD’s right to use the Stadium shall take precedence to the rights granted to KC in this Operating Agreement.

5. Tuition Payments. The parties agree that payment by Tenant in Tuition shall be calculated and paid as follows:

a. On or before KC’s enrollment deadline for each semester/term, KISD will enroll qualified KISD students in dual credit courses. KISD shall determine which KISD students participate and which courses receive full or partial tuition payment under this Agreement.

b. KC shall provide KISD with a dual credit student enrollment lists for each semester that details courses taken, credit hours, and tuition charged for each student. KISD shall review these student enrollment lists to ensure accuracy for student course enrollment, account balances, and tuition payments. KC and KISD shall have dual responsibility to reconcile the Tuition Scholarship Account each semester.”

c. KC retains the exclusive authority to set the per credit hour cost of tuition for dual credit courses. Any change, however, shall not be unique to the tuition contemplated by this Lease Agreement and must also apply to all dual credit enrollees in order to be effective as to KISD dual credit enrollees. KC shall communicate any changes in tuition cost to KISD as soon as practicable, but no later than 90 days before the start date of each semester/term.

d. Not more than once per year, each party will have the right to a reasonable inspection of the books and records of the other party related to the calculation of payment and amounts paid.

6. Advertising. Tenant shall have the right to post, exhibit or display any temporary advertising at the Stadium during Student Events. Tenant shall have the right to negotiate, execute and perform any and all contracts, use agreements, licenses and other agreements for the use of temporary advertising space within the Stadium or any part thereof. All revenues derived from such advertising rights or licenses shall be the property of Tenant. However, all advertising must be temporary and removed by Tenant after each Student Event.

7. Fieldhouse. Tenant shall have exclusive use of the Fieldhouse and ingress and egress to same during the entire Term, twenty-four (24) hours a day, including unlimited and unrestricted access to the same. Landlord shall provide all keys and security codes to Tenant for Fieldhouse. Landlord shall have the right to inspect the Fieldhouse upon written request, and forty-
eight (48) hours minimum notice, and accompanied by a representative of Tenant. Landlord may not enter the Fieldhouse building without permission of Tenant at any time, unless an emergency exists, at which time Tenant will be immediately notified. Landlord may not allow any third party to enter the Fieldhouse during this Lease unless it is for maintenance and repairs and notice is given, as required herein. Tenant shall be responsible for all janitorial costs for the interior of the Fieldhouse. Tenant will be responsible for payment of all utilities for the Fieldhouse. Tenant shall pay the utilities providers directly. Tenant shall not sublease the Fieldhouse or allow any use or access to the Fieldhouse by any third party. Tenant is responsible for maintenance of the Fieldhouse interior fixtures, finishings, furniture, and equipment ("Equipment") and agrees to keep Equipment in the same condition as it is in at the beginning of this Lease, excepting normal wear and tear. To the extent that Equipment is damaged or lost, KC is responsible for replacing same. Landlord is responsible for maintenance of the Fieldhouse exterior, structural systems, plumbing, HVAC, and mechanical systems of the Fieldhouse.

8. Parking Lots. Tenant shall be permitted to use the Landlord's parking lots for the Stadium during home games and other scheduled Student Events each year. Tenant shall be permitted to use the parking lots at all times during the Lease to access and park at the Fieldhouse. Landlord is solely responsible for cleanup, maintenance, upkeep and lighting of the Stadium parking lots at all times.

9. Assignment and Subletting. Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, without obtaining the prior written consent of the Landlord. Any assignment or subletting without Landlord consent in writing shall be void.

10. Improvements to Stadium. Landlord acknowledges that Tenant has contractually agreed to pay Landlord $500,000.00 for replacement of the turffield at the Stadium ("Turf Improvements") pursuant to a Contract for Sale of Real Property ("Stadium Sales Contract") entered into by the parties at or near the same time as this Lease Agreement. Landlord further acknowledges and agrees that $429,000.00 of the amount owed by Tenant for Turf Improvements has been paid pursuant to the Stadium Sales Contract, and that Tenant will pay the remaining $71,000.00 for Turf Improvements ("Remaining Payment") through tuition, as defined and set forth herein in Sections 3 and 5. The Remaining Payment will be paid within ninety (90) days of the Effective Date and will be added to Landlord's Tuition Credits. The parties expressly agree that Tenant's payment of the Remaining Payment for Turf Improvements fully satisfies Tenant's sole obligation with respect to any expenses or improvements related to the Stadium or Premises and that Tenant has no other obligations whatsoever related to expenses, upkeep, or improvements related to the Stadium or Premises, other than its obligations related to the interior of the Fieldhouse set forth in Section 7. Landlord agrees to perform the Turf Improvements within the first three (3) years of the initial Term of this Lease.

11. Tenant's Responsibilities. KC agrees to the following:

   a. For KC home football games, KC shall:
      i. provide ambulance service.
Lease Agreement cont.

ii. provide trained staff to operate the game clock and twenty-five second clock.

iii. provide the administrative staff reasonably necessary to sponsor the Student Event, including ticket sales, program sales, gate keepers, public address announcer, spotter, and other administrators. All revenues from ticket and program sales shall be the sole property of KC.

iv. Provide fan concessions as needed.

v. Recruit, pay, and employ all appropriate individuals who will serve as game officials, including the linesman, the chain crew and other officials who are necessary for the proper conduct of the athletic event, and provide reasonable police and/or security services for crowd control and traffic control at the Stadium.

vi. vacate the Stadium within two (2) hours following football games.

b. For other KC pre-scheduled Student Events, KC shall:

i. Vacate the Stadium within 30 minutes following the student event.

c. KC and its employees, agents, servants, and subcontractors agree to obey all laws, ordinances, rules and regulations applicable to the use of the Stadium for all scheduled events. This includes obeying all instructions from police, traffic and security personnel pertaining to crowd control, parking, traffic and general crowd behavior. Current KISD Stadium rules and regulations are attached to this agreement as EXHIBIT B, and incorporated herein by reference. From time to time, KISD may amend the Stadium Rules and Regulations and will provide KC with reasonable notice of same.

d. All events conducted by KC at the Stadium will be performed in a prudent manner with due care to protect the Stadium facilities from damage. Following KC Stadium events, KISD shall be responsible for inspection of the Stadium and shall contact KC in a timely manner to report possible damage resulting from KC Stadium use. Should it be agreed upon that the reported damage be a result of KC Stadium usage, KC shall be responsible for reimbursing KISD for any and all costs incurred to repair Stadium damage incurred during scheduled KC events.

12. Landlord's Responsibilities. KISD agrees to the following:

a. With respect to scheduling, KISD shall:

i. Make the Stadium available and give KC exclusive access to Stadium for KC's annual pre-scheduled Student Events and any additional approved KC related activities.
b. For some football games, KISD shall:
   i. Provide and pay for the utilities necessary to operate the Stadium for the event.
   ii. Provide staffing for general Stadium upkeep and maintenance prior to and following the event.
   iii. Provide staffing for video board operation, maintenance personnel on call, and custodial service to provide routine cleanup and maintenance to the Stadium following all KC home football games.
   iv. Provide facilities within the Stadium for visiting teams to use for athletic events, but no guarantee is made as to which area shall be made available for their utilization.
   v. Provide access to the Stadium and field at least three (3) hours before the commencement of the athletic event and two (2) hours post-event.

g. For all other pre-scheduled KC Stadium events KISD shall:
   i. Provide and pay for the utilities necessary to operate the Stadium for the event.
   ii. Provide staffing for general Stadium upkeep and maintenance prior to and following the event.
   iii. Provide access to the Stadium 30 minutes prior to the event and 30 minutes post-event. Access to the field shall be limited to the pre-scheduled time.

13. Improvements to Fieldhouse. Any improvements made by the Tenant to the Fieldhouse that attach to the structure of the building shall become the property of the Landlord. Any such Improvements must be approved in writing by Landlord in advance.


   a. Tenant shall, during the entire Term of this Lease, procure and keep in full force and effect, a general liability policy that covers the leased Premises, in which the limits of liability shall not be less than a single limit of $100,000.00 per occurrence / $330,000.00 general aggregate. The policy shall name Landlord as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. A Certificate of Insurance shall be delivered to Landlord upon execution of this Lease Agreement.
b. Landlord shall during the entire Term of this Lease procure and keep in full force and effect property and casualty insurance for the Fieldhouse in an amount sufficient to replace same. Landlord agrees to replace the Fieldhouse or provide a reasonable substitute for same on the Premises if it is damaged or destroyed during the Term. If a substitute for the Fieldhouse is provided, the same terms and conditions herein that apply to the Fieldhouse will apply to same substitute. Tenant is responsible for insuring the contents of the Fieldhouse.

15. Indemnification.

a. To the extent allowed by law and without waiving its entitlement to sovereign or governmental immunity in any way, Tenant agrees to indemnify, defend and hold harmless, Landlord, including its Board and employees, from and against any and all claims and liability, which directly result from the gross negligence or willful misconduct of Tenant, its employees or agents.

b. To the extent allowed by law and without waiving its entitlement to sovereign or governmental immunity in any way, Landlord agrees to indemnify, defend and hold harmless, Tenant, including its Board and employees, from and against any and all claims and liability, which directly result from the gross negligence or willful misconduct of Landlord, its employees or agents.

16. Damage or Destruction of Leased Premises. In the event that the leased Premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within three hundred sixty-five (365) days, then this Lease shall be terminated upon Tenant’s sole option. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the Premises, within such three hundred sixty-five (365) days. In the event Landlord determines that the Premises cannot be rebuilt or restored within three hundred sixty-five (365) days as provided hereinabove, then it shall give written notice of this determination to Tenant within fifteen (15) days from the date of such casualty.

17. Storage. Storage for use by tenant shall be made available upon request if Landlord has adequate space to accommodate same request.

18. Renovations. Landlord shall make all reasonable efforts to perform any construction, renovations or improvements ("Renovations") to the Stadium or Premises, at times that do not interfere with Tenant’s use of the Stadium pursuant to this Lease Agreement. Any Renovations shall not prevent Tenant’s use of or access to Fieldhouse and will not damage or destroy Fieldhouse.

19. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the

Landlord as follows:

LEASE AGREEMENT PAGE 7

Lease Agreement continued on following page
Office of the Superintendent
Kilgore Independent School District
301 North Kilgore Street
Kilgore, Texas 75662

and to Tenant as follows:

Office of the President
Kilgore College
1100 Broadway
Kilgore, Texas 75662

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

20. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

21. Headings. The headings herein are intended as guides only and shall not be construed as having any legal effect.

22. Compliance with Applicable Laws. Tenant shall comply with all applicable laws, ordinances, rules and regulations and keep in effect at all times, all material permits, licenses, and contractual arrangements as may be necessary for its Student Events at the Stadium.

23. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

24. Governing Law and Venue. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance. Venue for litigation between the parties shall be solely and exclusively in Gregg County, Texas.

25. Invalidity. If any provision of this Agreement is, for any reason, held to violate any applicable law, and such provision is held unenforceable, then the invalidity or illegality of such specific provision will not be held to invalidate any other provision.
26. **Force Majeure.** Neither KISD nor KC will be in default in the performance of its obligations under this Agreement, if such performance is prevented or delayed by Force Majeure; provided the party claiming such Force Majeure notifies the other party of the occurrence thereof within thirty (30) days and promptly commences, diligently pursues and takes all reasonable actions to limit the effect of such Force Majeure. Force Majeure is understood to be any cause which is beyond the reasonable control of the party affected, including but not limited to war, hostilities, pandemic, government order, revolution, civil commotion, strike lockout, epidemic, accident, wind, flood, or because of any law, order, proclamation, regulations, or ordinances of the State or Federal government or any subdivision thereof.

27. **Mediation.** Disputes, controversies, and claims arising under, out of or relating to this Lease Agreement and any subsequent amendments of, or in relation thereto, including, but not limited to, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, and operation of the Stadium shall first be submitted to a mediator or attorney agreed on by the parties. The parties shall make a good faith effort to resolve disputes first through mediation. However, in instances whereby litigation is necessary because an injunction and other equitable relief is sought by one of the parties, this mediation clause shall not preclude litigation in those instances. In all other instances, the parties agree that mediation shall be a condition precedent to litigation.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed in duplicate as of the Effective Date.

**LANDLORD:**
Kilgore Independent School District

**TENANT:**
Kilgore College

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Authorized Representative

Title

Title

Date

Date

[Lease Agreement cont.]

Lease Agreement continued on following page
EXHIBIT B

KISD Stadium Rules and Regulations

R. E. St. John Stadium Facility Use and Guidelines
R. E. St. John Stadium Facility Use & Guidelines

PURPOSE OF THIS DOCUMENT

The Board of Trustees and the administrators of Kilgore Independent School District (KISD) are charged with the responsibility of supervising and maintaining the facilities of the District. Procedures have been developed to help safeguard and ensure that the District's RE St John Stadium activities are maintained with high standards. The KISD Board of Trustees welcomes public use of RE St. John Stadium for educational, recreational, civic, or social activities, when these activities do not conflict with school use or with local or state laws or regulations and District Procedures. Requests for non-school use of the District's facilities shall be considered on a first-come-first-served basis. Academic and extracurricular activities sponsored by the District shall always have priority. The Superintendent or his designee shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity or emergency.

GENERAL INFORMATION

Sponsors of organizations who request use of KISD's RE St John Stadium facility are responsible for reading all rules and guidelines for Facility Usage and communicating them to their organizations, staff, volunteers, performers, students, parents, other participants, and audience members as appropriate. Additional information, questions, and concerns should be directed to the KISD Athletic Director/Athletics Facilities Manager at 903.988-3900.

RESPONSIBILITIES FOR OUTSIDE ORGANIZATIONS

- It is the responsibility of the Sponsors of any group requesting use of the Stadium to supervise and be responsible for the actions and conduct of all persons participating in a facility use event.
- The Sponsor shall be in attendance before, during, and after the event, and they must be easily accessible and visible throughout the event. The Sponsor will be required to stay at the facility until all event participants and guests have departed the premises.
Lease agreement cont.

- It is the responsibility of the Sponsors to challenge and exclude anyone for whom the Sponsors are not assuming responsibility.
- The Sponsor agrees to protect District Property against abuse and agrees to pay for any damages that occur during the time the group uses the facilities.
- Reasonable security arrangements, appropriate to the type of event for which the RCISD facility has been contracted and approved by KISD may be allowed, however, if audience behavior is not appropriate, it is the responsibility of the Sponsors to address all issues, concerns and or offending person(s).
- Access to RE St John Stadium shall be restricted to the specific areas as requested and or allowed by agreement. Store rooms, mechanical rooms, electric panel rooms, technology hub rooms, the Stadium offices, and other restricted areas are off-limits.
- Participation for any usage (school and non-school) shall not discriminate against persons because of age, race, color, creed, religion, disability, gender, ethnic or national origin, or veteran status.
- KISD prohibits discrimination against individuals with disabilities and events must reasonably accommodate persons with disability.
- All organizations shall comply with all federal, state, and local laws, regulations, policies, and licensing agreements.
- KISD facilities, including RE St John Stadium, are "tobacco and weapon free zones." There will be no tobacco use in school buildings and on school grounds. Possession and use of intoxicating beverages or controlled substances on school property is prohibited.

USE OF RE ST JOHN STADIUM

- Non-school groups and renting organizations must provide sufficient supervision and management for all events. Ushers, ticket-takers, concession workers, event hosts, etc., are the responsibility of the Sponsors.
- Animals are not permitted inside any KISD facility except for accessibility reasons.
- No electrical wiring is to be changed and no part of RE St John Stadium may be modified under any circumstance.
- Tape, holes, screws, nails, etc. are not to be placed in or on the floors, walls, or ceilings.
- Open flames and candles are prohibited.
- No part of any emergency device such as fire alarms and emergency lighting may ever be covered up and or obstructed.
- Access shall never be obstructed and or blocked for any reason. Sponsoring organizations must ensure that any and all safety signage posted by the District remains visible and unobstructed.

Lease Agreement continued on following page
• Children are to be supervised at all times and remain in designated areas as assigned by the Facility Use Agreement.

• Vehicles shall be parked only in designated parking spaces and parking in fire lanes is strictly prohibited. Unauthorized or unattended vehicles are subject to towing. It is the responsibility of the Sponsor to ensure their patrons know the rules and communicate that violations are subject to towing.

• No vehicles may drive off of designated drives and onto sidewalks and or grass portions of KISD property. Only vehicles with prior approval are allowed to park inside the Stadium's gates. Any damage caused by violations of this rule will be the responsibility of sponsoring organizations.

• No food or drink (Gum, Sunflower Seeds) are allowed on the field. Water is the only drink allowed on the field. Sports/Soft drinks etc., can be consumed only inside or outside of the dressing room areas.

• Thrown-guitar, concerts, or any similar item is strictly prohibited.

• No unauthorized people with direct team involvement will be allowed inside the playing field gates (on the sidelines). Only football coaches, players, medical staff, and other approved individuals can be inside the area from 20 yard line to 20 yard line.

• No chairs are allowed on the sidelines or field unless prior approval has been given.

• Band/Drill Teams will be allowed on the sidelines with three game clock minutes or less remaining in the second quarter.

• Home team will be on the west side of the stadium. (Press Box Side)

• Visiting teams will be on the east side of the stadium.

• All UIL rules and policies (that apply) will be enforced.
D. Executive Committee - Lon Ford, Board Secretary

1. ACTION ITEM: To consider approval of a resolution to cast Kilgore College's 127 votes for the Rusk County Appraisal District election of its Board of Directors for the 2022-2023 term to Mr. Pat McCrory

Lon Ford made the motion to cast Kilgore College's 127 votes for the Rusk County Appraisal District election of its Board of Directors for the 2022-2023 term to Mr. Pat McCrory. Because the motion came from the Executive Committee a second was not required. The motion passed unanimously.

October 21, 2021

Mr. Joe Carrington, President, Board of Trustees
Kilgore College
1100 Broadway
Kilgore, Texas 75662-3204

Dear Mr. Carrington:

In accordance with the provisions of the Texas Property Tax Code, Section 9.03(d), enclosed you will find a ballot listing the nominees, in alphabetical order, for the Board of Directors of the Rusk County Appraisal District for the term of 2022-2023.

Section 6.03(f) of the code provides that the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit the results to the Chief Appraiser before December 15, 2021. Please remember that your entity may cast all its votes for a single nominee or your votes may be distributed among the nominees.

Kilgore College's voting entitlement is 127 (One Hundred Twenty-Seven) votes.

I respectfully request that this item be placed on the agenda for the next scheduled Trustee's meeting. Should you have any questions pertaining to the procedure, please call.

Respectfully,

[Signature]

Welden B. Cook, CPA, CCA
Chief Appraiser

CC: Dr. Brenda Kays, President

[Stamp: Board of Directors Electronic Vote Certification]

Rusk County Appraisal District Ballot on following page

September 13, 2021 Minutes
<table>
<thead>
<tr>
<th>NOMINEES</th>
<th>NUMBER OF VOTES</th>
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<tr>
<td>1. Butler, Drew</td>
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<td>2. Eby, Dennis</td>
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<td>3. Harkness, Clifford</td>
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<td>4. McCrary, Pat</td>
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<tr>
<td>5. Partin, Nesha</td>
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</tr>
</tbody>
</table>

The above vote for the Rusk County Board of Directors passed by resolution on this the _____

day of ________________________, 2021.

Kilgore College

Presiding Officer
7. TRUSTEE VACANCY
Presenter: Joe Carrington

Larry Woodfin has announced his resignation from the Board of Trustees. Joe Carrington appointed a Nominating Committee to vet interested candidates and present a recommendation to the Board as appropriate.

- David Castles, Chair
- Travis Martin
- Lon Ford
- Josh Edmenson

Because Larry Woodfin is currently serving as the Vice President of the Board of Trustees, Chair Joe announced the new officers as follows:
  o Joe Carrington, President
  o Lon Ford, Vice President
  o Jon Rieve, Secretary

8. ADJOURNMENT

The meeting was adjourned by Joe Carrington at 7:03 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 551.007 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