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 April 11, 2022, beginning at 6:30 PM on the 2nd floor of the McLaurin Administration Building, 1100 Broadway, Kilgore, TX 75662, with the following members present:

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

1. CALL TO ORDER
   A. Invocation and Pledge of Allegiance
      Mr. Joe Carrington called the meeting to order at 6:30 pm. Dr. Mike Jenkins said the Invocation and Mr. Joe Carrington led the Pledge of Allegiance.

   B. Swearing-in of Ms. Gina DeHoyos
      Ms. Gina DeHoyos was sworn in to serve the unexpired term of Larry Woodfin (April 2022 until May 2023).
      Presenter: Mr. Jon Rowe

2. EMPLOYEE SPOTLIGHTS
   A. Sigma Kappa Delta (The English Honor Society for Two-Year Colleges) Outstanding Chapter Designation
      Heather Fitch, Chapter Advisor
      Presenter: Becky Johnson, Dean of Arts & Sciences

3. STUDENT SPOTLIGHT
   A. 2022 Men's Basketball Team and Coach Brian Hoberecht
      Presenter: Dr. Staci Martin

4. STUDENT SUCCESS DATA SPOTLIGHT
   A. Spring 2022 Dual Credit Update
      Presenter: Mr. Brandon Walker

5. PUBLIC COMMENT
   There were no public comments.
6. CONSENT AGENDA
Presenter: Mr. Joe Carrington
A. To consider approving the minutes of February 21, 2022 Regular board meeting
B. To consider approval of personnel items submitted as follows: (See Appendix A)
   • Employee Resignations
   • Employee Retirements
   • Employee Terminations
   • Proposed Change of Employment
   • Offers of Employment
C. To consider payment of legal fees
   Jon Rowe made the motion to accept the Consent Agenda. Janice Bagley seconded the motion. The motion passed unanimously.

5. BOARD COMMITTEE REPORTS & ACTION ITEMS
A. Investment/Finance/Audit Committee - Jon Rowe, Chair
   1. ACTION ITEM: To consider an East Texas Council of Government (ETCOG) COGWORKS Purchasing Cooperative Interlocal Agreement – Appendix B
   Presenter: Dr. Brenda Kays
   Jon Rowe made the motion to approve by Resolution (R-2022-7) an East Texas Council of Government (ETCOG) COGWORKS Purchasing Cooperative Interlocal Agreement. This motion came from Committee and does not require a second. The motion passed unanimously.

   2. ACTION ITEM: To consider an Interlocal Cooperation Contract/Tax Collection Agreement between Gregg County and Kilgore College – Appendix C
   Presenter: Dr. Brenda Kays
   Jon Rowe made the motion to approve an Interlocal Cooperation Contract/Tax Collection Agreement between Gregg County and Kilgore College. This motion came from Committee and does not require a second. The motion passed unanimously.

   3. ACTION ITEM: To consider an amended Interlocal Participation Agreement between TASB Risk Management Fund and Kilgore College – Appendix D
   Presenter: Dr. Brenda Kays
   Jon Rowe made the motion to approve an amended Interlocal Participation Agreement between TASB Risk Management Fund and Kilgore College. This motion came from Committee and does not require a second. The motion passed unanimously.

   4. INFORMATION ITEM: Kilgore Economic Development Corporation Tax Abatement Compliance – Appendix E
   Presenter: Ms. Stephanie Moore, Kilgore Economic Development Corporation
   Stephanie Moore stated that the City of Kilgore has ruled that the companies are in compliance with current tax abatement agreements as of March 8, 2022.

   5. INFORMATION ITEM: PFIA (Public Fund Investment Act) Qtr. 2
   Presenter: Mr. Terry Hanson
6. INFORMATION ITEM: Financials for January 2022
   Presenter: Mr. Terry Hanson

B. Policy & Personnel Committee - Lon Ford, Chair
   1. ACTION ITEM: To approve of the following policies:
      a. CAM (Legal, Local) Grants, Donations from Private Sources
      b. DBA (Legal, Local) Credentials and Records
      c. FDA (Legal, Local) Residency
   Presenter: Mr. Lon Ford
   Attachments: See Appendices F-H
   Lon Ford made the motion that the three (3) policies be approved as presented. This motion came from Committee and does not require a second. The motion passed unanimously.

C. Property & Facilities Committee - Josh Edmonson, Chair
   1. INFORMATION ITEM: Fire Alarm Update and Installation Plan
   Presenter: Dr. Mike Jenkins

D. Student Success Committee – Janice Bagley
   1. ACTION ITEM: To consider approval of the 2022-2023 Course Catalog (Includes Academic Calendar)
   Presenter: Dr. Tracy Skopek
   Janice Bagley made the motion to approve the 2022-2023 Course Catalog (including Academic Calendar) as presented. This motion came from Committee and does not require a second. The motion passed unanimously.

   2. INFORMATION ITEM: Innovation Grant Recipients
      • Dr. Meredith May
      • Courtney Akvan
      • Karen Dulweber
   Presenter: Dr. Brenda Kays

   3. INFORMATION ITEM: Career Trees
   Presenter: Mrs. Sheri Burlingame

7. PRESIDENT’S REPORT
   Next Board of Trustees Meeting will be held Monday, June 27, 2022 at 6:30 PM.

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

9. ADJOURNMENT
   The meeting was adjourned by Joe Carrington at 7:59PM.
If during the course of the meeting covered by this notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any item included in this notice, then such closed or executive meeting or session as authorized by Section 551.001 et. seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board concerning any subjects and for any and all purposes permitted by Sections 551.01-551.089 of the Open Meetings Act.

Respectfully submitted,

Karen Scibona, Recording Secretary
Kilgore College Board of Trustees

Joe Carranz
President of the Board

Secretary of the Board
# TABLE OF CONTENTS FOR APPENDICES

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix A</td>
<td>Personnel Agenda</td>
</tr>
<tr>
<td>Appendix B</td>
<td>Resolution No. R 2022-7 A Resolution of the Kilgore College Board of Trustees to Participate in Cogworks Purchasing Cooperative Program</td>
</tr>
<tr>
<td>Appendix C</td>
<td>Interlocal Cooperation Contract/Tax Collection Agreement between Gregg County and Kilgore College</td>
</tr>
<tr>
<td>Appendix D</td>
<td>Interlocal Participation Agreement between TASB Risk Management Fund and Kilgore College</td>
</tr>
<tr>
<td>Appendix E</td>
<td>Kilgore Economic Development Corporation Tax Abatement Compliance</td>
</tr>
<tr>
<td>Appendix F</td>
<td>Policy - CAM (Legal, Local) Grants, Donations from Private Sources</td>
</tr>
<tr>
<td>Appendix G</td>
<td>Policy - DBA (Legal, Local) Credentials and Records</td>
</tr>
<tr>
<td>Appendix H</td>
<td>Policy - FDA (Legal, Local) Residency</td>
</tr>
</tbody>
</table>
Appendix A

Kilgore Junior College District
Personnel Agenda
April 11, 2022

1. Recommendation to accept employee resignation as follows:
   a. Ms. April Morey, Support Specialist - Cashier, effective March 11, 2022 after eight months of service
   b. Ms. Addie Lees, Kinesiology Instructor & Head Women’s Basketball Coach, effective May 31, 2022 after three years and eleven months of service
   c. Mr. Scott Withers, Controller, effective March 28, 2022 after seven months of service

2. Recommendation to accept employee retirement as follows:
   a. Mr. Lynn McCutchen, Biology Instructor, effective May 31, 2022 after thirty-nine years of service
   b. Mr. Rick Moser, Government Instructor, effective May 31, 2022 after ten years of service
   c. Ms. Nancy Lamouroux, Radiologic Technology Instructor, effective September 30, 2022 after eighteen years of service

3. Recommendation for renewal of faculty contracts as follows:
   a. Mr. Brian Hoberecht, Head Men’s Basketball Coach and Kinesiology Instructor, based upon the approved faculty salary schedule for the period of June 1, 2022 – August 31, 2022
   b. Ms. Patricia Robinson, Head Women’s Softball Coach and Kinesiology Instructor, based upon the approved faculty salary schedule for the period of June 1, 2022 – August 31, 2022

4. Recommendation of employment as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>SALARY/RATE OF PAY</th>
<th>HIRE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Paul Burgos</td>
<td>Kinesiology Instructor/Assistant Football Coach</td>
<td>Health Sciences</td>
<td>$2,644.45/pay period 12 mo. equivalent = $63,467. This amount includes a $5,000 stipend for coaching duties.</td>
<td>March 7, 2022</td>
</tr>
<tr>
<td>Ms. Kendra Morris</td>
<td>Professional Support Assistant – KCPD</td>
<td>Student Services</td>
<td>$1,025.08/pay period 12 mo. equivalent = $24,602.</td>
<td>March 21, 2022</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-2022-7
A RESOLUTION OF THE KILGORE COLLEGE
BOARD OF TRUSTEES
DESIRING TO PARTICIPATE IN
COGWORKS PURCHASING COOPERATIVE PROGRAM

WHEREAS, Kilgore College, pursuant to the authority granted by the Texas
Government Code, Chapter 791 and Local Govt. Code 271.101 desires to participate in described
COGWORKS Purchasing Cooperative program.

WHEREAS, Kilgore College is of the opinion that participation in these programs will
be highly beneficial to taxpayers through the anticipated savings to be realized;

NOW, BE IT RESOLVED, that Kilgore College of Gregg County does request
COGWORKS to include its stated needs assessments for all categories bid by the COGWORKS
competitive contracts; and that Terry Hanson, Vice President of Administrative Services and
CFO, is authorized and directed to sign and deliver all necessary requests and other documents in
connection therewith for and on behalf of Kilgore College.

I certify the following is a true and correct copy of the resolution duly passed, adopted and
approved by the Kilgore College Board of Trustees of Gregg County on the 11th day of
April, 2022, and that the same now appears of record in my office.

[Signatures]
President, Kilgore College Board of Trustees

Kilgore College Vice President of
Administrative Services, CFO

ATTEST:

[Signature]
Secretary, Kilgore College Board of Trustees

In witness thereof, I have hereunto set my hand and affixed
my official seal this 11th day of April, 2022.

BY: Karen R. Scibona
Notary Public for the State of Texas
March 2, 2022

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

Re: Interlocal Cooperation Contract

Dear Dr. Keys,

Enclosed is a new Interlocal Cooperation Contract. I believe it is the same as our previous agreements except for the cost. Mr. Shields used a new cost calculation formula due to new processes in our office, which have reduced our costs, we are able to pass that savings on to you.

This new contract will be effective October 1, 2022 and continue through September 30, 2023, with automatic renewals for five years.

Once approved by your governing body, please send the sign originals back to my office.

Mr. Shields retired at the end of February. I have been appointed Tax Assessor-Collector. If you need anything or have any questions, please contact me directly.

Thank you,

Michelle Terry
Gregg County Tax Assessor-Collector
THE STATE OF TEXAS
COUNTY OF GREGG

INTERLOCAL COOPERATION CONTRACT
TAX COLLECTION AGREEMENT

WHEREAS, the collection of ad valorem property taxes within the State of Texas is a necessary
government function of all political subdivisions authorized and empowered to tax their citizens;

WHEREAS, the consolidation of tax collection activities for political subdivisions with
overlapping jurisdictions can result in cost efficiency, more effective collections, and better service to the
tax-paying public; and,

WHEREAS, Gregg County, Texas, a body politic and political subdivision of the State of Texas is
presently engaged in the collection of ad valorem taxes on those properties within its geographical
boundaries; and,

WHEREAS, Gregg County, Texas, has proposed collection of ad valorem taxes for Kilgore
College; and,

WHEREAS, Kilgore College desires to enter into an agreement with Gregg County, whereby
Gregg County would collect such ad valorem taxes as are levied by Kilgore College within the
geographical boundaries of Gregg County; and,

WHEREAS, Section 791.011 of the Government Code authorizes contracts by and between
counties and special districts to improve the efficiency and effectiveness of local government; and,

WHEREAS, consolidation of tax collection activities by and between Gregg County and Kilgore
College by contract is authorized by the Government Code;

NOW, THEREFORE, Kilgore College hereinafter referred to as “Unit”, and Gregg County,
Texas, hereinafter referred to as “County”, in consideration of the mutual benefits to be derived by each, do
hereby stipulate and agree each with the other as follows:

I

County agrees that it shall perform those acts necessary to the assessment and collection of ad
valorem taxes levied by Unit, and Unit hereby expressly authorizes County, by an through its duly elected
County Tax Assessor-Collector, to do and perform all acts necessary to assess and collect taxes for Unit
within the geographical boundaries of Gregg County. Those acts and duties shall specifically include, without limitation, the following, to-wit:

a) Preparation and mailing of tax statements;
b) Preparation of monthly collection reports to Unit;
c) Development and maintenance of current and delinquent tax rolls for Unit;
d) Maintenance of a staff and office for the collection of taxes at the main County Courthouse, Longview, Texas and at three substations in Gregg County, Texas;
e) Calculation of maximum tax rates as required by Chapter 26 of the Texas Property Tax Code;
f) Development and maintenance of such other forms and records as are necessary or required by law or regulations;
g) Undertake any and all other actions necessary to the proper assessment and collection of ad valorem taxes for the Unit.

II

County stipulates and agrees that all tax notices, statements, and bills for the taxes to be collected for the Unit shall be completed and forwarded to the taxpayers of the Unit in accordance with State law by October 1st, or as soon thereafter as practical, of each year.

In the collection of taxes for the Unit, County shall not, without the express written approval of the governing body of the Unit, permit the following as it pertains to Unit taxes:

a) Split payment of taxes, as authorized by Section 31.03 of the Tax Code, or otherwise;
b) Discounts on taxes, as authorized by Section 31.05 of the Tax Code, or otherwise.

III

The amount to be paid by Unit to County for the services to be rendered under the terms of this agreement (herein called "collection charge") shall be a fee of Thirty-Three Thousand and No/100 Dollars ($33,000.00) from Kilgore College, payable to County on or before the following dates of each year of this contract:
October 1 $8,250.00
January 1 $8,250.00
April 1 $8,250.00
July 1 $8,250.00

Payments by the Unit to the County shall be from current revenues available to the paying party.

V

Unit hereby authorizes County to make deposits of taxes collected by the County on its behalf to such depositories as are selected by Unit. County shall make deposits for Unit to the account of Unit on a daily basis.

VI

Unit hereby agrees and expressly authorizes County to contract on Unit’s behalf with private legal counsel for the collection of delinquent taxes. Unit further agrees that such fee as is allowed by law and provided for in the contract for private legal counsel shall be paid by Unit on whose behalf the delinquent taxes, penalty and interest are collected.

All costs and expenses which are paid or are incurred by the County for collection of delinquent ad valorem taxes through legal action, including court costs, attorney’s fees, appraisal fees, sheriff’s fees and publication expenses (herein called “Legal Expenses”), shall be excluded from the collection charge and shall be paid by the taxing entity on whose behalf such legal action was instituted. Costs incurred on behalf of more than one taxing Unit, above the 20% attorney fee allowed by law, shall be allocated in the following manner. Unit shall pay its proportionate share of the Legal Expenses for each term of this contract according to the number of units involved in suit that County collects ad valorem taxes for, divided by total cost of legal fees.

VII

Unit shall furnish to County on request all records in the Unit’s possession relating to the assessment and collection of taxes and shall cooperate in providing such other information and records, whether in its possession or not, which may be needed by the County in order for the County to carry out the terms of this Agreement.
VIII

County agrees that its tax rolls reflecting the ownership of property within the boundaries of Unit shall be available to employees, agents and officers of Unit during the regular business hours of County and at such other times as may be agreed upon by County and Unit.

IX

County agrees to secure such bonds as may be specified by Unit to insure the faithful performance by County's officers of the obligations set forth herein, the cost of such bonds to be paid by Unit.

X

County agrees to keep proper financial and accounting records and books of accounts, pursuant to law and in accordance with generally accepted accounting principles, pertaining to the County's performance of its obligations under this Agreement, and such records and books of account to be open to audit by the Unit at all reasonable times.

The audit of the County's affairs with respect to its collection activities of Unit's taxes for each annual collection budget period shall be prepared by an independent certified public accountant or a firm of independent certified public accountants permitted to practice in the State of Texas. The cost of such audit shall be paid by Unit. A copy of each audit shall be supplied to County by the Unit. The person of firm performing the audit shall be authorized to report directly to the governing body of the Unit.

XI

The initial term of this Agreement shall begin on October 1, 2022, and continue through September 30, 2023. This Agreement shall be automatically renewed on a year to year basis for up to a total of five (5) years, unless terminated by written notice given by the Unit to the County. Such notice to be not later than the 30th day of June, preceding the ensuing Annual Period, in which event, termination shall be effective as of midnight on the 30th day of September of the year in which such notice is given.

In the event of termination of this Agreement, the County shall deliver to the Unit all records and documents in its possession relating to the collection of taxes on behalf of the Unit unless it is
necessary to retain such records or documents, in which event the County shall furnish to the Unit a copy thereof at the Unit’s expense.

XII

This Agreement supersedes any and all agreements and contracts by and between any of the parties hereto relative to the collection of ad valorem taxes.

XIII

The parties hereto agree to carry out, respect and enforce their respective covenants and undertakings as provided in this agreement by all legal and equitable means.

XIV

The County agrees to perform the services provided for in this Agreement in a prudent, efficient and economical manner and to take such steps as may be reasonable from time to time to reduce both fixed and variable costs and expenses in relation to the collection of ad valorem taxes.

XV

Any notice, request or other communication under this Agreement shall be given in writing and shall be deemed to have been given by any party to the other party upon either of the following dates:

a) The date of mailing thereof if shown by the post office receipt, if mailed to the other party hereto by registered or certified mail at the latest address specified by such other party in writing; or

b) The date of the receipt thereof by such other party if not so mailed by registered or certified mail.

XVI

If, by reason of force majeure, any party hereto shall be rendered unable, wholly or partially, to carry out any obligations it may have under this agreement, then if such party shall give notice as soon as practicable and full details thereafter in writing of such majeure to each affected party within a reasonable time after the occurrence of the event or cause relied on, the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term “force majeure” as employed herein, shall mean acts of God, strikes, lock-outs and other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States
or the State of Texas, or any civil or military authority, natural disaster, civil disturbance, or inability on the part of any party hereto to carry out its obligation in this agreement on account of any other cause or causes not reasonably within the control of such party.

XVII

In the event Unit fails to tender payment due hereunder on or before fifteen (15) days after the same become due, or in the event the Unit breaches any of the terms and conditions of this agreement, and such breach continues for a period of fifteen (15) days after written notice of such breach by the County to Unit, except as otherwise herein provided, the County shall have the right to cancel this agreement with the defaulting Unit without prejudice to any other remedy available to the County.

In the event the County breaches any of the terms and conditions of this agreement and such breach continues for a period of fifteen (15) days after written notice of such breach by the Unit to the County, except as otherwise herein provided, the Unit shall have the right to cancel this agreement without prejudice to any other remedy available to the Unit.

In the event that the Taxing Unit's tax rate is rolled back or otherwise changed after the County begins collections for the Taxing Unit in any given year, the County will continue to act for the Taxing Unit in sending corrected billings. The Unit shall have the responsibility to refund taxpayers. The cost of additional publications and notices will be the responsibility of the Taxing Unit. All costs incurred by the County for late and separate tax bill processing, or issuance of corrected bills, or refunds associated therewith shall be strictly accounted for by the County and shall be payable by the Taxing Unit upon submission of that accounting by the County. The cost shall be the actual cost of providing extra services required by the rollback or change in tax rate.

XVIII

The County shall not assign this agreement or any of its rights or obligations hereunder, without the prior written consent of the Unit.

XIX

The validity, interpretation and performance of this agreement shall be governed by the laws of the State of Texas. The agreement constitutes the sole agreement and supersedes all other prior agreements of the parties with respect to the subject matter hereof.
EXECUTED AND APPROVED BY KILGORE COLLEGE
this the 11th day of April, 2022.

EXECUTED AND APPROVED BY THE COMMISSIONERS' COURT OF GREGG COUNTY
this the 28th day of February, 2022.

KILGORE COLLEGE

BY
President, Board of Trustees

GREGG COUNTY

BY
County Judge, Gregg County

ATTEST:

BY
Secretary, Board of Trustees

ATTEST:

BY
County Clerk, Gregg County
Appendix D

TASB RISK MANAGEMENT FUND
INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund ("Fund") and the undersigned local governments of the State of Texas (Fund Members). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. Authority. Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.

2. Program Participation. This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.

3. Term of Agreement. This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.

4. Termination. Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.

   a. By Either Party with 30 Days Notice before Renewal. Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.

   b. By Fund Member upon Payment of Late Notice Fee. If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.

   c. By the Fund upon Breach by Fund Member. The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):

      1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;

      2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

TASB Risk Management Fund
Interlocal Participation Agreement
Board Approved November 12, 2021
Effective May 1, 2022
3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or

4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member’s failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

a. Agreement to Pay Contribution. Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member’s benefit, to offset the amount owed. Any offset will not extinguish Fund Member’s obligation for any and all payments due under this Agreement, including any CCS.

b. Other Payments Due to the Fund. In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member’s benefit to offset the amounts owed.

c. Estimated Contribution and Contribution Adjustment. In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member’s exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund’s underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member’s contribution is inadequate to pay the Fund Member’s claims incurred during that year.

6. Contribution and Coverage Summary. Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member’s execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.

7. Loss Prevention. The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund’s reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.
8. Other Duties of Fund Member.

a. Standards of Performance. Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.

b. Claims Reporting. Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.

c. Cooperation and Access. Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. Administration of Claims. The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. Excess Coverage/Reinsurance. The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. Subrogation and Assignment of Rights.

a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.

b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. Appeals. Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. Bylaws, Policies, and Procedures. Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. Payments. Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.
15. **Fund Member’s Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member’s Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.

16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as “insurance” as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.

17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the “fund’s chosen counsel,” including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.

18. **Members’ Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund’s members’ equity to Fund Members. Members’ equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members’ equity.

19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.

20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund’s amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member’s signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.

b. The terms of the Fund’s stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).
21. Severability; Interpretation. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.

22. Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member’s right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:

a. Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.

b. Prior to filing suit the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and

c. Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys’ fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party’s compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member’s entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be rescinded unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. Authorization. By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement.

24. Notice. Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund’s required notices address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member’s Chief Executive Officer and mailed to Fund Member’s physical or electronic address of record on file with the Fund.

25. Miscellaneous. These provisions apply throughout this Agreement:

a. Fund reference. Any reference to the Fund in this Agreement includes reference to its designees.

b. CCS reference. References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.

c. “Including.” Unless the context requires otherwise, the term “including” means “including but not limited to.”

d. Successors. This Agreement binds and inures to the benefit of the parties and their successors.

e. Headings. The headings are for convenience only and do not affect the interpretation of this Agreement.
26. Signatures/Counterparts. The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: Kilgore College

By: [Signature]
Signature of Fund Member's Authorized Representative

[Printed Name of Fund Member's Authorized Representative]

Date: 4/11/2023

Date approved by Fund Member's Board of Trustees: 4/11/2023

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: [Signature]
Chair, TASB Risk Management Fund Board of Trustees

Date: [ ]
3/14/2022

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

Dear Dr. Kays:

RE: 2021 Tax Abatement Compliance

Kilgore Economic Development staff members have inspected the tax and employment records of the following companies. The KEDC Board of Directors, with the best of its knowledge, has recommended these companies be ruled in compliance with current tax abatements:

- Skeeter Products, Inc.
- Orgill, Inc./Fammer Time Owner (TX) LP/Ryder Truck Rental, Inc.
- WAGNERTUNING, Inc.

At its regular meeting on March 8, 2022, the City of Kilgore Council ruled these companies in compliance. Enclosed is the Tax Abatement/Job Creation Summary that Council used in its evaluation and ruling. Also enclosed are the official Certificates of Compliance that the City of Kilgore issued.

A copy of the certificates listed above have been sent to the Gregg County Appraisal District. GCAD will use this information to determine taxable values for the year of 2022.

We would be happy to present this information to the Board of Trustees, at your request. Should you have any questions or need additional information, please do not hesitate to contact me at (903) 983-3522.

Respectfully,

[Signature]

Lisa Denton M Enp 3DFP PCED
Executive Director

Cc: Mr. Joe Carrington
President - Board of Trustees
1100 Broadway Blvd
Kilgore, TX 75662
## City of Kilgore
### Job Creation Summary
As of 12-31-21

<table>
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<tr>
<th>Company Name</th>
<th>Fiscal Year</th>
<th>Prior Year</th>
<th>Current Year</th>
<th>Actual Investment</th>
<th>Required Investment</th>
<th>Completion Date</th>
<th>Jobs Created</th>
<th>Jobs to be Created</th>
<th>Percent Abatement</th>
<th>Percent of Job Creation</th>
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<td>Orgill, Inc.</td>
<td>2019</td>
<td>10</td>
<td>224</td>
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<td>$146,000</td>
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<td>6</td>
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<td>100%</td>
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<td>2018</td>
<td>6</td>
<td>20</td>
<td>$34,949.160</td>
<td>$34,949.160</td>
<td>12/31/2018</td>
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<td>2</td>
<td>25%</td>
<td>25%</td>
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<tr>
<td></td>
<td>2017</td>
<td>6</td>
<td>20</td>
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<td>$34,949.160</td>
<td>12/31/2016</td>
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<td>10</td>
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<td>$193,620</td>
<td>12/31/2023</td>
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<td>100%</td>
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<tr>
<td></td>
<td>2018</td>
<td>10</td>
<td>0</td>
<td>$3,782,082</td>
<td>$3,782,082</td>
<td>12/31/2018</td>
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<td>12/31/2021</td>
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<td>100%</td>
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<tr>
<td></td>
<td>2018</td>
<td>10</td>
<td>0</td>
<td>$3,768,722</td>
<td>$3,768,722</td>
<td>12/31/2018</td>
<td>30</td>
<td>0</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>
CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE
WITH TAX ABATEMENT AGREEMENT

BETWEEN

CITY OF KILGORE
AND
WAGNER TUNING, INC.
RZ 2019-06-11 #1

RZ DESIGNATION DATE:
6-11-2019

RZ EXPIRATION DATE:
6-11-2029

TAX ABATEMENT AGREEMENT EZ
DATED: 6/11/2019

CURRENT YEAR: 2 (2022)
PERCENTAGE OF ABATEMENT: 50%

This company is __X__/ is not ___ in compliance with the terms
and conditions of the Tax Abatement Agreement.

[Signature]
R. E. Speedlin III, Mayor

3-8-2022
Date
CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE
WITH TAX ABATEMENT AGREEMENT

BETWEEN

CITY OF KILGORE
AND
SKEETER PRODUCTS, INC.
RZ 2015-1

RZ DESIGNATION DATE:
5-12-2015

RZ EXPIRATION DATE:
5-12-2020

TAX ABATEMENT AGREEMENT EZ
DATED: 5/12/2015

CURRENT YEAR: 6 (2022)
PERCENTAGE OF ABATEMENT: 25%

This company is _X_ / is not ___ in compliance with the terms
and conditions of the Tax Abatement Agreement.

R. E. Sprudlin III, Mayor

3-8-2022
Date
CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE
WITH TAX ABATEMENT AGREEMENT

BETWEEN

CITY OF KILGORE
AND
ORGILL, INC./HAMMER TIME OWNER (TX) LP/RYDER TRUCK RENTAL, INC.
RZ 2018-1

RZ DESIGNATION DATE:
6-26-2018

RZ EXPIRATION DATE:
6-26-2023

TAX ABATEMENT AGREEMENT EZ
DATED: 8/10/2018

CURRENT YEAR: 3 (2022)

PERCENTAGE OF ABATEMENT: 100%

This company is _X_ is not ____ in compliance with the terms and conditions of the Tax Abatement Agreement.

R. A. Spradlin In, Mayor

8-8-2022
Date
Appendix F

KILGORE COLLEGE TASB POLICY CONVERSION
Summary of Policy for Proposed Adoption by the Kilgore College Board of Trustees

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

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

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

IN CONSIDERATION OF ADOPTION OF TASB LOCAL POLICY

Kilgore College Board Policy and Personnel Committee Meeting Date:
March 28, 2022

Kilgore College Board of Trustees Meeting Date:
April 11, 2022

Proposed LOCAL Policy for Adoption:
Section: C BUSINESS AND SUPPORT SERVICES
Policy: CAM Grants, Funds, Donations from Private Sources

Summary of LOCAL Policy: (Option A)
The policy empowers the College Board of Trustees to delegate authority to the College President for acceptance of unsolicited gifts on behalf of the College and in compliance with relevant local and state law. The policy delineates criteria for acceptance of unsolicited gifts, and directs the College President to present for Board consideration any offer of an unsolicited gift by a donor requiring conditional acceptance. The policy further specifies that the College will provide a certificate of recognition for bequests, gifts, or donations with values of $10,000 within a calendar to be acknowledged with a certificate of recognition.

Two Other Options were available for adoption:
- One option was to establish a dollar threshold on the College President's delegated authority to accept unsolicited gifts. Any unsolicited gift exceeding that threshold needed to be approved by the Board.
- Another option was the College President had no delegated authority to accept gifts, the President would only make recommendations to the Board. The Board would approve every unsolicited gift through formal action.

The option recommended for approval reduces administrative burden of accepting unsolicited gifts that do not have a donor requiring conditional acceptance. This option has also been selected by other community colleges.
Procedures:
Kilgore College directs donors of any unsolicited gifts to the Kilgore College Foundation.

The Kilgore College Foundation will receive and administer any unsolicited funds in accordance with their rules and agreement with Kilgore College. See attached donor agreement.

The Kilgore College Foundation provides all certificates of recognition to their donors.

In the case of a rare instance in which Kilgore College directly accepts an unsolicited donation:

- The College President is authorized to accept if deemed acceptable.
- Any unsolicited donations with conditional acceptance will be presented to the board with a recommendation from the College President.
- Any donors in excess of $10,000 annually will receive a certificate of recognition.
Unsolicited Gifts

The Board delegates authority to the College President to accept unsolicited gifts on behalf of the College District.

Conditional Gift Exception

Any gift that the potential donor has expressly made conditional upon the College District’s use for a specified purpose, or any gift of real property, shall require Board approval. The College President shall make recommendations to the Board regarding the acceptance of the gift.

Criteria for Acceptance

The College District shall not accept any gift that would violate or conflict with policies of or actions by the Board or with federal or state law. The College District shall not accept gifts that discriminate against any person on the grounds of sex, gender, race, color, religion, national origin, age, or disability.

Before the College President accepts a gift or recommends acceptance of a gift to the Board, as applicable, the College President shall consider whether the gift:

1. Has a purpose consistent with the College District’s educational philosophy, goals, and objectives;

2. Places any restrictions on a campus or College District program;

3. Would support a program that the Board may be unable or unwilling to continue when the donation of funds is exhausted;

4. Would result in ancillary or ongoing costs for the College District;

5. Requires employment of additional personnel;

6. Requires or implies the endorsement of a specific business or product [see GE for advertising opportunities];

7. Would result in inequitable funding, equipment, or resources among College District schools or programs;

8. Obligates the College District or a campus to engage in specific actions; or

9. Affects the physical structure of a building or would require extensive maintenance on the part of the College District.

Upon Acceptance

Once accepted, a gift becomes the sole property of the College District.

Solicitations

An employee who solicits gifts on behalf of the College District or to use in the fulfillment of his or her professional responsibilities shall comply with relevant state and federal law and College District policy and regulations, including those addressing the use of
names or images of the College District, campuses, employees, or students.

All donations solicited on behalf of the College District, including solicitations in the name of the College District or a campus, or donations solicited using College District or campus resources, become the sole property of the College District for use consistent with the terms of the solicitation.

Certificate of Recognition

Any bequests, gifts, or donations made by a donor totaling at least $10,000 within the calendar year shall be acknowledged with a certificate of recognition.
Application for Grant

If an employer, including a college district, applies for money provided by the United States, an agency of the United States, or a privately sponsored source, and if any of the money will pay part or all of any employee’s salary, the employer shall apply for any legally available funds to pay state contributions to the Teacher Retirement System as set out in Government Code 825.404 and 830.201.

When an employer receives funds to pay for state contributions for retirement and insurance pursuant to this application, the employer shall immediately send the money to the retirement system for deposit in the state contribution account. Monthly, employers shall:

1. Report to the system in a form prescribed by the system a certification of the total amount of salary paid from federal funds and private grants and the total amounts provided by the funds and grants for state contributions for the employees; and

2. Retain the name of each employee paid in whole or in part from a grant, the source of the grant, the amount of the employee’s salary paid from the grant, the amount of money provided by the grant for state contributions for the employee, and any other information the retirement system determines is necessary to enforce this section.

The retirement system may require from employers reports of applications for money, require evidence that the applications include requests for funds available to pay state contributions to the retirement system for employees paid from the grant, and examine the records of any employer to determine compliance with this section and rules promulgated under it.

An employer who fails to comply with Government Code 825.406 may not, after the failure, apply for or spend any money from a federal or private grant. The attorney general shall bring a writ of mandamus against the employer to compel compliance.

A person commits an offense if the person is an administrator of an employer and knowingly fails to comply with Government Code 825.406.

Gov’t Code 825.406; Insurance Code Ch. 1575, Subch. F

Financial Statement

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, the total receipts of the funds, itemized by source of revenue, including gifts or other general sources from which funds are derived. Local Gov’t Code 140.005
Private Donations

A state agency, including a college district, which is authorized by statute to accept money from a private donor or for which a private organization exists that is designed to further the purposes and duties of the agency shall adopt rules governing the relationship between:

1. The donor or organization; and
2. The agency and its employees.

Rules adopted under Government Code Chapter 2255 shall govern all aspects of conduct of the agency and its employees in the relationship, including:

1. Administration and investment of funds received by the organization for the benefit of the agency;
2. Use of an employee or property of the agency by the donor or organization;
3. Service by an officer or employee of the agency as an officer or director of the donor or organization; and
4. Monetary enrichment of an officer or employee of the agency by the donor or organization.

A rule adopted under Government Code Chapter 2255 may not conflict with or supersede a requirement of a statute regulating:

1. The conduct of an employee of a state agency; or
2. The procedures of a state agency.

*Gov't Code 2255.001*

Certificate of Recognition

On receipt of a written request from an institution of higher education, including a college district, providing the information necessary to establish the donor’s eligibility for the certificate, the Coordinating Board shall prepare and provide at no cost to the institution a certificate of recognition designed by the Coordinating Board under this section recognizing the gifts or donations of a person who in any year contributes to the institution, for the support of any purposes, programs, or activities of the institution, one or more gifts or donations in a total amount of at least $10,000. *Education Code 61.0903*

Endowment Fund

The board of trustees of a public junior college may establish an endowment fund outside the state treasury in a depository selected by the board of trustees.

The board of trustees may deposit local funds collected by the board to the credit of the endowment fund.
The board of trustees may accept gifts and grants from any public or private source for the endowment fund.

The endowment fund consists of local funds deposited to the credit of the endowment fund, gifts, grants, and income from investing the endowment fund.

The board of trustees may invest the endowment fund in securities, bonds, and other investments that the board considers prudent. In making investments under this section, the board shall exercise the judgment and care under the circumstances then prevailing that a person of ordinary prudence, discretion, and intelligence exercises in the management of the person’s own affairs.

The board may not spend any money deposited in the endowment fund as local funds, gifts, or grants but may spend any income from investing the endowment fund for the operation or maintenance of the junior college.

*Education Code 130.007*

Transfer of Funds to Nonprofit Foundation

Charitable trust funds donated to a public junior college for the restricted purpose of providing scholarships to needy students of the college are not general assets of the junior college. Accordingly, should the trustees of the junior college as trustee of these funds view the administrative costs associated with their retaining control of the funds as substantially impairing the accomplishment of the trust purpose, the trustees may petition a court of competent jurisdiction to modify the trust under Property Code 112.054, substituting as trustees over the funds the trustees of a nonprofit corporation created to provide support to the college, subject to the continuing restriction that the funds may only be used for their original purpose as scholarship funds. Because of the trust impressed upon these funds, the constitutional restrictions on the donation of public money or credit to a private entity would not be implicated by such a consolidation. However, any grant of general college funds by the trustees to the foundation would implicate such constitutional questions. *Atty. Gen. Op. JC-138 (1999)*
Donor Intent Agreement

This agreement is made and entered into as of the __________ day of ______________, ______ by and between ___________________________ (the "Donor"), and the KILGORE COLLEGE FOUNDATION ("the KC Foundation").

The KC Foundation is a non-profit, 501(c)3 corporation supporting Kilgore College and governed by an independent appointed Board of Directors located in Gregg County, Texas. The Donor, in furtherance of the Donor's charitable intentions, desires to create an endowment fund (the "Fund") with the KC Foundation. The KC Foundation and the Donor, therefore, contract and agree as follows:

1. FUND NAME INFORMATION

   A Fund designated as ____________________________________________________________
   is hereby created to receive gifts and be administered according to this agreement.

   Reason for establishment: (honor, memory, scholarship, building, etc.) ________________________________

   Type of Fund: [ ] Endowed [ ] Non-Endowed

2. INITIAL FUND OR PLEDGE SCHEDULE

   Fund/Pledge Amount: ___________________________ Initial Fund Amount: ___________________________

   Fund/Pledge Schedule: ________________________________________________________________

3. FUND ESTABLISHMENT AND COMPLETION

   The Donor acknowledges that a minimum gift of $15,000 is required to establish an endowed Fund, and the level must be reached within three (3) years from the date of establishment. If for unforeseen reasons, the Fund is not fully endowed within this time period, the KC Foundation may elect to award the principal amount and any accumulated growth and earnings for the intended purpose until the Fund is liquidated. If the KC Foundation makes such an election, it will make best efforts to notify the Donor prior to liquidation of the Fund.

4. FUND PURPOSE

   The purpose of the Fund is as follows:

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

3-19-2020
5. CRITERIA FOR SCHOLARSHIPS

All scholarships require financial need as evidenced by the Free Application for Federal Student Aid (FAFSA) and a minimum GPA of at least 2.0 unless "Merit" has been checked. Please check the appropriate boxes below and indicate the minimum required for this scholarship.

The recipient must present evidence to the Scholarship committee chairman that he/she has written a letter of appreciation to the donor/family of the donor and to the KC Foundation prior to receiving credit for the scholarship in the Business Office.

The scholarship award will be applied toward tuition, fees, room, board, and books as indicated under 'Other Special Restrictions'.

[_____] No Additional Restrictions (If this box is checked, the minimum requirements listed above will be followed.)

[_____] Program of Study: __________________________________________________________

[_____] GPA: (Check this box if you wish to specify a GPA higher than 2.0; please specify __________________.)

[_____] Credit Hours - Full-time enrollment  [_____] Credit Hours - Part-time enrollment  [_____] Other

[_____] Faculty/Staff Recommendation: _____________________________________________

[_____] Merit: _____________________________________________________________________

[_____] Other Special Restrictions: ________________________________________________

[_____] If the proceeds from this scholarship net a scholarship award greater than the cost of tuition, books, and fees at Kilgore College, I/we give permission for the KC Foundation to split award among more than one student.

6. DISTRIBUTION AND AWARD OF NET INCOME

After the Fund has reached its endowed goal, the Fund shall become fully endowed and payments from the Fund will be awarded. First awards from a new Fund will not be made before April of the calendar year following the year in which a Fund becomes fully endowed. The distribution of the Fund shall be determined by Kilgore College.

7. DISTRIBUTION OF CORPUS

Once fully endowed and so long as the Fund continues, the corpus of the Fund shall not be subject to distribution without written consent of both the Donor and Foundation.

8. ADDITIONAL GIFTS

Any person (whether an individual, corporation, trust, estate, or any other organization or entity) may make a gift to the KC Foundation for the purposes of the Fund by making a conveyance of property or money to the KC Foundation designating that the assets conveyed shall be added to this Fund. The form of the gift and any conditions associated with the Fund must be acceptable to the KC Foundation and the originator of the Fund. Any assets conveyed in this manner shall be added to the principal of the Fund. All such gifts, bequests, and devisees to the Fund shall be irrevocable.

9. ADMINISTRATIVE PROVISIONS

a. The KC Foundation shall hold, manage, administer and distribute the Fund, and shall have the full right of sale, investment, and reinvestment, as the KC Foundation may from time to time deem prudent, consistent with the terms of this agreement, and the Acceptance and Investment policies of the KC Foundation, and approved by its Board of Directors.

b. All contributions to the Fund shall become the property of the KC Foundation and may be co-mingled with other KC Foundation assets. The KC Foundation shall not be required to segregate the assets of the Fund for investment purposes, but the KC Foundation shall be required to maintain separate accounts of the income and principal of the Fund on its books and records.
c. If the KC Foundation in good faith determines that any gifts, devices, or bequests to the Fund have restrictions which are or become impractical or impossible to fulfill, then the KC Foundation is authorized to vary the terms and restrictions of any such gifts, devices, or bequests in order to best promote the purposes for which the Fund exists. If the KC Foundation determines that fulfillment of the originally specified terms is not possible, it will make best efforts to notify the Donor prior to varying the terms and/or restrictions of the Fund.

10. TERMINATION
This Fund shall continue as long as the need exists and adequate money or property is available for its purposes or until the KC Foundation dissolves it, or it is terminated. If in the good faith opinion of the KC Foundation, the original charitable and benevolent purposes of this Fund are impractical or impossible to fulfill, then any remaining assets in the Fund shall be applied in such amounts and for such purposes as the Board of Directors of the KC Foundation determines to be consistent with the general charitable and benevolent purposes of the Fund. If the Fund terminates, any remaining monies shall be applied in such amounts and for such purposes as the Board of Directors in good faith determines to most nearly approximate the original charitable and benevolent purposes of this Fund. If the KC Foundation determines that the original purpose of the Fund can no longer be fulfilled, it will make best efforts to notify the Donor prior to liquidation of the Fund.

11. IRREVOCABLE
This gift by the Donor to create this Fund is irrevocable.

12. PUBLICITY

[ ] I/we wish for my/our gift to be anonymous.

[ ] I/we wish to not have my/our gift publicized.

[ ] I/we agree to encourage other potential donors by allowing Kilgore College to release the news of my/our gift.

Names and addresses of contact person(s) to receive information about the Fund:

Name:

Telephone: ___________________________  Email: ___________________________

Address: ____________________________________________

City/State/Zip: __________________________________________________________________

Name:

Telephone: ___________________________  Email: ___________________________

Address: ____________________________________________

City/State/Zip: __________________________________________________________________

Other Comments/Information:

________________________________________________________________________________________

________________________________________________________________________________________
Names and address of contact person to receive acknowledgments and event information:

Name: ____________________________________________________________

Telephone: ___________________________   Email: ______________________

Address: __________________________________________________________

City/State/Zip: _____________________________________________________

13. ADMINISTRATION
The Foundation will establish and manage the Fund in accordance with the policies of the Foundation. The Executive Director will be the Administrator of this Fund. All funds will be disbursed by the Foundation to Kilgore College and not to the scholarship recipient(s) unless otherwise agreed to by the Donor and the Foundation. All funds will be administered and dispensed in accordance with Federal and State laws and requirements.

14. FOUNDATION QUALIFICATIONS
The Foundation is a non-profit corporation that is organized and operated exclusively for education, scientific and charitable purposes within the meaning of Section 501(c) 3 of the Internal Revenue Code of 1996. The purpose of the Foundation is to promote and support Kilgore College of Kilgore, Texas.

This agreement will be construed in the accordance with, and the administration of the properties held in said Fund will be determined, by the laws of the State of Texas, regardless of the domicile or residence of the Donor or the sites of any property held hereunder.

IN WITNESS WHEREOF, the Donor or Donor’s Representative and an officer of the Foundation have executed this agreement on the date indicated below.

___________________________________________   Date
Donor

___________________________________________   Date
Donor

___________________________________________   Date
Representative of the Kilgore College Foundation
KILGORE COLLEGE TASB POLICY CONVERSION
Summary of Policy for Proposed Adoption by the Kilgore College Board of Trustees

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

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

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

IN CONSIDERATION OF ADOPTION OF TASB LOCAL POLICY

Kilgore College Board Policy and Personnel Committee Meeting Date:
March 28, 2022

Kilgore College Board of Trustees Meeting Date:
April 11, 2022

Proposed LOCAL Policy for Adoption:
Section: D PERSONNEL
Policy: DBA Credentials and Records

Summary of LOCAL Policy:
The policy prohibits the use of an employee’s social security number by the College for the purpose of identifying the employee except for tax purposes.

Procedures:
None
Appendix G
EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CREDENTIALS AND RECORDS
DBA
(LOCAL)

Social Security Number

The College District shall not use an employee’s social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the College District shall keep an employee’s social security number confidential.
Access to Employee Records

With regard to public access to information in personnel records, custodians of such records shall adhere to the requirements of the Texas Public Information Act (PIA). [See GCA] Gov't Code 552

Information is excepted from the requirements of the PIA if it is information in a personnel file, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.

Each employee of a governmental body, including a college district, and each former employee of a governmental body shall choose whether to allow public access to the information in the custody of the governmental body that relates to the person's home address, home telephone number, emergency contact information, or social security number, or that reveals whether the person has family members.

Gov't Code 552.024(a), .102(a)

Employee Right of Access

All information in the personnel file of an employee of a governmental body is to be made available to that employee or the employee's designated representative as public information is made available under Government Code Chapter 552 (PIA).

A person or a person's authorized representative has a special right of access, beyond the right of the general public, to information held by a governmental body that relates to the person and that is protected from public disclosure by laws intended to protect that person's privacy interests. A governmental body may not deny access to information to the person, or the person's representative, to whom the information relates on the grounds that the information is considered confidential by privacy principles under the PIA but may assert as grounds for denial of access other provisions of the PIA or other law that are not intended to protect the person's privacy interests.

If a governmental body determines that information subject to a special right of access under Government Code 552.023 is exempt from disclosure under an exception of Government Code Chapter 552, Subchapter C, other than an exception intended to protect the privacy interest of the requestor or the person whom the requestor is authorized to represent, the governmental body shall, before disclosing the information, submit a written request for a decision to the attorney general under the procedures of Government Code Chapter 552, Subchapter G. If a decision is not requested, the governmental body shall release the information to the person with special right of access not later than the tenth business day after the request for information is received.

Gov't Code 552.023, .102(a), .307
Confidentiality Guidelines

Each state agency, including each college district, shall develop and implement guidelines regarding confidentiality of AIDS- and HIV-related medical information for employees of the agency. The confidentiality guidelines shall be consistent with guidelines published by the Texas Department of State Health Services (DSHS) and with state and federal law and regulations. [See DBB] Health and Safety Code 85.115(a), (c)
KILGORE COLLEGE TASB POLICY CONVERSION
Summary of Policy for Proposed Adoption by the Kilgore College Board of Trustees

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

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

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

IN CONSIDERATION OF ADOPTION OF TASB LOCAL POLICY

Kilgore College Board Policy and Personnel Committee Meeting Date:
March 28, 2022

Kilgore College Board of Trustees Meeting Date:
April 11, 2022

Proposed LOCAL Policy for Adoption:
Section: F STUDENTS
Policy: FDA Residency

Summary of LOCAL Policy:
The policy directs the Board to designate a residence determination official representing the College. Students legal residences shall be determined using a structured approach identifying the legal residence of each applicant, for tuition purposes. Residency determination procedures shall comply with state law. For the purpose of this policy, the Director of Admissions and Registrar, whose job description is attached, will be the Kilgore College Board’s Residence Determination official.

Procedures:
Procedures are included in the "Tuition and Fees by Residency Classification" section of the College Catalog.
Appendix H
TUITION AND FEES
RESIDENCY

The Board shall designate a residence determination official for the College District. The legal residence of each applicant, for tuition purposes, shall be determined by the residence determination official in accordance with procedures adopted for that purpose to comply with state law.
<table>
<thead>
<tr>
<th>Residence Determination Official</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each institution, including each college district, shall designate an individual who is employed by the institution as a Residence Determination Official who shall be knowledgeable of the requirements set out in 19 Administrative Code Chapter 21, Subchapter B and the applicable statutes and is responsible for residency determinations for the institution. 19 TAC 21.29</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Definitions</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Census Date&quot;</td>
</tr>
<tr>
<td>&quot;Census date&quot; means the date in an academic term on which an institution of higher education, including a college district, is required to certify a student's enrollment to the Coordinating Board for purposes of determining formula funding for the institution. Education Code 54.0501(1); 19 TAC 21.22(1)</td>
</tr>
<tr>
<td>&quot;Clear and Convincing Evidence&quot;</td>
</tr>
<tr>
<td>&quot;Clear and convincing evidence&quot; means that degree of proof that will produce a firm conviction or a firm belief as to the facts sought to be established. The evidence must justify the claim both clearly and convincingly. 19 TAC 21.22(2)</td>
</tr>
<tr>
<td>&quot;Dependent&quot;</td>
</tr>
<tr>
<td>&quot;Dependent&quot; means a person who:</td>
</tr>
<tr>
<td>1. Is less than 18 years of age and has not been emancipated by marriage or court order; or</td>
</tr>
<tr>
<td>2. Is eligible to be claimed as a dependent of a parent of the person for purposes of determining the parent's income tax liability under the Internal Revenue Code of 1986. Education Code 54.0501(2); 19 TAC 21.22(5)</td>
</tr>
<tr>
<td>&quot;Domicile&quot;</td>
</tr>
<tr>
<td>&quot;Domicile&quot; means a person's principal, permanent residence to which the person intends to return after any temporary absence. Education Code 54.0501(3); 19 TAC 21.22(7)</td>
</tr>
<tr>
<td>&quot;Established Domicile in Texas&quot;</td>
</tr>
<tr>
<td>&quot;Established domicile in Texas&quot; means physically residing in Texas, with the intent to maintain domicile in Texas, for at least the 12 consecutive months immediately preceding the census date of the term of enrollment, allowing for documented temporary absences. 19 TAC 21.22(10)</td>
</tr>
<tr>
<td>&quot;Maintain Domicile&quot;</td>
</tr>
<tr>
<td>&quot;Maintain domicile&quot; means physically residing in Texas such that the person always intends to return to the state after a temporary absence. The maintenance of domicile is not interrupted by a temporary absence from the state, as provided in 19 Administrative Code 21.22(30). 19 TAC 21.22(16)</td>
</tr>
<tr>
<td>&quot;Parent&quot;</td>
</tr>
<tr>
<td>&quot;Parent&quot; means a natural or adoptive parent, managing or possessory conservator, or legal guardian of a person. The term would not otherwise include a step-parent. Education Code 54.0501(5); 19 TAC 21.22(20)</td>
</tr>
</tbody>
</table>
"Regular Semester" means a fall or spring semester, typically consisting of 16 weeks. 19 TAC 21.22(24)

"Residence" means a person's home or other dwelling place; where a person resides. Education Code 54.0501(6); 19 TAC 21.22(25)

"Temporary Absence" means an absence from the state of Texas by a person who previously met the criteria for in-state residency, with the intention to return, generally for a period of short duration (i.e., less than one year). However, in some situations, the absence can be significantly longer.

For example, the temporary absence of a person or a dependent's parent from the state for the purpose of service in the U.S. Armed Forces, U.S. Public Health Service, U.S. Department of Defense, U.S. Department of State, as a result of an employment assignment, or for educational purposes, shall not affect a person's ability to continue to claim that Texas is his permanent residence.

19 TAC 21.22(29)

Residents

Subject to the other applicable provisions of Education Code Chapter 54, Subchapter B governing the determination of resident status, the following persons are considered residents of this state for purposes of Education Code Title 3:

1. A person who:
   a. Established a domicile in this state not later than one year (12 months) before the census date of the academic term in which the person is enrolled in an institution, including a college district; and
   b. Maintained that domicile continuously in the state for the year (12 months) immediately preceding the census date of the academic semester in which the person enrolls in an institution.

   Education Code 54.052(a); 19 TAC 21.24(a)(2)

   If a person applies for resident status under this provision, the person shall submit the following information to an institution of higher education to establish resident status under Education Code Chapter 54, Subchapter B:

   a. A statement of the dates and length of time the person has resided in this state, as relevant to establish resident status; and
b. A statement by the person that the person’s presence in this state for that period was for a purpose of establishing and maintaining a domicile.

*Education Code 54.053(1)*

2. A dependent whose parent:

   a. Established a domicile in this state not later than one year (12 months) before the census date of the academic term in which the dependent is enrolled in an institution of higher education; and

   b. Maintained that domicile continuously for the year (12 months) immediately preceding the census date of the academic semester in which the person enrolls in an institution.

*Education Code 54.052(a)(2); 19 TAC 21.24(a)(3)*

If a person applies for resident status under this provision, the person shall submit the following information to an institution of higher education to establish resident status under Education Code Chapter 54, Subchapter B:

   a. A statement of the dates and length of time any parent of the person has resided in this state, as relevant to establish resident status; and

   b. A statement by the parent or, if the parent is unable or unwilling to provide the statement, a statement by the person that the parent’s presence in this state for that period was for a purpose of establishing and maintaining a domicile.

*Education Code 54.053(2)*

3. A person who:

   a. Graduated from a public or accredited private high school in this state or received the equivalent of a high school diploma in this state, including the successful completion of a nontraditional secondary education; and

   b. Maintained a residence continuously in this state for:

      1. The three years (36 months) immediately preceding the date of graduation or receipt of the diploma equivalent, as applicable; and

      2. The year (12 months) preceding the census date of the academic term in which the person is enrolled in an institution.

*Education Code 54.052(a)(3); 19 TAC 21.24(a)(1)*
If a person applies for resident status under this provision, the person shall submit the following information to an institution of higher education to establish resident status under Education Code Chapter 54, Subchapter B:

a. A statement of the dates and length of time the person has resided in this state, as relevant to establish resident status; and

b. If the person is not a citizen or permanent resident of the United States, an affidavit stating that the person will apply to become a permanent resident of the United States as soon as the person becomes eligible to apply. An affidavit signed by a person enrolled and classified during any part of the 2011–12 academic year or later must be retained in a paper or electronic format permanently by the institution or until the student (current and former) provides proof that the student has applied for permanent resident status.

*Education Code 54.053(3); 19 TAC 21.25(a)(1)(B), (c), .30(a), (c)*

For purposes of this section, the domicile of a dependent's parent is presumed to be the domicile of the dependent unless the person establishes eligibility for resident status under the third option. *Education Code 54.052(b); 19 TAC 21.24(e)*

**Non-Citizens**

Non-U.S. citizens listed in 19 Administrative Code 21.24(d) are eligible to establish and maintain domicile in this state for the purposes of 19 Administrative Code 21.24(a)(2) or (3) above. *19 TAC 21.24(d)*

A public or independent institution of higher education that enrolls and classifies a nonimmigrant as a resident under 19 Administrative Code 41.24(a)(1) shall instruct such a student upon admission; annually while the student is enrolled, and upon graduation of his or her obligation to apply for Permanent Resident status as soon as the person is eligible to do so and refer the student to the appropriate federal agency for instructions on how to achieve such status. *19 TAC 21.30(b)*

**Presumption of Resident Status**

A member of the U.S. Armed Services whose home of record with the military is Texas is presumed to be a Texas resident, as are his or her spouse and dependent children. A member whose home of record is not Texas but who provides the institution leave and earnings statements that show the member has claimed Texas as his or
Evidence of Resident Status

her place of residence for the 12 consecutive months prior to enrollment is presumed to be a Texas resident, as are his or her spouse and dependent children. 19 TAC 21.24(h)

To initially establish resident status under 19 Administrative Code 21.24, a person who qualifies for residency shall provide the institution, including a college district, with a completed set of Core Residency Questions. A person who qualifies for residency under 19 Administrative Code 21.24(a)(1) and who is not a Citizen of the United States or a Permanent Resident of the United States shall, in addition to the other requirements of this section, provide the institution with a signed affidavit in the form provided in 19 Administrative Code 21.25 Chart I stating that the person will apply to become a Permanent Resident of the U.S. as soon as the person becomes eligible to apply.

An institution may request that a person provide documentation to support or clarify the answers to the Core Residency Questions. The following is a list of documents that may provide support to a claim of physical residence in Texas:

1. Utility bills for the 12 consecutive months preceding the census date;

2. Canceled checks that reflect a Texas residence for the 12 consecutive months preceding the census date;

3. A current credit report that documents the length and place of residence of the person or the dependent's parent to be in Texas and the length of residence to be at least 12 consecutive months preceding the census date;

4. Texas voter registration card that was issued at least 12 months prior to the census date;

5. Lease or rental of residential real property in the name of the person or the dependent's parent for the 12 consecutive months immediately preceding the census date; and

6. Texas high school transcript for full senior year immediately preceding the census date or a transcript from a Texas institution of higher education showing presence in the state for the 12 consecutive months preceding the census date.

Appropriate documents are not limited to those listed above. In addition, the institution may request documents that support the information the student may provide in the Core Residency Questions, Section H.
An institution shall not impose any requirements in addition to the requirements established in this section for a person to establish resident status.

*Education Code 54.075(b); 19 TAC 21.24(b), .25*

Although not conclusive or exhaustive, the following factors occurring throughout a consecutive 12-month period prior to the census date of the semester in which a person seeks to enroll may lend support to a claim regarding the person’s intent to establish and maintain domicile in Texas. Continued presence in the state from the end of that period until the census date of the semester in which a person seeks to enroll, except for temporary absences as defined in 19 Administrative Code 21.22(29), may lend support to a claim of maintaining domicile in Texas:

1. Establishment of Domicile:
   a. Significant Gainful Employment:
      (1) An employer's statement of dates of employment in Texas (beginning and current or ending dates) that encompass at least 12 consecutive months prior to the census date of the term in which the person enrolls or pay stubs for 12 consecutive months prior to the census date, reflecting significant gainful employment in Texas. However, employment conditioned on student status, such as work study, the receipt of stipends, fellowships, or research or teaching assistantships does not constitute gainful employment for the purposes of 19 Administrative Code Chapter 21, Subchapter B.

      (2) For a person who is unemployed and living on public assistance, written statements from the office of one or more social service agencies located in Texas that attest to the provision of services to the person for the 12 consecutive months prior to the census date of the term in which the person enrolls.
   b. Residential Real Property: Sole or joint marital ownership of residential real property in Texas with documentation to verify 12 consecutive months of ownership prior to the census date of the term in which the person enrolls, such as a Warranty Deed, with the person or the dependent's parent having established and maintained domicile at that residence.
c. Marriage to a Person who has Established and Maintained Domicile in Texas. Marriage certificate or Declaration of Registration of Informal Marriage with documentation to support that spouse has established and maintained domicile in Texas for 12 consecutive months prior to the census date of the term in which the person enrolls.

d. Ownership of a Business Entity. Documents that evidence the organization of the business in Texas that reflect the ownership interest of the person or dependent's parent, and the customary management of the business by the person or dependent's parent without the intention of liquidation for the foreseeable future.

2. Maintenance of Domicile: A person who established domicile through one of the actions described in item 1 and continues to reside in the State of Texas, except for temporary absences as defined in 19 Administrative Code 21.22(29), is considered to have maintained domicile in Texas for that period of time unless he or she takes specific steps to change his or her domicile to a different location.

An individual whose initial purpose for moving to Texas is to attend an institution of higher education as a full-time student will be presumed not to have the required intent to make Texas his or her domicile; however, the presumption may be overruled by clear and convincing evidence.

An individual shall not ordinarily be able to establish domicile by performing acts that are directly related to fulfilling educational objectives or that are required or routinely performed by temporary residents of the state.

19 TAC 21.24(f)–(h)

Burden of Proof

The student has the burden of proof to show by clear and convincing evidence that domicile has been established and maintained as required by 19 Administrative Code 21.24(a)(2) and (a)(3). 19 TAC 21.24(c)

Continuing Resident Status

A person classified by an institution of higher education, including a college district, as a resident of this state under Education Code Chapter 54, Subchapter B is entitled, without submitting the information required by Education Code 54.053, to be classified as a resident by that institution in each subsequent academic term in which the person enrolls.
A person classified by an institution of higher education as a resident is entitled, without submitting the information required by Education Code 54.053 to the subsequent institution, to be classified as a resident by another institution of higher education in which the person subsequently enrolls.

*Education Code 54.054(a)–(b)*

A person classified by an institution of higher education as a resident of this state under this subchapter is entitled, without submitting the information required by 19 Administrative Code 21.24 and 21.25, to be classified as a resident by any institution in each subsequent academic term in which the person enrolls unless the person provides information to the institution that indicates a change in resident status is appropriate as indicated in 19 Administrative Code 21.27. 19 TAC 21.26(a)

**Break in Enrollment**

If a person is not enrolled in an institution of higher education for two or more consecutive regular semesters, then the person must reapply for resident status and shall submit the information required in 19 Administrative Code 21.24 and 21.25 and satisfy all the applicable requirements to establish residency. *Education Code 54.054(c); 19 TAC 21.26(b)*

**Additional or Changed Information**

If a person is initially classified as a nonresident based on information provided through the set of Core Residency Questions, the person may request reclassification by providing the institution, including a college district, with supporting documentation such as described in 19 Administrative Code 21.24 and 21.25. A person shall provide the institution with any additional or changed information that may affect his or her resident or nonresident tuition classification.

An institution may reclassify a person who had previously been classified as a resident or nonresident based on additional or changed information provided by the person. Any change made under this section shall apply to the first succeeding semester in which the person is enrolled, if the change is made on or after the census date of that semester. If the change is made prior to the census date, it will apply to the current semester.

*Education Code 54.055; 19 TAC 21.27*

**Errors in Classification**

If an institution of higher education, including a college district, erroneously classifies a person as a resident, the institution of higher education shall charge nonresident tuition to the person beginning with the first semester that begins after the date the institution discovers the error.
Not earlier than the first day of the following semester, the institution may notify the person that he or she must pay the difference between resident and nonresident tuition for each previous semester in which the student should not have paid resident tuition, if:

1. The person failed to provide to the institution, in a timely manner after the information becomes available or on request by the institution, any information that the person reasonably should know would be relevant to an accurate classification by the institution; or

2. The person provided false information to the institution that the person reasonably should know could lead to an erroneous classification by the institution.

If the institution provides the notice described above, the person shall pay the applicable amount to the institution not later than the 30th day after the date the person is notified of the person's liability for the amount owed. After receiving the notice and until the amount is paid in full, the person is not entitled to receive from the institution a certificate or diploma, if not yet awarded on the date of the notice, or official transcript that is based at least partially on or includes credit for courses taken while the person was erroneously classified as a resident of this state.

If an institution erroneously classified a person as a nonresident of this state and the person is entitled or permitted to pay resident tuition, the institution shall charge resident tuition to the person beginning with the semester in which the institution discovered the error. Regardless of the reason for the error, the institution shall immediately refund to the person the amount of tuition the person paid in excess of resident tuition.

*Education Code 54.056; 19 TAC 21.28 [See FD(LEGAL)]*
Appendix H

KILGORE COLLEGE
JOB DESCRIPTION

March 2022

<table>
<thead>
<tr>
<th>JOB TITLE:</th>
<th>Director of Admissions &amp; Registrar – Dennis Cliborn</th>
<th>FLSA status:</th>
<th>Exempt</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT:</td>
<td>Admissions &amp; Registrar</td>
<td>REPORTS TO:</td>
<td>Dean – Enrollment Management and Student Success</td>
</tr>
</tbody>
</table>

Position summary:

As part of the office of admissions and registrar team, this position helps develop, implement, and is directly involved in an aggressive, comprehensive enrollment and retention program. This position oversees academic recruitment, admissions and registration efforts of KC. This position also serves as a primary liaison to administrators, faculty, staff, and professional colleagues as well as offers guidance to the administration, faculty & staff, and prospective, current, and former students.

Position responsibilities:

- Supervises all aspects of academic recruitment, visitors center, international student services, admissions, registration and records
- Manages the day to day operations of the office
- Responsibly manages office budget
- Monitors the human, financial, and technological resources that support the office operations
- Oversees the common, admissions, and registration modules of the student information system
- Coordinates course set up and scheduling
- Contributes to the preparation of the school calendar, catalog, registration guide and other related publications
- Certifies NJCAA academic eligibility
- Enforces Family Educational Rights and Privacy Act (FERPA) rules
- Serves as the Student and Exchange Visitor Information System (SEVIS) designated school official (DSO)
- Assists with the recruitment and retention of domestic and international students
- Supervises student graduation ceremonies
- Oversees end of semester/term processing in student information system
- **Serves as KC’s residence determination official**
- Serves as KC’s certification agent in state reporting
- Maintains reports, data, and statistics related to specific assignments and tasks
- Assists student success from recruitment through to graduation
- Works with various offices to develop successful transition programs for new KC students
- Plays an active role in the enrollment management efforts
- Committed to work with administrators, faculty, staff, and students
- Contributes to office innovation
- Serves on committees as requested
- Supports the philosophy and mission of Kilgore College
- Other duties as assigned.

Minimum Position Requirements:

- Master’s degree required.
- Five years or more related experience preferred.
• Proficiency in Microsoft Office (Word, Excel, and Outlook) and data entry required.
• Familiarity with the Jenzabar EX student information system preferred.
• Familiarity with FERPA, NJCAA, and SEVIS is an asset.
• Knowledge of KC policies, procedures and practices.
• Comprehensive knowledge of the registration processes from recruitment to graduation.
• This position requires strong interpersonal and communication skills, both written and oral.
• The ability to multi-task and manage time effectively is essential.

Supervisory Responsibilities:

• 9 Full-Time Direct Reports  0 Part-Time Direct Reports

Physical Demands and Work Environment:

• The ability to work with diverse populations is necessary.
• Extensive overnight, evening, weekend work and travel is required.
• This position requires a valid Texas driver’s license.
• This position is designated as security sensitive and requires a criminal background check.
• Sufficient dexterity, agility, and physical condition to perform routine office duties are necessary including the ability to lift a minimum of twenty pounds.

Safety:

Provide resources for safe operation of units. Create and support workplace safety.

Disclaimer:

The above description is an overview of the job. It is not intended to be an all-inclusive list of duties and responsibilities of the job, nor is it intended to be an all-inclusive list of the skills and abilities required to do the job. Duties and responsibilities may change with business needs. Kilgore College reserves the right to add, change, amend, or delete portions of this job description at any time, with or without notice. Employees may be required to perform other duties as requested, directed, or assigned. In addition, reasonable accommodations may be made by Kilgore College at its discretion to enable individuals with disabilities to perform the essential functions.