I. Call to Order

II. Pledge of Allegiance

III. Certification of the Posting of the Notice of the Meeting

IV. Introductions, Special Guests, Recognitions – Chancellor’s Technology Innovative Grants

V. Workshop

VI. Closed Session

The Board of Trustees, in accordance with Section 551.001, et seq. of the Texas Government Code will move into Closed Session under one or more of the following provision(s) of the ACT:

- Section 551.071 – Consultation with Attorney
  - Status of Pending Litigation
  - On any item on the Agenda
- Section 551.072 – Deliberation Regarding Real Property
  - LSC-University Park, LSC-CyFair, LSC-North Harris, LSC-Tomball, LSC–Montgomery, LSC-Kingwood, LSC-SO-University Park
- Section 551.074 - Personnel Matters

VII. Reconvene Regular Meeting

VIII. Approval of the Minutes of the September 1, 2016 Workshop and Regular Meeting of the Board of Trustees, September 14, 2016 Public Hearing and September 19, 2016 Public Hearing.

IX. Special Reports and Announcements
1. Chancellor – Reports and comments from the Chancellor regarding meetings and conferences attended, campus visits, community and district activities, education programs, current affairs related to higher education

2. Presidents – Shah Ardalan

3. Vice Chancellors – Rand Key

4. Faculty Senate Presidents – Paula Khalaf

5. Board Members
   • Reports and comments from Board chair and Board members regarding meetings and conferences attended, campus visits, community and district activities, education programs, current affairs related to higher education
   • Board Committee Reports

X. Citizen Participation

XI. Consideration of the Consent Agenda

(The purpose of the consent agenda is to allow the Board to identify and approve action items which require no additional information or discussion and for which there is unanimous approval. Trustees receive agenda materials one week in advance of the meeting to prepare for the business to be conducted.)

XII. Policy Report and Considerations

1. Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.D.1. Non-Academic Student Travel (FIRST READING)

2. Consideration of the Recommended Addition of the Lone Star College System Board Policy Manual Section VI.D.14. Student Organizations (FIRST READING)

3. Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.H. Student Records (FIRST READING)

4. Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section I. Governance (FIRST READING)

5. Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.F.1.3. Title IX Harassment and Sexual Violence General Procedures (FIRST READING)
XIII. Foundation Report and Consideration

1. Ratify and Approve the Appointment of LSC Foundation Board Members (ACTION ITEM 1)

XIV. Financial Reports and Considerations

1. The financial statements for the month ended August 31, 2016 and the quarterly investment report for the quarter ended August 31, 2016 are presented for Board review. These financial statements represent preliminary results for the fiscal year ending August 31, 2016. Final results will be presented in December accompanied by a report from our external auditors.

2. Consideration of Approval of Resolution and Ordinance Levying the Interest and Sinking (I&S) Component of the Ad Valorem Tax Rate for Tax Year 2016 (ACTION ITEM 2)

3. Consideration of Approval of Resolution and Ordinance Levying the Maintenance and Operations (M&O) Component of the Ad Valorem Tax Rate for Tax Year 2016 (ACTION ITEM 3)

4. Consideration of Approval to Submit Grant Applications During FY 2016-2017 (ACTION ITEM 4)

5. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract to Purchase a College Parking Software Solution (ACTION ITEM 5)

6. Consideration of Approval of Investment Broker/Dealers for FY 2016-2017 (ACTION ITEM 6)

7. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract to Purchase Parking Area and Roadway Striping Services (ACTION ITEM 7)

8. Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contract with the LSC-North Harris Materials Testing Firm for Services Related to the Construction Skilled Trades Technology Building (ACTION ITEM 8)

9. Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contracts with the Commissioning Firms for Services Related to the 2014 General Obligation Bond Construction Program Phase 1 Projects (ACTION ITEM 9)

10. Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contract with the Security Design and Consulting Firm for Additional Services Related to the System-wide Mass Notification Infrastructure (ACTION ITEM 10)
11. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Easements and Agreements on Behalf of the College Related to the 2014 General Obligation Bond Construction Program at LSC-University Park (ACTION ITEM 11)

12. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Interlocal Agreement Between Harris County and the College for Harris County to Provide Funding for LSC-CyFair to Operate a Joint Library Serving LSC-CyFair and the General Public (ACTION ITEM 12)

13. Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contract with the Pest Control Services Firm for Additional Services (ACTION ITEM 13)

XV. Special Report and Consideration

1. Consideration and Official Adoption of the Terms of Joint Election Agreements and Election Services Agreements to which Lone Star College is a Party (ACTION ITEM 14)

2. Consideration and Adoption of Order Declaring Unopposed Candidate Myriam Saldivar Elected as Trustee for District 6 on the Board of Trustees and Canceling the November 2016 Election for District 6 Only (ACTION ITEM 15)

XVI. Lone Star College Foundation Report

LSC Foundation Gifts Received Report

XVII. Personnel Report and Considerations

1. Consideration of Ratification of Appointments (ACTION ITEM 16)

2. Consideration of Acceptance of Resignations (ACTION ITEM 17)

3. Amendment to the Consideration of the Reappointment of Full-Time Faculty (ACTION ITEM 18)

XVIII. Buildings and Grounds Report

Construction Projects Update

XIX. Suggested Future Agenda Items

XX. Adjournment
If during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to an item noticed in this meeting, then such closed 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 and all subjects and for any and all purposes permitted by Section 551.071-551.089, inclusive, of the Open Meetings Act, including, but not limited to:

- Section 551.071 - Consultation with Attorney
- Section 551.072 - Deliberation Regarding Real Property
- Section 551.073 - Deliberation Regarding Prospective Gift
- Section 551.074 - Personnel Matters
- Section 551.076 - Deliberation Regarding Security Devices
- Section 551.082 - Student Discipline
- Section 551.0821 - Personally Identifiable Information About Student
- Section 551.084 - Exclusion of Witness
- Section 551.087 - Economic Development Negotiations
I, Stephen C. Head, Chancellor of the Lone Star College System, do hereby certify that a notice of this meeting was posted on Wednesday the 28th day of September, 2016 in a place convenient to the public at LSC-System Office The Woodlands, The Woodlands Leadership Building, on all college campuses and on the system website as required by Section 551.002 et seq., Texas Government Code. Special notice of the meeting was provided to the news media as required by Section 551.001 et seq., Texas Government Code.

Given under my hand this the 28th day of September, 2016.

LONE STAR COLLEGE SYSTEM

_____________________
Stephen C. Head
Chancellor
PRESENT: Ms. Linda Good, Chair
Dr. Kyle Scott, Vice-Chair
Dr. Ron Trowbridge, Secretary
Dr. Alton Smith, Assistant Secretary
Dr. David Holsey
Mr. David Vogt
Mr. Ken E. Lloyd
Mr. Bob Wolfe
Art Murillo

WORKSHOP AND REGULAR MEETING

I. CALL TO ORDER: Dr. Scott, Vice-Chair, called the workshop and regular meeting of the Board of Trustees to order at 6:00 p.m. after determining that a quorum was present.

II. PLEDGE OF ALLEGIANCE: Dr. Smith led the Board and guests in reciting the Pledge of Allegiance.

III. CERTIFICATION OF THE POSTING OF THE NOTICE OF THE MEETING: Chancellor Head confirmed that the Notice for the meeting had been properly posted. No action was required. A copy is attached as Exhibit “A”.

IV. INTRODUCTIONS, SPECIAL GUESTS AND RECOGNITIONS: Dr. Head introduced the new executive vice chancellor, Dr. Alicia Harvey-Smith, who will start later this fall.

Dr. Head welcomed the new faculty senate presidents, Van Piercy, vice president LSC-Tomball, is filling in while Kim Carter is on sabbatical. Diana Cooley, vice president LSC-North Harris is filling in for Bob Lynch who is out of the country. Anthony Carreras is the new faculty senate president for LSC-Kingwood. LSC-Montgomery president Rebecca Riley introduced LSC-Montgomery SGA president Becky Ramirez. Dr. Head introduced Dr. Derrick Mann the new vice president for student services at LSC-North Harris and Dr. Chantell Hines, interim associate vice chancellor for student services.
Dr. Head introduced Dr. Jay Theis to talk about the partnership with AmeriCorps for a mentoring program for first generation college students. The Lone Star College AmeriCorps program is for current students who have completed at least 30 hours, can become mentors and earn college scholarships as well as a living allowance.

Dr. Head introduced Dr. Theresa McGinley, associate vice chancellor international programs to highlight the chaperones and students who participated in the China US Exchange Foundation. Dr. Val Dabney, vice president of Centers at LSC-North Harris and Dr. Wei Li, professor developmental education at LSC-North Harris talked about the third US Exchange with China that LSC-North Harris students participated in, under the sponsorship of U.S. Congresswoman Sheila Jackson Lee. Students talked about their experiences and the impact of the exchange program on their lives.

Dr. Katie Caruso gave a presentation on The Honors Program and the impact this has had on Lone Star College and its students.

Mr. Wolfe entered the meeting at 6:08 p.m.
Mr. Vogt entered the meeting at 6:17 p.m.

V. **WORKSHOP:**

VI. **CLOSED SESSION:** At 6:37 p.m. Dr. Scott convened the Board in closed session, in accordance with Section 551.001 et seq. of the Texas Government Code under one or more of the following provision(s) of the Act:

Section 551.071 – Consultation with Attorney
- Status of Pending Litigation
- On any item on the Agenda

Section 551.072 – Deliberation Regarding Real Property
- LSC-University Park, LSC-CyFair, LSC-North Harris, LSC-Tomball, LSC–Montgomery, LSC-Tomball, LSC-SO-University Park

Section 551.074 - Personnel Matters

Ms. Good entered the meeting at 6:55 p.m.

VII. **RECONVENE REGULAR MEETING:** Ms. Good reconvened the open meeting at 7:50 p.m.

VIII. **CONSIDERATION AND POSSIBLE ACTION ON GRIEVANCE APPEAL OF MIRIAM WHITSITT:** Dr. Trowbridge made a motion for the board not to hear the grievance appeal. Dr. Scott seconded the motion and the board approved. Mr. Lloyd opposed.
IX. **APPROVAL OF THE MINUTES OF THE AUGUST 4, 2016 REGULAR MEETING:** upon a motion made by Dr. Smith and a second by Dr. Holsey the board unanimously approved the minutes of the August 4, 2016 Workshop and Regular Meeting.

X. **SPECIAL REPORTS AND ANNOUNCEMENTS:**

1. **Chancellor:** Dr. Head introduced Beth Marshall from Community Impact newspaper. Dr. Head announced Entergy Texas has donated $100,000 through the Foundation to support the LSC Promise Scholarship Program.

   Dr. Head announced the U.S. Department of Education has awarded Lone Star College more than $4.6 million to help improve the academic attainment of Hispanic students. The grant money will be used to expand the Developing Hispanic-Serving Institutions initiative. In all, LSC will receive $4,627,343 in Title V grants. LSC North Harris was awarded $2,587,367 and LSC-Tomball was awarded $2,039,976. The five year grant begins this fall.

   Dr. Head announced current enrollments are flat.

2. **College Presidents:** Dr. Lee Ann Nutt gave a presentation entitled “Every Student Has a Story”. Students’ stories and successes were highlighted.

3. **Vice Chancellors:** Mario Castillo, vice chancellor and General Counsel introduced Leticia Charbonneau, executive director of internal audit. Ms. Charbonneau explained the 2016-17 proposed internal audit plan and the audit projects identified in that plan.

4. **Faculty Senate Presidents:** Patrick Barton, faculty senate president of CyFair gave a presentation on Academic Freedom.

5. **Board Members:** No reports from the board committees.

   Dr. Holsey stated he was selected for Team USA and will be competing in the World Triathlon Championships next month.

   Chair Good stated with the elections coming up in November the nominating committee will need to meet to present a slate of officers. The nominating committee is Dr. Scott, Dr. Holsey and Mr. Murillo.

XI. **CITIZENS DESIRING TO ADDRESS THE BOARD:** Mr. Joe Ramirez, representing the HESI, addressed the board about concerns about diversity.

   Ms. Miriam Whitsitt addressed the board about her grievance appeal.

   Mr. Chris Tritico, attorney for Ms. Miriam Whitsitt, addressed the board about her grievance appeal and integrity.
XII. CONSIDERATION OF THE CONSENT AGENDA: Items 2, 4, 9 and 18 were pulled from the agenda to be considered separately. Ms. Good proceeded with the Consent Agenda. Dr. Trowbridge made a motion to approve items 1, 3, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17 and 19. Mr. Lloyd seconded the motion and the Board unanimously passed the Consent Agenda. A copy is attached as Exhibit “B”.

XIII. POLICY REPORT AND CONSIDERATIONS:
1. Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Sections VI.A.1.01, VI.D.1.01, and VI.D.12.01 (FIRST READING): the Board of Trustees considered the recommended revision of the College’s Board Policy Sections VI.A.1.01, VI.D.1.01, and VI.D.12.01, revising enumerated protected categories. A copy is attached as Exhibit “C”.

2. Consideration of Approval for Board of Trustees Travel (ACTION ITEM 1): the Board of Trustees authorize Ron Trowbridge, Art Murillo, Alton Smith, Ken E. Lloyd, Bob Wolfe and Linda Good to attend the Association of Community College Trustees 2016 Leadership Congress on October 5 – 8, 2016 in New Orleans, LA. This item was passed in the Consent Agenda. A copy is attached as Exhibit “D”.

XIV. FINANCIAL REPORTS AND CONSIDERATIONS:
1. Monthly Financial Statements: Ms. Carin Hutchins, acting CFO for administration and finance, presented the monthly financial statements for the month ended July 31, 2016. A copy is attached as Exhibit “E”.

2. Consideration of Approval for the College to Provide Notice of Intent to Hold Required Public Hearings and to Set the Ad Valorem Tax Rate for the Tax Year 2016 at the October Board Meeting (ACTION ITEM 2): Chair Good moved to propose the Maintenance & Operations (M & O) ad valorem rate of $0.0800 per $100 valuation for the 2016 tax year and the Interest and Sinking ad valorem rate of .0278 be adopted at the October 3, 2016 regular Board of Trustees meeting and two public hearings be held at 5:00 p.m. on September 14 and 19, 2016. If adopted as proposed, the total ad valorem tax rate for Lone Star College will be $0.1078 per $100 valuation. Dr. Scott seconded the motion. Chair Good then took a roll call vote. Those voting for the motion were Art Murillo, Alton Smith, David Vogt, Kyle Scott, Linda Good, David Holsey, Bob Wolfe, Ken Lloyd and Ron Trowbridge. The motion carried. A copy is attached as Exhibit “F”.

3. Consideration of Approval of the Annual Appointment of County Tax Assessor-Collectors to Collect Property Taxes Levied on Behalf of the College (ACTION ITEM 6): the Board of Trustees unanimously approves the annual appointment of Mike Sullivan, Harris County Tax Assessor-Collector to collect System property taxes in Harris County, and Tammy J. McRae, Montgomery County Tax Assessor-Collector, to collect System property taxes in Montgomery County, levied on behalf of the College for the tax year 2016 (fiscal year 2016-17). This item was passed in the Consent Agenda. A copy is attached as Exhibit “G”.

4
4. Consideration of Approval for the Chancellor or Designee to Negotiate and Execute a Payment-in-Lieu-of-Tax Agreement and Provide a Letter of Non-Opposition on Behalf of the College in Support of a Foreign Trade Zone (“FTZ”) Application (ACTION ITEM 4): upon a motion by Dr. Holsey and a second by Dr. Smith the Board of Trustees authorize the Chancellor or his designee to negotiate and execute a payment-in-lieu-of-tax agreement on behalf of the College with Texas Armaments and Technology LLC and provide a letter of non-opposition in support of its FTZ application for property located at 2014 Airport Road, Conroe, Montgomery County, Texas. The motion carried. Dr. Scott, Mr. Lloyd and Chair Good opposed. A copy is attached as Exhibit “H”.

5. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract on Behalf of the College to Purchase Accounts Receivable (“AR”) Collection Services (ACTION ITEM 5): the Board of Trustees authorize the Chancellor or designee to negotiate and execute a contract for the purchase of accounts receivable collection services on behalf of the College from Continental Service Group, Inc. (“ConServe”), 200 Cross Keys Office Park, Fairport, NY 14450. The College does not pay the vendor directly for these services. Instead, the vendor collects a 20% fee from the student upon collection of the delinquent account. In FY 2017, it is projected that these services will result in the collection of an additional $774,000 in delinquent accounts and collection fees paid to the vendor of $194,000. The term of this agreement will be for a period of three years with the option to renew for two additional one-year periods based upon mutual consent. This item was passed in the Consent Agenda. A copy is attached as Exhibit “I”.

6. Consideration of Approval of Annual Purchases of Bond-Funded Technology Hardware, Software, and Services on Behalf of the College (ACTION ITEM 6): the Board of Trustees approve the purchase of bond-funded technology hardware, software, and services on behalf of the College in a total sum not exceeding $7,500,000 during FY 2016-17. The Chancellor also recommends that the Board authorize him or a designee to execute individual contracts in excess of $100,000, but less than $500,000, without obtaining the Board’s individual pre-approval for each such contract. The Chancellor finally recommends to the Board that it expressly authorize him or a designee to execute the contracts detailed in Appendix A for the not exceeding sums listed therein. This item was passed in the Consent Agenda. A copy is attached as Exhibit “J”.

7. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Contracts to Purchase and Install Equipment for the LSC-Conroe Center Workforce Expansion (ACTION ITEM 7): the Board of Trustees authorize the Chancellor or designee to negotiate and execute contracts to purchase and install equipment for the LSC-Conroe Center Workforce Expansion from the following firms in the not exceeding sums listed: Ellison Technologies, 3403 W. Sam Houston Pkwy, West Suite 100, Houston, TX 77086 and Lincoln Electric, 22801 St. Clair Avenue,
8. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Interlocal Agreements Related to the LSC-East Aldine Satellite Center’s Aldine Independent School District (“AISD”) MacArthur Early College Facility (ACTION ITEM 8): the Board of Trustees authorize the Chancellor or designee to negotiate and execute interlocal agreements related to the LSC-East Aldine Satellite Center’s AISD MacArthur Early College Facility. The requested interlocal agreements between the College and AISD may include, but are not limited to, an agreement for development and construction, operations and use of joint facilities, and a ground lease. The agreements will clearly define each party’s duties and responsibilities. This item was passed in the Consent Agenda. A copy is attached as Exhibit “K”.

9. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Agreements with Harris County’s Right of Way Division for the Sale of Property at LSC-Tomball for the Widening of State Highway 249 (ACTION ITEM 9): upon a motion made by Dr. Smith and a second by Mr. Vogt the Board of Trustees authorize the Chancellor or designee to negotiate and execute agreements with Harris County’s Right of Way Division, 10555 Northwest Freeway, Suite 210, Houston, Texas 77092, for the sale of property at the LSC-Tomball campus for the widening of State Highway 249. A copy is attached as Exhibit “M”.

10. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Easements and Agreements on Behalf of the College Related to the 2014 General Obligation Bond Construction Program at LSC-CyFair (ACTION ITEM 10): the Board of Trustees authorize the Chancellor or designee to execute easements and agreements on behalf of the College related to the 2014 General Obligation Bond Construction Program at LSC-CyFair. This item was passed in the Consent Agenda. A copy is attached as Exhibit “N”.

11. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Easements and Agreements on Behalf of the College Related to the LSC-University Park Center for Science and Innovation (ACTION ITEM 11): the Board of Trustees authorize the Chancellor or designee to execute easements and agreements on behalf of the College related to the LSC-University Park Center for Science and Innovation. This item was passed in the Consent Agenda. A copy is attached as Exhibit “O”.

12. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Easements and Agreements on Behalf of the College Related to the Widening of State Highway 249 and its Impact on LSC-Tomball (ACTION ITEM 12): the Board of Trustees authorize the Chancellor or Designee to negotiate and execute easements and agreements on behalf of the College related to the widening of State Highway 249 and its impact on LSC-Tomball. This item was passed in the Consent Agenda. A copy is attached as Exhibit “P”.
13. **Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract to Purchase and Install Simulator Equipment for the Energy and Manufacturing Institute (“EMI”) at LSC-University Park (“UP”) (ACTION ITEM 13):**

The Board of Trustees authorize the Chancellor or designee to negotiate and execute a contract with Drilling Systems, 1427 Vander Wilt Lane, Katy, Houston, Texas 77449, for the purchase and installation of a drilling simulator system at the EMI for a sum not exceeding $1,500,000. This item was passed in the Consent Agenda. A copy is attached as Exhibit “Q”.

14. **Consideration of Ratification of the Chancellor’s or Designee’s Execution of a Guaranteed Maximum Price (“GMP”) Contract with the LSC-Kingwood Process Technology Center Construction Manager at Risk (“CMAR”) Firm for Pre-Construction Services Related to the Petrochemical/Refinery Simulation Laboratory (ACTION ITEM 14):**

The Board of Trustees ratify the Chancellor’s or designee’s execution of a contract with the LSC-Kingwood Process Technology Center CMAR firm, Tellepsen Industrial, LLC, 3508 East Pasadena Blvd., Pasadena, Texas 77503, for pre-construction services related to the Petrochemical/Refinery Simulation Laboratory in a sum not exceeding $264,600. This item was passed in the Consent Agenda. A copy is attached as Exhibit “R”.

15. **Consideration of Approval to Authorize the Chancellor or Designee to Enter into the Grant Contract with the Texas Workforce Commission (“TWC”) for the College Credit for Heroes Phase V Grant Program (ACTION ITEM 15):**

The Board of Trustees authorize the Chancellor or designee to negotiate and execute a grant contract with the TWC in an amount not to exceed $436,878.10. This amount includes an in-kind cost share match of $219,015. This item was passed in the Consent Agenda. A copy is attached as Exhibit “S”.

16. **Consideration of Approval to Purchase All-Inclusive Travel for the Honors College International Capstone Program (ACTION ITEM 16):**

The Board of Trustees approves the purchase of all-inclusive travel for the Honors College International Capstone Program from Corporate Travel Management (CTM), 1820 St. Charles Avenue, Suite 200, New Orleans, LA 70130, for a not-to-exceed amount of $325,000. This item was passed in the Consent Agenda. A copy is attached as Exhibit “T”.

XV. **SPECIAL REPORT AND CONSIDERATIONS:**

1. **Consideration of Approval of the Proposed 2017 Internal Audit Plan (ACTION ITEM 17):**

The Board approved the Fiscal Year 2017 Internal Audit Plan, which is based on a risk assessment completed in August 2016. This item was passed in the Consent Agenda. A copy is attached as Exhibit “U”.

XVI. **PERSONNEL REPORTS AND CONSIDERATIONS:**

7
2. **Consideration of Ratification of Appointments (ACTION ITEM 18):** upon a motion by Dr. Scott and a second by Mr. Vogt the Board unanimously ratified the appointments as presented with the modification to the title for Mr. George Ashmore as director of online technologies. A copy is attached as Exhibit “V”.

3. **Consideration of Acceptance of Resignations (ACTION ITEM 19):** the Board unanimously accepted the resignations as presented. This item was passed in the Consent Agenda. A copy is attached as Exhibit “W”.

**XVII. BUILDING AND GROUNDS REPORTS:**

Construction Projects Update: the Board reviewed the report as presented. A copy is attached as Exhibit “X”.

**XVIII. SUGGESTED FUTURE AGENDA ITEMS:** None.

**XIX. ADJOURNMENT:** There being no further business, the meeting was adjourned at 9:13 p.m.

ATTEST:

______________________________  ______________________________
Board of Trustees, Chair    Board of Trustees, Secretary
PRESENT: Ms. Linda Good, Chair
Dr. Kyle Scott, Vice Chair
Dr. Ron Trowbridge, Secretary
Dr. Alton Smith, Assistant Secretary
Mr. Bob Wolfe
Mr. David Vogt

ABSENT: Dr. David Holsey
Mr. Art Murillo
Mr. Bob Wolfe

WORKSHOP AND REGULAR MEETING

I. CALL TO ORDER: Ms. Good called the proposed tax rate meeting of the Board of Trustees to order at 5:00 p.m. after determining that a quorum was present.

II. PLEDGE OF ALLEGIANCE: Dr. Scott led the Board and guests in reciting the Pledge of Allegiance.

III. CERTIFICATION OF THE POSTING OF THE NOTICE OF THE MEETING AND THE STATUTORY ADVERTISING REQUIREMENTS: Helen Clougherty, vice chancellor and chief of staff confirmed that the Notice for the meeting had been properly posted and that the statutory advertising requirements had been met. No action was required. A copy is attached as Exhibit “A”.

IV. PRESENTATION OF THE PROPOSED TAX RATE: Ms. Carin Hutchins, interim CFO presented the proposed tax rate of $0.1078 per $100.

V. ANNOUNCEMENTS: Ms. Good announced:

Date, time and place of second Public Hearing to discuss the Board’s intent to raise the 2016-2017 property tax rate by more than the net effective tax rate

Date: Monday, September 19, 2019
Time: 5:00 p.m.
Place: Board Room of the Training and Development Center
      5000 Research Forest Drive
      The Woodlands, TX 77381

Date, time and place of the meeting at which the Board will vote on the proposed tax rate

Date: Monday, October 3, 2016
Time: 6:00 p.m.
Place: Board Room of the Training and Development Center
      5000 Research Forest Drive
      The Woodlands, TX 77381

VI. CITIZENS DESIRING TO ADDRESS THE BOARD: None.

VII. ADJOURNMENT: There being no further business, the meeting was adjourned at 5:09 p.m.

ATTEST:

______________________________  ______________________________
Board of Trustees, Chair                  Board of Trustees, Secretary
MINUTES OF THE  
2016-2017 PROPOSED TAX RATE  
LONE STAR COLLEGE SYSTEM  
TRAINING AND DEVELOPMENT CENTER BOARD ROOM  
5000 RESEARCH FOREST DRIVE  
THE WOODLANDS, TEXAS 77381  
September 19, 2016  
5:00 p.m.

PRESENT: Ms. Linda Good, Chair  
Dr. Ron Trowbridge, Secretary  
Dr. Alton Smith, Assistant Secretary  
Mr. Art Murillo  
Mr. David Vogt

ABSENT: Dr. Kyle Scott, Vice Chair  
Dr. David Holsey  
Mr. Ken E. Lloyd  
Mr. Bob Wolfe

WORKSHOP AND REGULAR MEETING

I. CALL TO ORDER: Ms. Good called the proposed tax rate meeting of the Board of Trustees to order at 5:32 p.m. after determining that a quorum was present.

II. PLEDGE OF ALLEGIANCE: Dr. Smith led the Board and guests in reciting the Pledge of Allegiance.

III. CERTIFICATION OF THE POSTING OF THE NOTICE OF THE MEETING AND THE STATUTORY ADVERTISING REQUIREMENTS: Chancellor Head confirmed that the Notice for the meeting had been properly posted and that the statutory advertising requirements had been met. No action was required. A copy is attached as Exhibit “A”.

IV. PRESENTATION OF THE PROPOSED TAX RATE: Dr. Head presented the proposed tax rate of $.1078 per $100.

V. ANNOUNCEMENTS: Ms. Good announced:

Date, time and place of the meeting at which the Board will vote on the proposed tax rate

Date: Monday, October 3, 2016  
Time: 6:00 p.m.
VI. CITIZENS DESIRING TO ADDRESS THE BOARD: None.

VII. ADJOURNMENT: There being no further business, the meeting was adjourned at 5:44 p.m.

ATTEST:

_________________________________  ___________________________________
Board of Trustees, Chair         Board of Trustees, Secretary
Consideration of Consent Agenda

Consent Agenda: A roll call of individual action items will determine the consent agenda. If a trustee has a question or plans to cast a negative vote regarding a specific recommendation, then the trustee/trustees need to acknowledge their intention to the Chair by show of hand during the roll call: this action item will be considered in the regular order of business as an individual action item.

Those action items that the trustees plan to approve without further question or discussion will be placed on the consent agenda during roll call of individual action items. Upon the creation of the consent agenda, a motion, a second to the motion and unanimous approval of the Board of Trustees is needed to approve the action items. Upon approval of the consent agenda, the Board of Trustees will proceed with the remainder of the agenda.

Tally Of Action Items

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<td># 1</td>
<td>Ratify and Approve Appointment of LSC Foundation Board</td>
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<td># 2</td>
<td>Approve I&amp;S Component of Ad Valorem Tax Rate FY16</td>
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<td># 3</td>
<td>Approve M&amp;O Component of Ad Valorem Tax Rate FY16</td>
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<td># 4</td>
<td>Consider Approval to Submit Grant Apps FY 2016-17</td>
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<td>Approve Investment Broker/Dealers FY 2016-17</td>
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<td>Auth/Chan/Exec/Agree/Related to GO Bond at LSC-UP</td>
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<td>#12</td>
<td>Auth/Chan/Exec/Interlocal/Agree/HC/LSC-CF Library</td>
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<td>Auth/Chan/Amend/Cont/Pest/Control/Svs/Add’l Sves</td>
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<td>#14</td>
<td>Adopt Joint Election Agreements SJC, Montgomery Co</td>
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<td>#15</td>
<td>Adopt Order Unopposed Candidate/Cancel HC Election</td>
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<td>#16</td>
<td>Ratify Appointments</td>
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<tr>
<td>#17</td>
<td>Accept Resignations</td>
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<tr>
<td>#18</td>
<td>Amend Reappointment of FT Faculty</td>
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Request: Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.D.1. Non-Academic Student Travel (FIRST READING)

Chancellor’s Recommendation: That the Board of Trustees consider the recommended revision of the College’s Board Policy Section VI.D.1. Non-Academic Student Travel, clarifying the definition of Non-Academic Student Travel.

Rationale: The proposed revision of Section VI.D.1. Non-Academic Student Travel clarifies what travel is considered non-academic student travel. This revision creates a workable standard that everyone should find easier to understand and apply than the current version. This revision also allows our club sports teams and leagues more flexibility while still requiring documentation on longer distance trips. Finally, this revision distinguishes between academic and non-academic travel.

Fiscal Impact: None

Staff Resource: Mario K. Castillo 832-813-6655
SECTION VI – STUDENTS

VI.D. STUDENT WELFARE AND RIGHTS

VI.D.1. Non-Academic Student Travel

VI.D.1.1. Policy
The College provides equal non-academic student travel opportunities to all students regardless of race, color, sex, age, sexual orientation, religion, ethnic or national origin, disability, veteran status, or any other protected status. Section VI.D.1. applies only to Non-Academic Student Travel as defined below.

VI.D.1.2. Definitions

(a) **Necessary Student Travel Paperwork** includes all required forms specified in the Chancellor’s Procedures for Non-Academic Student Travel.

(b) **Non-Academic Student Travel** covered by this Policy means travel that meets three conditions. First, the travel must be at least farther than 25 miles\(^1\) from the closest Lone Star College campus or satellite center to the final destination. Second, the travel is not directed by an instructional employee to achieve an academic objective. Third, either (1) the College funds the travel and uses a college-owned or -leased vehicle,\(^2\) or (2) a college-registered student organization requires the travel.\(^3\) Travel that does not meet all three of these conditions is not considered Non-Academic Student Travel and Section VI.D.1. does not apply.

(c) **Non-Academic Student Travel Funded by the College** means paying for expenses associated with the activity or event from a College-maintained budget item or fund. The College funds travel even if an outside tour company arranges the College-sponsored trip and travelers pay their own travel-related expenses.

(d) **Non-Academic Student Travel Required by a Registered Student Organization** means the travel related to the organization’s official activities, including attending and participating at conventions, workshops, athletic events, and non-athletic competitions. This definition does not include social or optional events organized by a registered student organization or an optional course activity recommended by a faculty member.

VI.D.1.3. Non-Academic Student Travel
Students complete and submit Necessary Student Travel Paperwork at least five working days before the Non-Academic Student Travel. Commercial airlines, College-owned, -rented, -leased,

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or -leased vehicles, and commercial vehicles are approved transportation modes for Non-Academic Student Travel under this policy.4

(a) College-Provided Transportation. A driver transporting students in College-owned, -leased, or -rented vehicles must meet the following qualifications: (1) be a College employee approved by the Chief Student Services Officer, (2) have a valid driver’s license appropriate for the vehicle being driven, and (3) have a satisfactory driving record.5

The driver must also ensure that passenger numbers do not exceed the vehicle’s designated passenger capacity6—each passenger must be secured by a seat belt.7 A driver must not drive for more than three consecutive hours without taking a 15-minute break from driving.8 A driver may not read emails or text messages while driving students. A driver must obey all safety procedures and traffic laws.9

(b) Student-Provided Transportation. The following applies when student-owned vehicles are used for Non-Academic Student Travel: (1) College students are not covered by the College’s vehicle insurance policies and cannot be College-approved drivers; (2) adult students drive their own private vehicles at their discretion and peril; (3) adult students riding with another adult student do so at their discretion and peril; (4) College employees cannot arrange for students to drive other students; (5) all student drivers must sign a liability waiver for driving their own vehicle and submit this in accordance with the Necessary Student Travel Paperwork; (6) all student-owned vehicle accidents or collisions must be covered by the student’s vehicle insurance policy; (7) the Non-Academic Student Travel conditions must be detailed in the appropriate form submitted with the Necessary Student Travel Paperwork; and (8) the College must provide student drivers with directions to the intended destination.

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Request: Consideration of the Recommended Addition of the Lone Star College System Board Policy Manual Section VI.D.14. Student Organizations (FIRST READING)

Chancellor's Recommendation: That the Board of Trustees consider the recommended addition of the College’s Board Policy Section VI.D.14. Student Organizations, clarifying student organizations.

Rationale: This proposed addition separates the Non-Academic Student Travel section from the Student Organizations section. This proposed addition also allows certain part-time employees, as authorized by a college president, to serve as student organization advisors.

Fiscal Impact: None

Staff Resource: Mario K. Castillo 832-813-6655
SECTION VI – STUDENTS

VI.D. STUDENT WELFARE AND RIGHTS

VI.D.14. Student Organizations

VI.D.14.1. Policy
The College provides equal opportunities to all students participating in student organizations regardless of race, color, sex, age, sexual orientation, religion, ethnic or national origin, disability, veteran status, or any other protected status. The College cannot deny a student group registration because of the group’s views.

VI.D.14.2. Definitions

(a) Risk Management Program means a program that discusses the following topics: (1) possessing and using alcoholic beverages or illegal drugs, including penalties that may be imposed for possessing either substance; (2) hazing; (3) sexual harassment; (4) fire and other safety issues, including possessing and using a firearm, other weapon, or explosive device; (5) traveling outside the College’s location area; (6) behavior at parties and other events held by a student organization; and (7) adoption by a student organization of a risk management policy.

(b) Student Organization means a student group that has properly registered with and is recognized by the College.

(c) Student Organization Advisor means a person who (1) serves in an advisory capacity to a student organization and its members, (2) has aged at least 21 years, (3) is not a student at the College, and (4) is the College’s full-time employee or a part-time employee expressly authorized by a college president to serve in the appointed, volunteer capacity.

(d) Student Organization Representatives means the following officer positions or similar officer positions: the president, vice president, secretary, and treasurer.

VI.D.14.3. Procedures
The Chancellor will develop and publish procedures to effectuate this policy.
Request: Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.H. Student Records (FIRST READING)

Chancellor’s Recommendation: That the Board of Trustees consider the recommended revision of the College’s Board Policy Section VI.H. Student Records, clarifying that the Chancellor or a designee may share certain student records with select partner institutions.

Rationale: The proposed revision of Section VI.H. Student Records allows the College to share certain student records defined as limited directory information with select partner institutions. Students nevertheless retain the right to request that none of their information be shared with these select partner institutions.

Fiscal Impact: None

Staff Resource: Mario K. Castillo 832-813-6655
SECTION VI – STUDENTS

VI.H. STUDENT RECORDS

VI.H.1. Student Records
The College will comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) when collecting, maintaining, and releasing student records. Students have rights regarding their records.

(a) The right to inspect and review their education records within 45 days of the College’s receipt of a written request for access.

(b) The right to request amendment of the student’s education records if the student believes the records are inaccurate, misleading, or violate the student’s privacy rights.

(c) The right to provide written consent before the College discloses personally identifiable information from the student’s education records, except to the extent that FERPA authorizes disclosure without consent.

(d) The right to file a complaint with the Family Policy Compliance Office, U.S. Department of Education, concerning alleged failures by the College to comply with the requirements of FERPA.

Directory Information. The College collects directory information regarding each student. Directory information includes the student’s name, classification, full or part-time enrollment, program of study, dates of enrollment, degrees and certificates received, and awards and honors received. The College may release directory information without the student’s consent unless the student requests that the College not release directory information. A student may make such a request to the Office of Student Records or by updating their MyLoneStar settings.

Limited Directory Information. The College also collects the student’s address, telephone number, and email, which the College classifies as Limited Directory Information. Only College Partner Organizations can request a student’s Limited Directory Information. The College may release Limited Directory Information to College Partner Organizations without the student’s consent unless the student requests that the College not release this Limited Directory Information. A student may make such a request to the Office of Student Records or by updating their MyLoneStar settings. The Associate Vice Chancellor of Analytics and Institutional Reporting maintains an updated list of approved College Partner Organizations.
Request: Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section I. Governance (FIRST READING)

Chancellor’s Recommendation: That the Board of Trustees review a revision to the College’s Board Policy Manual Section I. Governance which covers College policies related to College Governance, namely: the College’s legal status, foundational principles and administrative organization; the powers, duties, responsibilities, and organization of the Board of Trustees; Board meetings; and Trustee elections and service.

Rationale: It has been several years since most of Section I. Governance was revised, and several policy matters needed to be revisited and, as necessary, revised or reaffirmed. During the revision process, it became apparent that the current version of Section I. Governance is over-inclusive, containing many long quotations of applicable statutes and repeating several policy statements. The revised version of Section I. Governance streamlines and condenses the section for readability and utility, reducing the total page count from 66 to 32 while retaining all essential policy statements and adding new important policy statements related to College governance and the Board of Trustees. The Board Policy Review Committee also recommends adoption of this proposed revised section.

Fiscal Impact: None

Resource: Mario K. Castillo 832-813-6655
SECTION I – GOVERNANCE

I.A. THE COLLEGE’S LEGAL STATUS

I.A.1.1. College Legal Name and Status
Lone Star College’s legal name is “Lone Star College System District”—abbreviated in this document to “College”.

The College exists under the Texas Constitution and Education Code. The College was legally established on October 7, 1972, as a public junior college district and classified as a union junior college. The College is an institution of higher education under Texas law.

I.A.1.2. Definitions

(a) Service Area means (i) the territory within the boundaries of the taxing district of a junior college district; and (ii) the territory outside the boundaries of the taxing district of a junior college district in which the junior college district provides services (courses and programs described in Sections 130.0011 and 130.003(e), Education Code).

(b) College means, when capitalized, the Lone Star College System District. When not capitalized (i.e., “college”), it means one or more of the member-colleges constituting the Lone Star College System District.

I.A.1.3. College Service Area and Taxing Boundaries
The College’s Service Area includes the territory within (i) Aldine, Cleveland, Conroe, Cypress-Fairbanks, Humble, Klein, New Caney, Magnolia, Montgomery, Splendora, Spring, Tarkington, Tomball, Waller, and Willis independent school districts in Harris, Montgomery, and/or San Jacinto Counties; and (ii) Huntsville and New Waverly independent school districts in Walker County.

Aldine, Conroe, Cypress-Fairbanks, Humble, Klein, Magnolia, New Caney, Splendora, Spring, Tomball, and Willis independent school districts are within the College’s taxing boundaries. Cleveland, Huntsville, Montgomery, New Waverly, Tarkington, and Waller independent school districts are outside the College’s taxing boundaries.

I.A.1.4. College Boundaries and New Campuses or College Districts
The College may annex territory or create a new campus or college district in accordance with state law.

I.B. THE COLLEGE’S FOUNDATIONAL PRINCIPLES

I.B.1.1. Purpose
The College is a publicly supported, two-year, comprehensive community college offering post-secondary educational opportunities in Harris, Montgomery, San Jacinto, and Walker Counties.
I.B.1.2. Vision Statement
Lone Star College is recognized globally as the premier community college for student success, innovation, and partnerships.

I.B.1.3. Mission Statement
Lone Star College provides comprehensive educational opportunities and programs to enrich lives.

I.B.1.4. Value Statements

(a) Affordable Access means the College provides an affordable and accessible educational experience meeting the diverse needs of the community.

(b) Building Communities and Partnerships means the College promotes a seamless educational journey and nurtures the community’s intellectual and cultural life.

(c) Commitment to International Education means the College embraces multiple perspectives, promotes understanding, and educates students to become contributing members of a diverse world.

(d) Communication means that the College recognizes that achieving its mission requires effective communication between internal and external constituencies.

(e) Diversity means the College provides an inclusive learning and working environment for its diverse students, faculty, administrators, and staff. The College also offers programs, services, and personnel reflecting the communities it serves.

(f) Economic and Workforce Development means the College serves as the critical link for economic and workforce development providing prosperity through partnerships with business, government, and community organizations.

(g) Environment means the College fosters dynamic learning, distinguished by academic freedom and excellence in teaching, allows citizens to develop to the full extent of their ability, to succeed in a competitive workforce, and to be effective lifelong learners.

(h) Ethics and Integrity means it is essential that College Trustees, students, and employees adhere to the highest standards of honesty and fair dealing in all College matters.

(i) Evaluation and Accountability means it is essential the College employs data-supported decision-making and regularly assesses the impact and outcomes of its efforts for continuous improvement.
(j) **Human Resources** means the College’s most important resources are the individual faculty and staff members, who are entitled to a supportive collegial work environment which rewards excellence and innovation, creates opportunities for professional development, fosters meaningful involvement in shared governance, and provides excellent compensation.

(k) **Leadership** means the College, building on a solid foundation of growth and service, is a recognized leader in the community college movement, making important contributions to the profession through partnership, innovation, scholarship, creative services, and integrated technologies.

(l) **Stewardship** means the College is committed to rigorous oversight of the resources entrusted to its care and in ensuring the community’s maximum benefit.

(m) **Technology** means the College believes technology is a critical resource in supporting and achieving the College’s instructional, operational, and strategic goals.

I.B.1.5. Biennial Review
Every two years, the College’s Board of Trustees may review and, if necessary, revise the Vision Statement, Mission Statement, and Value Statements to ensure that they accurately represent the role and scope of a comprehensive public community college district and respond to the changing needs of the College’s constituencies.

I.B.1.6. Multicultural Education
The College recognizes the increasingly diverse, multicultural nature of a democratic society consisting of age, racial, gender, ethnic, and religious groups whose cultures, values, beliefs, and lifestyles are valuable. To encourage full implementation of the College’s Value Statements, which support dynamic, diverse learning communities and accessible, quality educational programs, the Board declares the following guiding principles for the College:

(a) The College fully recognizes individual persons’ rights to learn within frameworks of multicultural experiences to maximize the development of their human potential.

(b) The College will promote and support each college’s efforts to design and implement instructional experiences and support services to cultivate a more humane, democratic, and multicultural society.

(c) The College will foster instructional and student-life environments which give students a basis to understand and appreciate all individuals’ contributions to our society.

I.B.1.7. Multi-College Philosophy
The College and its member-colleges seek to serve students’ best interests. The College’s system offices are established to help member-colleges provide student and community services and programs. Matters of curriculum, financial planning, capital investments, and binding financial agreements—including contractual appointments—are coordinated College-wide. Within Board
Policy and the Chancellor’s Procedures, member-colleges operate independently to meet the College’s mission and goals. Presidents participate fully in establishing College-wide priorities. Presidents are line officers responsible and accountable to the Chancellor for performance of their duties. The College is a single entity for accreditation and legal purposes. Decisions are made as close as possible to the point where they are carried out. College employees have the responsibility and authority necessary to fulfill their duties as contained in their job descriptions or contracts. Member-colleges and system offices establish goals and objectives consistent with, and supportive of, College-wide values and goals, as well as action plans to accomplish those goals and objectives. Member-colleges are responsible for establishing and cultivating positive community relations within their service areas. Resources are allocated to achieve optimal quality levels for all College programs.

I.B.1.8. Institutional Effectiveness Plan

The College provides quality education throughout its programs and services. The College’s Board of Trustees ensures institutional effectiveness by measuring goal attainment under the College’s Value Statements.

This process is integral to the College’s administration and receives the support and consideration it demands. Each College program and administrative area maintains ongoing short- and long-range planning processes which include environmental scanning and input for effective decision making and planning. Each College department’s planning processes develop necessary goals and instructions to identify criteria for measuring success. Each College department continuously monitors and evaluates its performance and achievements. This evaluation process improves the function and the planning process itself.

The College is committed to, and complies with, the Criteria of the College Delegate Assembly, either current or as hereafter modified, consistent with policies and procedures of the Commission on Colleges of the Southern Association of Colleges and Schools.

The College understands and agrees that the Commission on Colleges may, at its discretion, make known to any agency or member of the public the nature of any action, positive or negative, regarding status with the Commission. The College agrees to disclose to the Commission on Colleges any and all such information as this Commission may require to carry out its evaluating and accrediting function.

I.B.1.9. Program Offerings

The College provides: (1) technical programs up to two years in length leading to associate degrees or certificates; (2) vocational programs leading directly to employment in skilled and semi-skilled occupations; (3) freshman and sophomore courses in arts and sciences; (4) continuing adult education programs for occupational or cultural upgrading; (5) compensatory education programs designed to fulfill the commitment of an admissions policy allowing disadvantaged students to enroll; (6) a continuing program of counseling and guidance designed to assist students in achieving their individual educational goals; (7) workforce development programs designed to meet local and statewide needs; (8) adult literacy and other basic skills programs for adults; (9) educational programs empowering individuals to work wherever opportunities arise; and
LONE STAR COLLEGE SYSTEM DISTRICT
BOARD POLICY MANUAL
Fourth Edition

(10) such other programs as may be prescribed by the Texas Higher Education Coordinating Board in the best interest of Texas post-secondary education.

I.C. THE COLLEGE’S ADMINISTRATIVE ORGANIZATION

I.C.1. Administrative Structure

I.C.1.1. Policy
The College’s Board of Trustees adopts policies to direct the College to accomplish its mission. The Chancellor is the College’s Chief Executive Officer. The Chancellor implements policies adopted by the Board and is the only employee reporting directly to the Board.

The Chancellor defines appropriate reporting lines in the College’s line-and-staff organization. The College creates and maintains councils and committee structures that foster opportunities for employees, students, and others to have input into the College’s decision making process.

I.C.1.2. Definitions

(a) **Board** means the Board of Trustees with ultimate legal authority to govern the College.

(b) **Board Policy** (or **Policy**) means written statements adopted by the Board to direct and guide the College, as found in the College’s official policy manual.

(c) **Chancellor’s Procedure** (or **Procedure**) means directions approved by the Chancellor for implementing Policy, as found in the Chancellor’s official procedure compilation maintained by the Chancellor’s designee.

(d) **Participatory Governance** means the process whereby faculty and staff have the opportunity and the responsibility to provide input, ask questions, and pose possible outcomes during the information-gathering phase of decision making.

I.C.1.3. Policies and Procedures
The Chancellor is the final authority on Procedure, but the ultimate authority in the College’s governance structure is the Board, and final decisions on governance matters always rest with the Board. When Policy and Procedure conflict, Policy always controls. When any College or office document conflicts with the Chancellor’s Procedures, the Chancellor’s Procedures always control.

I.C.1.4. Construing Policy and Procedure
The standards in the Code Construction Act, Chapter 311, Government Code, apply when construing Board Policy or the Chancellor’s Procedures. The Board has the final authority to interpret Board policy.

I.C.1.5. Participatory Governance
Participatory Governance applies to Policies and Procedures considered, formulated, and presented for adoption and support. This helps the Board and College to adequately consider issues
from all viewpoints. Participatory Governance requires College officers, faculty, and staff to
develop an environment of transparency, mutual trust, and mutual respect. The Faculty Senate
Presidents shall meet with the Chancellor to discuss issues important to faculty before each
regularly scheduled Board meeting from September to May.

I.D. BOARD POWERS, DUTIES, AND RESPONSIBILITIES

I.D.1. Board of Trustees

I.D.1.1. Policy
All authority over the College not vested by Texas law in the Texas Higher Education Coordinating
Board or in the Texas Education Agency shall be reserved and retained locally by the College or
its Board as provided by applicable law. The Board and each Trustee perform their responsibilities
and duties to the best of their collective and individual abilities.

I.D.1.2. Definitions
(a) Trustee means an individual legally chosen to serve on the Board, whose term of office has
begun and not yet ended.

I.D.1.3. Official Board Action
The Board acts only in official meetings that comply with the Texas Open Meetings Act. Each
Board decision binds the entire Board, and Trustees support the Board’s majority decisions even
when they voted against the decision.

The Board acts as a unit; therefore, Trustees exercise authority only as a group and only in Board
meetings properly announced, convened, and conducted by at least a quorum of the Board.
Nevertheless, each Trustee has legal fiduciary responsibilities in managing College funds. The
Board has final authority to adopt and interpret policies governing the College and, within limits
imposed by other legal authorities, has full control over the College.

The Board (a) systematically and comprehensively reviews and evaluates College policies to
ensure that they are current, relevant, and useful; (b) focuses on policy, not administrative matters;
(c) considers and respects minority opinions and makes decisions independent of bias for or
against any specific subset of the community; (d) has adequate input into planning meeting
agendas; and (e) ensures that recruitment and selection processes reflect well on the College and
attract excellent candidates.

I.D.1.4. General Powers and Duties
The Board, composed of lay Trustees, exercises a traditional, time-honored role—the keystone of
the College’s governance structure. The Board (a) preserves institutional independence and
manages College affairs through its chosen administrators and employees; (b) enhances the
College’s public image; (c) interprets the community to the College and interprets the College to
the community; (d) nurtures the College to achieve its full potential within its role and mission; and (e) insists on clarity in the College’s focus and mission.

The Board ensures that the College is integral to its community and serves its ever-changing needs. Trustees are accountable to the community for the College’s performance and welfare. The Board functions as a cohesive group to articulate and represent a balanced College and public interest, establish a climate for learning, and monitor the College’s effectiveness. The Board does not do the College’s work; rather, it establishes vision for the College’s work by adopting policies.

I.D.1.5. Specifically Defined Powers and Duties
Under Texas law, the Board has the following specific powers and duties (among others):

(a) The Board governs and controls the College’s establishment and management by applying applicable general law and specific laws governing public community colleges. The Board has exclusive power and duty to govern and oversee the College’s management.

(b) Within the limits of Texas law, the Board sets and collects any amount of tuition, rentals, rates, charges, and fees it considers necessary for the College’s efficient operation. It may set different tuition rates for each program, course, or course level the College offers to reflect course costs, promote efficiency, or for any other rational purpose.

(c) The Board directs the College by adopting policies.

(d) The Board adopts an annual budget with an itemized current operating budget before September 1st of every year.

(e) The Board conducts an annual audit under the approved financial reporting system.

(f) The Board submits annual reports to the Texas governor, comptroller, state treasurer, state auditor, and legislative budget board.

(g) The Board may from time to time receive bequests and gifts. Bequests and gifts must be received, if accepted, on behalf of the Lone Star College System Foundation. The Chancellor, or designee, submits reports at least quarterly to the Board documenting all bequests and gifts received.

(h) The Board may set up an endowment fund outside the state treasury in a depository it selects.

(i) The Board appoints, evaluates, and assists the Chancellor to meet performance goals.

(j) The Board appoints or employs agents, employees, and officials as it deems necessary or advisable to carry out any Board power, duty, or function. The Board employs administrative officers after the Chancellor recommends them to the Board. The Board also employs faculty members and other College employees.
(k) The Board passes resolutions or orders by an affirmative, majority vote of all Trustees present in a quorum.

(l) The Board fixes and collects rentals, rates, and charges for the occupancy, use, or availability of its property, buildings, structures, activities, operations, or facilities. The Board sets such sums, charges, and fees at its discretion.

(m) The Board acquires and holds title to real and personal property in any appropriate, lawful manner. The Board also disposes of real and personal property the College no longer needs in any appropriate, lawful manner.

(n) The Board may retain a licensed real estate broker through contract, employment, or both to help acquire or sell real property.

(o) The Board may communicate with the Texas Higher Education Coordinating Board to ensure that the Board’s positions are clear and unequivocal.

(p) The Board sets admissions standards consistent with the College’s role and mission while considering nationwide standards and the Texas Higher Education Coordinating Board.

I.D.1.6. Taxing Authority
The Board relies on county appraisal districts to appraise taxable property within the College’s taxing district, and the Board relies on county tax assessor-collectors to assess and collect ad valorem taxes the Board imposes on taxable property within the College’s taxing district. Tax assessor-collectors receive agreed compensation capped at actual costs incurred. Tax assessor-collectors and staff assessing and collecting ad valorem taxes for the College must comply with the Property Taxation Professional Certification Act.

For county appraisal districts which appraise taxable property in the College’s taxing district, the College may not enter into a contract with a member of the appraisal district’s board of directors, with a member of the appraisal district’s appraisal review board, or with a business entity in which a member of the appraisal district’s board of directors or appraisal review board has a substantial interest. In Section I.D only, an individual has a substantial interest in a business entity if (1) the combined ownership of the individual and the individual’s spouse is at least ten percent of the voting stock or shares in the business entity; or (2) the individual or the individual’s spouse, is a partner, limited partner, or officer in the business entity. In this subsection, business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or other entity recognized by law.

I.D.1.7. Individual Trustee Authority
Individual Trustees have no authority over the College, its property, or its employees. Each Trustee, in his or her official capacity as a public officer entrusted with governing and overseeing
the College’s management, has an inherent right of access to College records without specific Board authorization, under Board policies for orderly access.

An individual Trustee may act for the Board only with the Board’s official authorization. Without such express authorization, no Trustee may commit the Board on any issue. If a citizen brings a complaint to an individual Trustee, he or she shall refer the complainant to the Chancellor or designee, who shall proceed under appropriate Board Policies and Chancellor’s Procedures.

I.D.1.8. Leadership Responsibilities
The Board sets a positive tone for the entire College. The Board strives to create a positive, future-oriented climate of integrity, innovation, and excellence and works to build positive relationships with stakeholders. The Board understands and adheres to its roles and responsibilities under Board policies and applicable laws. Trustees treat one another with respect and work as a team to accomplish the Board’s work. Trustees prepare for Board meetings, avoid real or apparent conflicts of interest, and vote on behalf of the entire community. The Board accommodates different opinions when debating issues and bases decisions on all available situational facts. The Board considers its actions’ political ramifications and stands up for what it believes is right for students and the community.

I.D.1.9. Represent the Common Good
The Board represents a balance between the College and the public. The Board balances and integrates the community’s interests and needs into policies benefitting the common good and the College’s future. Trustees learn as much as they can about communities they serve by being aware of community issues and by studying demographic, economic, and social trends. Because the Board protects the public interest and represents the community’s voice, Trustees understand what benefits the College confers on the community, know about community and regional needs and expectations, purposefully involve community discussion on issues that impact the community, and maintain good relationships with other community leaders. The Board encourages active cooperation with citizens, organizations, and the media and assists the Chancellor to develop appropriate educational partnerships with community agencies, businesses, and local government.

I.D.1.10. Set Policy Direction
The Board adopts policies to direct and guide the College’s Chancellor and other officers. Board policies define and uphold a vision and mission reflecting student and community expectations. Trustees think strategically, concentrate on priority items, and focus on the community’s future learning needs. Trustees engage in creative, thoughtful discussions as they plan for the future and envision what they want for the College and community. Policies set standards for quality, ethics, and prudence in College operations.
Except where prohibited by law, the Board’s policy-making process is public and transparent. The Board, through the Chancellor, seeks input from faculty, staff, students, and the public in developing new policies or amendments to existing policies. The Chancellor, a college president, a Trustee, faculty, employees, or citizens may initiate policy amendments, but the Chancellor typically recommends policy amendments to the Board.


No Board Policy or Chancellor’s Procedure remains operative if it conflicts with applicable state or federal law as determined by the Office of the General Counsel, the Chancellor, or the Board of Trustees.

I.D.1.11. Employ, Evaluate, and Support the Chancellor

The Board appoints the College’s Chancellor for a term of not more than three years. The Chancellor has an employment contract with the College through the Board. Names of applicants for Chancellor are not public information, but the Board must publicly disclose the finalists’ names at least 21 days before selecting a Chancellor.

The Chancellor is the College’s Chief Executive Officer. The Chancellor implements the Board’s policies and directives. The Chancellor oversees College operations. The Chancellor is the spokesperson for the College’s administration with the Board. The Chancellor recommends faculty and personnel employment contracts to the Board. The Chancellor or a designee compiles reports for the Board, the Texas Legislature, the Texas Higher Education Coordinating Board, the Legislative Budget Board, and the Governor’s Office of Budget and Planning.

Successful governance requires a good relationship between the Board and the Chancellor. The Chancellor is the most influential person in establishing the College as the country’s premier community college system. Therefore, selecting, evaluating, and supporting the Chancellor are among the Board’s most important tasks. The Chancellor and Board function best as a partnership. The Chancellor implements Board Policy through the Chancellor’s Procedures, while the Board depends on the Chancellor for guidance and educational leadership. This relationship works best with clear, mutually agreed-upon expectations and role descriptions. The partnership thrives on open communication, confidence, trust, and support.

The Chancellor has limited emergency authority to act even when that action would normally be within the Board’s authority. The Chancellor’s emergency authority is limited to (1) urgent or immediate occurrences not covered by existing policies; (2) situations in which the College must initiate or defend legal action to preserve the College’s legal rights; (3) actions to protect the health, safety, or welfare of students, employees, or community members from immediate peril; or (4) to protect the College’s property or financial interests. The Chancellor promptly informs the Board of any actions taken under this subsection. The Board reviews and approves these actions at its discretion.
The Board annually evaluates the Chancellor. This evaluation is conducted during a closed session with every Trustee invited to participate. The Board’s evaluation is an overall Board assessment, not a collection of individual Trustees’ assessments. The Board clarifies the Chancellor’s role to the Chancellor during the evaluation. The Chair also clarifies to Trustees the Chancellor’s role according to the College’s written criteria, the Chancellor’s job description, and the College’s current goals and objectives. The evaluation aims to develop and sustain harmony between the Board and the Chancellor.

The Chancellor’s written employment contract states the Chancellor’s employment terms and salary. The Board Chair signs the Chancellor’s employment contract. The Chancellor’s employment contract is annually reviewed while developing the College’s budget. It may be reviewed or extended at the same time as other College contractual employees or at any other time.

1. **Property Interest.** An employment contract executed with the College creates a property interest in the position only for the period of time stated in the contract. An employment contract creates no property interest of any kind beyond the period of time stated in the contract.

2. **Non-renewal.** The Board may decide by vote or by its inaction to refuse the Chancellor further employment with the College beyond the term of the current employment contract for any reason or no reason at all.

3. **Resignation.** The Chancellor may resign at any time.

4. **Dismissal.** The Board may dismiss the Chancellor for good cause before the Chancellor’s current employment contract expires. The Board will give the Chancellor reasonable written notice regarding the proposed action and grounds. The Board will set out in sufficient detail its reasons to allow the Chancellor an opportunity to rebut the Board’s rationale.

5. **Hearing.** Within five working days after receipt of the dismissal notice, the Chancellor may request the Board provide the Chancellor with a hearing. The Board may take action to suspend the Chancellor, with pay, pending the dismissal hearing’s outcome. After the Board suspends the Chancellor, the Board may appoint an acting Chancellor. The hearing shall be set on a date that affords the Chancellor reasonable time to prepare an adequate defense. The Board may conduct the hearing in open session or closed session unless the Chancellor requests a public hearing. If the Chancellor does not request a hearing, the Board shall take action to terminate the Chancellor’s employment with the College.

The Chancellor may be represented by counsel at the hearing before the Board. The Chancellor has the right to hear the evidence on which the charges are based, to cross-examine all adverse witnesses, and to present evidence to support the Chancellor’s
The Board shall render its decision to proceed with the Chancellor’s contract termination, or to reverse the proposed dismissal action, in writing. The Board will inform the Chancellor of its final decision within 15 working days of the hearing. The Board’s decision on dismissal of the Chancellor shall be final.

I.D.1.12. Monitor Performance
The Board holds the Chancellor responsible for the College’s mission, educational programs’ effectiveness, student success, the College’s community influence, the College’s accreditation process, state and federal accountability requirements and reports, and implementing all Board policies. The Board adopts the College’s broad goals as policy, then monitors progress made toward those goals through periodic reports or other methods. The Board also monitors adherence to policies for programs, personnel, and fiscal and asset management. The Board receives periodic reports from college officers and reviews reports by or for external agencies, such as reports for accreditation, audit, and state and federal accountability. All monitoring processes culminate in the Board evaluating the Chancellor as the College’s leader. The Board defines evaluation criteria well before reports are required so the Chancellor and staff clearly understand what is expected.

The Board seeks to understand the College’s educational programs and services and closely monitors the College’s fiscal condition. The Board establishes parameters for the College’s budget planning, including long-range fiscal planning, and the Board understands the budget document and reconciles budget priorities with the College’s mission, values, and goals. Board policies guide facilities maintenance and appearance protocols, safety and security protocols, and asset investment and management. The Board insists that fiscal management practices meet audit standards.

The Board has a crucial public responsibility to watch over College funds. To continually preserve the College’s financial integrity, the Board pledges to vigilantly supervise College funds, including each Trustee’s reasonable use of funds for College matters. No intrusion upon this commitment will be tolerated.

I.D.1.13. Advocates for the College
Trustees advocate for and protect the College. They promote the College in the community and seek support for the College from local, state, and national policymakers. They protect the College’s ability to fulfill its mission and promise to its communities. Trustees (1) know the College’s history, mission, and values; (2) recognize the College’s accomplishments; (3) actively support the College’s mission and values; (4) speak positively about the College in the community; (5) play leadership roles in the local community; (6) participate in community activities as College representatives; (7) educate the community about the College’s needs and issues; (8) know relevant state laws and regulations; (9) know state and national educational policy issues; (10) advocate for College interests to state and national personnel and legislators; (11) actively seek political and civic support for the College; (12) work to secure adequate public funding;
(13) actively support the College’s foundation and fundraising efforts; (14) understand and protect the faculty’s and administrative academic freedom; and (15) support community college trustee associations.

I.D.1.14. Board Goals & Evaluations
The Board self-evaluates annually. The Board’s self-evaluations provide useful information on its performance and guide the Board’s goals for the next year. The self-evaluation metrics are completely the Board’s prerogative.

I.E. BOARD ORGANIZATION

I.E.1.1. Policy
The Board is organized under Texas law to most effectively exercise its power and authority to accomplish its responsibilities and duties.

I.E.1.2. Definitions

(a) **Board Chair** means a Trustee who presides at the Board’s regular and special meetings, signs all contracts duly authorized by Board policy, and appoints all committees not otherwise provided for, of which the Chair and Chancellor are each ex-officio members. The Chair is the only person authorized to speak for the Board, except when the Chair delegates this authority. The Chair has the right and power to speak and vote on all matters before the Board. Additionally, the Chair has the authority to prepare agendas for Board meetings and performs such other duties as the Board and Texas law allow.

(b) **Board Vice-Chair** means a Trustee who, when the Chair is absent, presides and temporarily has same powers and duties as the Chair would have if the Chair were present.

(c) **Board Secretary** means a Trustee who keeps the Board’s official seal and maintains records of all Board meetings, correspondence, and other official actions.

(d) **Board Assistant Secretary** means a Trustee who, when the Secretary is absent, temporarily assumes the Secretary’s duties.

I.E.1.3. Elect Board Officers
The Board elects its officers by majority vote at its first regular Board Meeting following the regular election of Trustees in even-numbered years. The Board may elect officers at any time to fill a vacancy. The Board may also reorganize officers at other times at its discretion. The Board elects a Board Chair, Board Vice-Chair, Board Secretary, Assistant Board Secretary, and other officers at its discretion.

I.E.1.4. Appoint Board Committees
The Board may create committees to aid the Board. The Open Meetings Act does not apply when fewer than five Trustees meet. The Board gives committees clear, appropriate responsibilities.
Committees serve a purely advisory function and do not act for the Board; rather, they submit recommendations for action to the Board.

(a) **Ad Hoc Committee.** The Board or Board Chair may create ad hoc committees to handle special assignments. The Board Chair appoints members to such committees. The Board or Board Chair dissolves ad hoc committees that have completed their assignments.

(b) **Audit Committee.** The Board Chair appointed after the biennial reorganization appoints three Trustees to the Audit Committee for a two-year term coinciding with the Board’s biennial reorganization. The Audit Committee assists with hiring external auditors by obtaining and evaluating proposals from prospective external auditors at least every five years and confirming market pricing for external auditors every two years. The Audit Committee reviews the proposed auditor’s (a) reputation; (b) recent or current clients; (c) familiarity with higher education institutions; (d) contract term costs; (e) primary office location; and (f) other relevant information. The Audit Committee personally interviews the top three auditor candidates after completing evaluations. The Audit Committee recommends an auditor to the Board. The Audit Committee reviews and annually recommends an engagement letter to the Board. The engagement letter sets out the audit’s scope and maximum fee.

The Audit Committee works with the College’s Chief Financial Officer on the annual external audit engagement. The Audit Committee meets at least a week before the regular board meeting with scheduled action on the annual audit report. External auditors, the Executive Director of Internal Audits, and the College’s Chief Financial Officer attend the Audit Committee’s meetings as invited. The Audit Committee recommends action on the annual audit report to the Board, which acts on the recommendation before December 31.

The Chancellor timely informs the Audit Committee after finding malfeasance via any audit. The Chancellor also informs the Audit Committee about future or current corrective actions. The Audit Committee annually reviews a summary status report prepared by the Executive Director of Internal Audit and approved by the Chancellor.

**I.F. BOARD MEETINGS**

**I.F.1. Policy**

The Board exercises its power and authority to accomplish its responsibilities and duties through Board Meetings. Board Meetings allow the Board to transparently deliberate, take official action, and communicate with the College and community. Board Meetings strictly comply with the Texas Open Meetings Act.

**I.F.1.2. Definitions**

(a) **Agenda** means a list of subjects to be considered and possibly acted on at a Board Meeting.

(b) **Board Meeting** means Deliberation by a Board quorum, by itself or with another person, during which public business or public policy over which the Board has supervision or control
is discussed or considered or during which the Board takes formal action. A meeting also
includes a gathering that is conducted by the Board or for which the Board is responsible at
which a quorum of members of the Board is present that has been called by the Board and at
which the Board members receive information from, give information to, ask questions of, or
receive questions from any third person, including an employee, about the public business or
public policy over which the Board has supervision or control. Board Meetings do not include
events where a Board quorum results from individual Trustee attendance at a social,
ceremonial, press, or other event. They also do not include simultaneous Trustee attendance at
a regional, state, or national convention or workshop.

(c) **Closed Session** means a limited Board Meeting not open to the public, permitted in limited
circumstances by the Texas Open Meetings Act.

(d) **Deliberation** means a verbal exchange during a Board Meeting concerning an issue within the
Board’s jurisdiction or any public business.

(e) **Deaf or Hearing-Impaired** means having a hearing impairment, even with a speech
impairment, which inhibits understanding a proceeding or inhibits speaking with others.

(f) **Emergency** means that immediate action is required because of an imminent threat to public
health and safety or a reasonably unforeseeable situation. It also includes the sudden relocation
of a large number of residents from a declared disaster area to the College’s taxing boundaries.

I.F.1.3. Notice
The Board notifies the public of the date, hour, place, and subject(s) of each Board Meeting. The
Chancellor or designee posts written notice of each Board Meeting on a bulletin board in The
Woodlands Leadership Building and on the College’s public website at least 72 hours before the
Board Meeting is scheduled to begin. Each notice includes an Agenda for the Board Meeting. The
Chancellor prepares the Agenda for each Board Meeting with the Board Chair’s advice and
consent. Any Trustee may place an item on the Agenda.

The Board may recess a Board Meeting to the following business day without posting a new notice
if this action is done in good faith and not to circumvent the Texas Open Meetings Act, but the
Board must post notice if it continues a reconvened Board Meeting to a third business day.

Notice of Emergency Board Meetings or Agenda items is provided as required by the Texas Open
Meetings Act.

The College gives Trustees notice and Agendas of regular and special Board Meetings at least one
week in advance, or at least two hours before an Emergency Board Meeting.

I.F.1.4. Time and Place
The Board determines when and where it holds regular and special Board Meetings. Board
Meetings are held in the Board Room of the Training and Development Center at 5000 Research
Forest Drive, The Woodlands, Texas, 77381 unless otherwise noticed. Board Meetings are usually held on every month’s first Thursday at 6:00 p.m., except in January and July when no regular Board Meetings are scheduled. The Board may decide to meet at a different time, date, or place as long as proper notice is given under the Texas Open Meetings Act.

A budget workshop replaces the regular Board Meeting in July. The Board Chair calls special Board Meetings at his or her discretion or upon the request of three or more Trustees.

I.F.1.5. Board Meeting Procedures
Every Board Meeting is open to the public, except for Closed Sessions as provided by law. The Board does not guarantee a seat for everyone attending a Board Meeting, but some seats may be reserved for the media, staff, and individuals having business before the Board. Except for current Texas peace officers, a person may not carry a firearm openly or concealed at a Board Meeting.

The Board has nine Trustees. Regardless of any vacancies, five Trustees constitute a quorum for Board Meetings. A Board Meeting may not be convened without a quorum. Board Meetings are called to order by the presiding officer—the Board Chair, or the Board Vice-Chair in the Board Chair’s absence. If both the Board Chair and Board Vice-Chair are absent at a Board Meeting, the Trustee with the longest continuous service as a Trustee shall serve as the presiding officer.

The Board acts by adopting or passing resolutions or orders. Any official Board action requires five affirmative votes. The Board votes during open session only. Board Meeting minutes record which Trustee moved and which Trustee seconded the motion. The Board adopts such rules, regulations, and bylaws as it deems advisable. The Board observes the parliamentary procedures in Robert’s Rules of Order, Newly Revised. Robert’s Rules of Order do not override the Board’s policies and procedures. The Board may suspend procedural rules at any Board Meeting by majority vote.

At any given Board Meeting, the Board may only deliberate and/or act on subjects in that Board Meeting’s Agenda. The Board may not respond to citizens’ questions or comments on subjects not noticed in the Agenda. The Board can only respond by citing existing policies or factual information. For subjects not in the Agenda, deliberation and action is limited to placing the subject on a subsequent Board Meeting’s Agenda.

Deliberation is addressed to the Board Chair and then to the entire Board. Discussion is limited to the business currently under deliberation. The Board Chair halts discussion that does not apply to the business before the Board. The Board Chair also halts discussion if the Board has agreed to limit an item’s discussion and that time limit has expired. The Chair does not otherwise interrupt so long as Trustees wish to deliberate an item.

The Board does not allow the following at Board Meetings: personal attacks on a named person or a particular position; name calling; profanity; rude, demeaning, or slanderous remarks; loud or raucous behavior; obscene gestures; accusation of criminal behavior; use of signs and placards;
and other disruptive conduct. It is also a crime to substantially obstruct or interfere with a Board Meeting by physical action or verbal utterance with intent to prevent or disrupt it.

The Board and the Chancellor recognize the importance of shared governance and the role of the College’s Faculty Senate Presidents. Faculty Senate Presidents attend all regular Board Meetings and have a standing place on the Agenda to make reports and announcements. They designate one of themselves on a rotating basis as an official faculty representative to make reports and announcements directly to the Board and to provide the Board with a faculty perspective on matters before the Board. The Chancellor remains the chief spokesperson to the Board for faculty, staff, and students. The Board expects that concerns brought to the Board’s attention by the faculty’s representative will have been previously presented to the Chancellor. The Board Chair may call upon the faculty representative during Board Meetings for comments as appropriate.

The Board may consult with its lawyer via teleconference or videoconference. The consultation may occur through an open or closed session as the law allows. Any public consultation by the Board with its attorney must be audible at the physical location specified in the notice as the meeting place.

I.F.1.6. Public Participation
Citizens may address the Board immediately before the Board considers the Consent Agenda if they have registered to speak. Each citizen may speak for up to five minutes, but citizens’ total time is limited to 30 minutes. Groups speaking about an Agenda item appoint a spokesperson. Citizens may register to address the Board (1) online 24 hours before the Board Meeting; or (2) in person by submitting a completed registration form to the Chancellor’s Chief of Staff no later than five minutes before the Board Meeting begins. The Board may allow an individual to testify at a Board Meeting from a remote location by videoconference call.

Policies exist for virtually every employee or student complaint. The Board encourages employees and students to follow appropriate channels before seeking to address the Board. Nothing in this section prohibits any citizen from using the citizen participation process.

The Board provides interpreters in Board proceedings where a party’s legal rights, duties, or privileges are at issue. Upon advance request, the Board supplies a party who is Deaf or Hearing-Impaired with an interpreter licensed by the Texas Commission for the Deaf and Hard of Hearing.

For any regular Board Meeting requiring notice under the Texas Open Meetings Act, the Board:

1. Posts on the College’s public website as early as practical before the Board Meeting—at the same time as it posts public notice of the meeting if possible—any written materials the College provides the Board for use during the Board Meeting. This requirement does not apply to materials provided by the College’s General Counsel or other lawyers retained by the Board or the College;
2. Broadcasts the Board Meeting, other than any closed sessions, over the Internet in the manner prescribed by Section 551.128, Government Code; and

3. Records the broadcast and makes that recording publicly available in an online archive located on the College’s public website.

The Board is not required to broadcast over the Internet if something outside the Board’s control makes broadcasting impossible. The Board broadcasts Board Meetings on the College’s website.

Any person may record a Board Meeting—except for a Closed Session—via audio recorder, video camera, or any other means of aural or visual reproduction. The Board may adopt reasonable rules to maintain order at a meeting, including rules related to the location of recording equipment and the manner in which the recording is conducted. Citizens wishing to record a Board Meeting must follow the following requirements:

1. The person shall notify the Chancellor’s Office before the Board Meeting, and recording equipment must be assembled and in place at least 30 minutes before the Board Meeting.

2. Recordings will not interfere with Board Meetings in any way. Board Meetings cannot accommodate anyone’s camera angle or recording.

3. The presiding officer may stop the audio or visual recording if it disrupts or interferes with the Board Meeting in any way.

4. Individuals desiring to make recordings with special microphone or lighting arrangements must inform the Chancellor’s Office before the Board Meeting. No strobes, flash lighting, or other bright lights are allowed unless the Chancellor and the Board Chair approve before the Board Meeting.

Individuals using video cameras to record Board Meetings should sit or stand behind the general audience. Individuals that set up stationary equipment must wait for a meeting recess or adjournment before removing it. The public may not record any Closed Session.

I.F.1.7. Closed Sessions
All Board Meeting notices provide for a Closed Session as provided by law. The Board may conduct a Closed Session for any lawful purpose under the Texas Open Meetings Act. No Trustee knowingly participates in, calls for, or organizes any Closed Session except as permitted by law.

The Board may not enter into a Closed Session unless a Board quorum first convenes in an open meeting for which proper notice has been given. During the open meeting, the Board Chair must announce a Closed Session and identify the statute allowing the Closed Session. The Board reconvenes the open meeting after a Closed Session before meeting adjournment.
The Board may not vote or take action in Closed Session; votes and actions on matters deliberated in Closed Session must occur in an open Board Meeting for which proper notice has been given.

Except for private consultations with an attorney advising the College, the Board keeps a certified agenda or makes an audio recording of each Closed Session’s proceedings. Each Trustee ensures that a certified agenda or a recording is being made. The certified agenda must include a statement of the subject matter of each deliberation, a record of any further action taken, and an announcement by the Board Chair at the beginning and end of the Closed Session, indicating the date and time.

The Board Chair or designee certifies that a certified agenda is a true and correct record of the proceedings. If an audio recording is made, it must include announcements by the Board Chair at the beginning and end of the meeting, indicating the date and time.

The Board preserves the certified agenda or audio recording of a closed meeting for at least two years after the date of the meeting. The Board preserves certified agenda and audio recordings during pending legal actions. A certified agenda or audio recording of a closed session is confidential. It is available for public inspection and copying only under a court order issued in Texas Open Meetings Act litigation.

I.F.1.8. Board Meeting Records
The Board approves written minutes of Board Meetings by majority vote. The Board Chair and Board Secretary sign all approved minutes. Approved Board minutes are a legal record of all official Board actions.

The Board keeps minutes of and records each Board Meeting. The minutes state the subject matter of each deliberation and indicate each vote, order, decision, or other action taken. Minutes and recordings of Board Meetings are public records and are available for public inspection and copying upon submitting a Public Information Act request to the Chancellor or designee. The Board’s official minutes are kept in the Chancellor’s Office and are available for review during regular office hours.

I.F.1.9. Trustee Teleconferencing
Trustees may participate in Board Meetings by teleconference if a quorum of the Board is physically present where Board Meetings are usually held. Each part of the open teleconference must be audible to the public where the quorum is physically present. Such Board Meetings are recorded, and the recording is a public record. The entire teleconference must allow two-way communication, and each speaker at the Board Meeting identifies himself or herself before speaking. Even if participating by teleconference, a Trustee not physically present at a Board Meeting is considered absent for purposes of removal for chronic unexcused absences. Identical notice requirements apply to Board Meetings by teleconference. The notice specifies the Board Meeting’s physical location.
I.F.1.10. Videoconference Meetings
The Board may meet by videoconference, provided all requirements of Section 551.127, Government Code (or any successor section) are met.

I.G. TRUSTEE STANDARDS

I.G.1.1. Standards Enumerated
Each Trustee strives to meet the following standards:

(a) Trustees attend as many regularly scheduled Board Meetings as possible and know the issues to be considered at those meetings.

(b) Trustees work together to adopt effective Board policies.

(c) Trustees recognize that policy should be adopted only after full discussion at publicly held Board meetings.

(d) Trustees base decisions on available facts and independent judgment and refuse to surrender that judgment to individuals or special interest groups.

(e) Trustees encourage free expression of opinion by all Trustees and encourage communication between the Board and students, staff, and all community stakeholders.

(f) Trustees relay to each other and the Chancellor public reaction to Board policies and College programs.

(g) Trustees learn current educational issues through individual study and through participation in informational programs. Such programs include those sponsored by the American Association of Community Colleges and the Association of Community College Trustees.

(h) Trustees support employing the best qualified people as College employees and insist on regular, impartial staff evaluations.

(i) Trustees avoid conflicts of interest and do not use their offices for personal or partisan gain.

(j) Trustees take no private action that will compromise the Board or administration and keep privileged information confidential.

(k) Trustees’ first and greatest concern is College students’ educational welfare.

I.G.1.2. Definitions

(a) Abuse of Office occurs when a Trustee, with intent to obtain a benefit or with intent to harm another, intentionally or knowingly violates a Law Relating to the Office or misuses anything
of value, belonging to the College, that has come into the Trustee’s custody by virtue of his or her office.

(b) **Bribery** occurs when a Public Servant intentionally or knowingly offers, confers, agrees to confer, solicits, accepts, or agrees to accept a benefit as (1) consideration for the public servant’s decision, opinion, recommendation, vote, or other exercise of official discretion; (2) consideration for a violation of a duty imposed on the public servant by law; or (3) that is a political contribution as defined by Title 15, Election Code, or an expenditure made and reported as a lobbying expense in accordance with Chapter 305, Government Code, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion, if such exercise of official discretion would not have been taken or withheld but for the benefit.

(c) **Benefit** means anything reasonably regarded as pecuniary gain or pecuniary advantage to any person in whose welfare the Trustee has a direct and substantial interest.

(d) **Close Relative** means an individual related by blood (consanguinity) within the third degree, or by marriage (affinity) within the second degree.

(e) **Incompatibility of Office** occurs when a Trustee occupies two legally incompatible offices. Offices are legally incompatible when the faithful and independent exercise of one would necessarily interfere with the faithful and independent exercise of the other. A person may not serve in one branch of government while exercising any powers properly attached to either of the other branches of government.

(f) **Law Relating to the Office** means a law that specifically applies to a person acting in the capacity of a Public Servant and that directly or indirectly imposes a duty on the public servant or governs the conduct of the Public Servant.

(g) **Prohibited Bank Relations** occur when a Trustee who is a stock holder, officer, director, or employee of a bank that has bid to become a depository for the College votes on the awarding of a depository contract to that bank. If a Trustee has a substantial interest in a bank with which the College is considering entering into a loan or other transaction besides a depository contract, the Trustee must comply with the affidavit of abstention requirements outlined in this policy.

(h) **Public Servant** means a person elected, selected, appointed, employed, or otherwise designated as an officer, employee, or agent of government; or a candidate for nomination or election to public office.

In Section I.G. only:

(i) **Business entity** means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.
(j) **Officer** means a Trustee, the Chancellor, or any College agent or employee who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

(k) **Substantial interest** in a business entity means (1) a person owns at least 10% of the voting stock or shares of the business entity; (2) a person owns either 10% or $15,000 of the business entity’s fair market value; (3) a person received in excess of 10% of his or her gross income over the previous year from the business entity. Substantial interest in real property means a person has equitable or legal ownership in the property has a fair market value of $2,500 or more.

I.G.1.3. Ethical Standards
Trustees maintain the highest ethical standards and abide by Board ethics and conflict-of-interest policies. Trustees serve in a fiduciary capacity and conduct all matters with this standard in mind. A Trustee is loyal to the entire College rather than to any part or constituency within the College or community. Trustees do not request or demand action that violates any law, Board Policy, or Chancellor’s Procedure. As fiduciaries, and subject to Texas law on the use or misuse of official College information, Trustees maintain strict confidentiality of information (1) presented and discussed during any Closed Board Meeting or during any Board Committee Meeting; (2) proprietary to the College; or (3) about the College not within the public domain. Any Trustee’s disclosure or misuse of this information may be considered Official Misconduct or Abuse of Office, subjecting the Trustee to removal from office and criminal prosecution.

I.G.1.4. Conflict-of-Interest Abstention
The College may contract with a business entity in which a Trustee has a substantial interest only if the Trustee follows the disclosure and abstention procedure set out in this section.

If a Trustee or a Trustee’s relative in the first degree by either affinity or consanguinity has a substantial interest in a business entity or in real property, then before a vote or decision on any matter involving the business entity or the real property, the Trustee shall file an affidavit with the Board Secretary stating the nature and extent of the interest and shall abstain from further participation in the matter if (1) in the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity distinguishable from the effect on the public; or (2) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the property’s value, distinguishable from its effect on the public.

The Board shall take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a Trustee has a substantial interest. The affected Trustee shall not participate in that separate vote, but may vote on a final budget if the Trustee filed the affidavit and the matter in which he or she is concerned has been resolved. Despite the foregoing, a Trustee may vote if a majority of all Trustees are required to file affidavits of similar interests on the official action.
I.G.1.5. Disclosure Statements
Officers shall file disclosure statements concerning a College vendor or potential vendor as required by Chapter 176, Local Government Code. Trustees or candidates for Trustee positions with a legal or equitable interest in any property to be acquired with public funds shall file disclosure statements required by Chapter 553, Government Code. The College shall provide access on the College’s website to all filed disclosure statements and questionnaires. These disclosure statements are separate from and may be required in addition to or instead of the substantial interest affidavit referenced above. Special requirements exist when federal funds are involved.

I.G.1.6. Prohibited Actions
Trustees are Public Servants of the College and the State of Texas. The following practices are strictly prohibited: Bribery, Abuse of Office, Prohibited Bank Relations, and Incompatibility of Office. Furthermore, a Trustee may not act as surety (1) for a business entity with a contract, work, or business with the College; or (2) on any official bond required of any College officer.

Trustees exercise discretion for contracts, purchases, payments, claims, and other pecuniary transactions involving the College. Trustees may not solicit, accept, or agree to accept any benefit from a person the Trustee knows is interested in or likely to become interested in any such College transactions. A Trustee who receives an unsolicited benefit that he or she is prohibited from accepting may donate the benefit to the Lone Star College System Foundation.

The College and Board do not employ Trustees’ Close Relatives, nor do they hire Trustees’ Close Relatives as independent contractors for personal services. The College may not employ a former Trustee until the first anniversary of the date the Trustee’s membership on the Board ends.

I.H. TRUSTEES

I.H.1. Trustee Qualifications and Benefits

I.H.1.1. Policy
Trustees honor the responsibilities delegated to them by voters and receive reasonable support to perform their responsibilities.

I.H.1.2. Definitions

(a) Mentally Incapacitated means finally adjudged by a probate court to be totally mentally incapacitated or partially mentally incapacitated without the right to vote.

(b) Residence means legal domicile—one’s home and fixed place of habitation to which one intends to return after any temporary absence.
I.H.1.3. Qualifications
Trustees must be U.S. citizens; be 18 years of age or older on their first day in office, whether by appointment or election; have resided continuously in Texas for 12 months; have resided in the territory from which the office is elected for six months; and reside in and be registered to vote in the trustee district in which they seek to serve. A Mentally Incapacitated person may not serve as Trustee. Trustees cannot be convicted felons unless they have been pardoned or otherwise released from resulting disabilities.

I.H.1.4. Pay, Expenses, and Benefits
Trustees serve without pay, but the Board may authorize Trustees to be reimbursed for actual expenses incurred while performing their duties, which include attending Board-approved conferences. Trustees only request reimbursement for reasonable expenses. Records of reimbursed Trustee expenses are public information. The College pays for coach fare for Trustees traveling by air on College business. The College also pays reasonable Trustee expenses for lodging, meals, and transportation when the Trustee is out of town on College business. The Board allocates funds for Trustee travel expense reimbursement every fiscal year.

The College reimburses Trustees after they submit detailed expense records to the Chancellor who then submits them to the College’s business office. The Board may designate a committee to review Trustee expense records. The College shall not reimburse travel or other expenses for a Trustee’s spouse or any other person traveling with the Trustee, except for group meals that constitute an official function. All registration fees, travel arrangements, and hotel reservations for such meetings will be made through the Office of the Chancellor as appropriate.

Trustees whose service began before August 31, 2003, may be eligible for health and life insurance benefits as permitted by law. For such Trustees, the Board may choose to have the College pay part or all of the contributions that the State of Texas would pay for similar coverage of other participants in the group benefits program.

I.H.1.5. Trustee Tuition Waivers
Current Trustees and former Trustees who served at least a full six-year term receive the same tuition waiver granted to full-time employees.

I.H.2. Trustee Elections and Appointments

I.H.2.1. Policy
Trustees are elected or appointed as provided by law. The College strives to comply with all applicable laws related to elections and appointments.

I.H.2.2. Definitions

(a) Application means an application form to have a name printed on an election ballot.

(b) Candidate means an individual desiring to be elected Trustee by applicable voters.
(c) **Close Relative** means an individual related by blood (consanguinity) within the third degree, or by marriage (affinity) within the second degree.

(d) **Election** means the legal process under Texas law by which voters choose individuals to serve in elected office.

(e) **Election Day** means the date on which an Election occurs.

(f) **Uniform Election Date** means the first Saturday in May in an even-numbered year or the first Tuesday after the first Monday in November, or a different date as determined by the Legislature.

I.H.2.3. Membership and Terms
The Board has nine Trustees elected from single-member districts who serve six-year terms with biennial elections. The terms of one-third of the Trustees, or as near to one-third as possible, expire each even-numbered year.

I.H.2.4. Filing Information
A Candidate may have his or her name printed on an election ballot for any position to be filled at each regular election by filing with the Board Secretary a completed Application accompanied by (1) a $200 filing fee; or (2) a petition signed by 200 registered voters residing within the College’s Service Area. An Application must be filed during business hours no later than the deadline contained in applicable law.

The Application shall include all statutorily required information, including a loyalty oath and a statement acknowledging awareness of Texas nepotism law as required by Sections 141.031 and 141.039, Election Code. The Application must also state the number of the position the Candidate seeks or the name of the incumbent board Trustee holding the position sought. The ballot shall list Candidates’ names for each position in an order chosen by lot by the Board. A Candidate cannot run for multiple positions on the Board at the same time.

I.H.2.5. Notice to Candidates
The College employs a Board Liaison. The Board appoints the Board Liaison as the appropriate official with whom to file an Application. No later than 30 days before the first day on which a candidate can file an application for a place on the ballot, the Board Liaison will post notice of the filing period dates in a public place of the Woodlands Leadership Building at 5000 Research Forest Drive, The Woodlands, Texas, 77381.

I.H.2.6. Write-In Voting and Write-In Candidates
A write-in vote may not be counted unless the written-in Candidate filed a declaration of write-in candidacy with the Board Liaison in the manner provided for write-in candidates in the general election for state or county officers. A write-in candidacy declaration must be filed no later than 74 days before the election date.
I.H.2.7. Election of Unopposed Candidate
The Board may declare each unopposed Candidate victorious through a Board Resolution if the authority responsible for having the official ballot prepared certifies to the Board in writing that a Candidate is unopposed. If the Board makes such a declaration, that election is not held. If the College is no longer holding an election, the Board’s Resolution cancelling the election must be posted on Election Day at each polling place that would have been used in the election. When a declaration is made under this section but the College holds a separate election on Election Day, ballots used at the separate election shall include the offices and names of the candidates declared elected. The offices and names of unopposed candidates shall be listed separately, after the measures or contested races in the separate election, under the heading “Unopposed Candidates Declared Elected.” These Candidates shall be grouped in the same relative order prescribed for the ballot generally. No votes are cast for or against these Candidates. A certificate of election shall be issued to each unopposed candidate in the same manner and at the same time as provided for a candidate elected at the election. The unopposed candidate must qualify for office in the same manner as provided for a candidate elected at the election.

I.H.2.8. Nepotism
A Candidate shall not take any action to influence a College employee or current Trustee regarding the appointment, reappointment, employment, confirmation, reemployment, change in status, compensation, or dismissal of a Candidate’s Close Relative.

I.H.2.9. Election Date
Trustees are elected in even-numbered years under the United States Federal Election schedule, traditionally on the first Tuesday after the first Monday in November.

I.H.2.10. Deadline to Order Elections and to Provide Notice
Elections held on a Uniform Election Date shall be ordered no later than the 78th day before Election Day. Except as provided by law, all other Elections shall be ordered no later than the 62nd day before Election Day. Notice of the Election shall be posted not later than the 21st day before Election Day on the bulletin board used for posting notices of the meetings of the Board, where it must continuously remain through Election Day. Notice of the Election shall also be published at least once, not earlier than the 30th day or later than the tenth day before Election Day, in a newspaper published within the College’s boundaries, or in a newspaper of general circulation in a county where the College is located, if none is published within the College’s boundaries. No later than the 60th day before the Election, The Board shall also deliver notice of the Election to the county clerk of each county in which the College is located. The notice shall state the nature and date of the Election, the location of each polling place, the numbers of the positions to be filled, the Candidates for each position, the hours the polls will be open, the location of each early voting place, the dates and hours for early voting, the dates and hours of any Saturday and Sunday early voting, and the early voting clerk’s official mailing address. The Board shall retain a copy of the published notice with the name of the newspaper and publication date. The Board Liaison shall make and deliver to the Board a record at the time of posting, stating the date and place of posting.
The Board shall retain a copy of all documents related to the Election for at least 22 months after Election Day.

I.H.2.11. Polling Places
The Board shall designate polling places for each Election and shall designate regular county polling places in county election precincts containing College territory for Elections on a Uniform Election Date. Each polling place shall be accessible to and usable by the elderly and persons with physical disabilities.

I.H.2.12. Voters with Disabilities
Each polling place must provide at least one voting station that complies with Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794) as amended, Title II of the Americans with Disabilities Act (ADA) (42 U.S.C. §§ 12131 et. seq.) as amended, and the requirements for accessibility under 42 U.S.C. § 15481(a)(3) as amended. That voting station must provide a practical and effective means for voters with physical disabilities to cast a secret ballot.

I.H.2.13. Bilingual Materials
Bilingual Election materials shall be used in each Election precinct situated wholly or partly in a county in which five percent or more of the inhabitants are persons of Spanish origin or descent according to the most recent federal decennial census that may be officially recognized or acted upon by the state or political subdivisions. An election precinct may apply for an exemption from the requirement to provide election materials in Spanish if official census information or other information indicates that persons of Spanish origin or descent comprise less than five percent of the precinct’s inhabitants. If the director of the census determines that a political subdivision must provide election materials in a language other than English or Spanish, the College shall provide election materials in that language in the same manner in which the political subdivision would be required to provide materials in Spanish, to the extent practicable.

The Board is subject to the provisions of the Voting Rights Act of 1965. If required by applicable law, the Board also submits any changes affecting elections to the U.S. Justice Department for preclearance. If such submission is required, the Board must implement such changes unless the Justice Department objects within 60 days after the Board submits the proposed changes.

I.H.2.15. Early Voting
The Board shall provide for early voting in Elections by personal appearance and by mail and shall designate early voting polling places as provided by law.

I.H.2.16. Canvass Returns
Except as provided below, the Board shall canvass Election returns at the time set by the presiding officer not earlier than the eighth day or later than the 11th day after Election Day.
For Elections held on the date of the general election for state and county officers, the time for the local canvass may be set not later than the 13th day after Election Day.

For Elections held on the May Uniform Election Date, the Board shall canvass the returns at the time set by the presiding officer not later than the 11th day after Election Day, and not earlier than the last of: (1) the 3rd day after Election Day; (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the Election; or (3) the date on which all timely received ballots cast from addresses outside the U.S. are counted, if a ballot to be voted by mail in the Election was provided to a person outside the United States. Two Trustees constitute a quorum for purposes of canvassing an election.

I.H.2.17. Majority Vote Required
A candidate receiving a majority of the votes cast for a Trustee position shall be declared elected. If no candidate receives a majority, then the two candidates receiving the highest number of votes shall run against each other for the position in a run-off election. The run-off election shall be held and conducted in compliance with state law.

I.H.2.18. Certificate of Election
After a canvass ends, the presiding officer shall prepare a certificate of election for each Candidate who is elected to an office for which the official result is determined by that authority’s canvass. A certificate of election must contain: (1) the Candidate’s name; (2) the office to which the Candidate is elected; (3) a statement of election to an unexpired term, if applicable; (4) the election date; (5) the signature of the officer preparing the certificate; and (6) any seal used by the officer preparing the certificate to authenticate documents that the officer executes or certifies.

The authority preparing a certificate of election shall promptly deliver it to the person for whom it is prepared, unless a recount petition is submitted. A recount petition shall delay the issuance of a certificate of election and qualification for the office involved in the recount pending completion of the recount. A candidate may not qualify for an office involved in a recount before completion of the recount. A candidate who has received a certificate of election and qualified for an office before the submission of a recount petition shall not be affected by the recount petition. A certificate of election may not be issued to a person who has been declared ineligible to be elected to the office. The presiding officer shall prepare a report of the precinct results as contained in the election register and timely submit the report to the Texas Secretary of State.

I.H.2.19. Statement of Officer and Oath of Office
New Trustees sign and file with the Secretary of State the required Statement of Officer. Before taking up the duties of a Trustee, a new Trustee takes the oath or affirmation of office and files it with the Board Chair. The oath may be administered and a certificate of the fact given by those persons authorized by law.

I.H.2.20. Redistricting
No later than the 90th day before the day of the first regular Trustee Election at which Trustees may officially recognize and act on the last preceding federal census, the Board shall redivide the
LONE STAR COLLEGE SYSTEM DISTRICT
BOARD POLICY MANUAL
Fourth Edition

College into the appropriate number of Trustee districts if census data indicates that the population of the most populous district exceeds the population of the least populous district by more than ten percent. Redivision shall be as prescribed by Section 130.0822(d)–(g), Education Code.

After each redistricting, all positions on the Board shall be filled unless the Board determines that Trustees shall be elected from the new Trustee districts as provided by Section 130.0826, Education Code. Trustees then elected shall draw lots for staggered terms as provided by Section 130.082, Education Code. The Board may provide for Trustees in office at the first election after the College is redistricted to serve for the remainder of their terms.

If the Board provides for Trustees in office to serve for the remainder of their terms, the Trustee districts established in the redistricting plan shall be filled as the Trustees’ staggered terms expire. When the Board adopts a redistricting plan, the Board shall determine from which new Trustee district the position of each Trustee in office will be filled as it becomes vacant. A Trustee shall not continue in office after a redistricting plan takes effect if the Trustee no longer resides in the district from which the Trustee was elected.

I.H.3. Trustee Vacancies and Removal from Office

I.H.3.1. Policy
Trustees who abuse or abandon their office may be removed from office. The Board may appoint qualified individuals to serve as Trustee whenever a vacancy occurs on the Board because of resignation, death, removal, or any other reason.

I.H.3.2. Definitions

(a) **Incompetency** means gross ignorance of official duties; gross carelessness in the discharge of those duties; or unfitness or inability to promptly and properly discharge official duties because of a serious physical or mental defect that did not exist at the time of the Trustee’s election.

(b) **Official Misconduct** means a Trustee’s intentional, unlawful behavior relating to official duties. The term includes an intentional or corrupt failure, refusal, or neglect of a Trustee to perform a duty imposed on the Trustee by law. The term also includes conviction of a Trustee of an offense relating to making or authorizing separate, sequential, or component purchases to avoid relevant purchasing contract requirements.

I.H.3.3. Trustee Appointment
Whenever a vacancy occurs on the Board, the remaining Trustees appoint a qualified individual to fill it. The appointed Trustee serves for the unexpired term. Any appointed Trustee must have continuously resided in Texas for 12 months and must have resided in the district for at least six months before the day of the appointment.
I.H.3.4. Trustee Resignation
A Trustee’s or Trustee-elect’s resignation must be written and signed by the Trustee or Trustee-elect and must be delivered to the Board Chair or Board Secretary to be effective. The Board may not refuse to accept a resignation. If a Trustee or Trustee-elect submits a resignation, whether for immediate effect or for some future date, a vacancy occurs on the date the Board accepts the resignation or on the eighth day after the Board receives it, whichever is earlier.

I.H.3.5. Non-Residence
A person elected to serve as a Trustee must reside in the district represented by the Trustee through the term of office. A Trustee who ceases to reside in his or her district vacates his or her office. The Board may require a Trustee to file an affidavit with the Board Chair affirming that the Trustee resides within his or her district.

I.H.3.6. Holdover Doctrine
Trustees continue to perform their duties until their successors are sworn in. Until the vacancy created by a Trustee’s resignation is filled by a successor, the Trustee continues to serve and have the duties and powers of office and continues to be subject to all laws and policies relevant to Trustees. A holdover Trustee may not vote on the appointment of his or her successor.

I.H.3.7. Trustee Removal
Trustees may be removed from the Board for several reasons, including Incompetency, Official Misconduct, intoxication on or off duty caused by drinking an alcoholic beverage (unless it was caused by drinking such beverage on the direction and prescription of a licensed physician), or any felony conviction or misdemeanor official misconduct conviction. A Trustee may be removed if absent from more than half of the regularly scheduled Board Meetings that the Trustee is eligible to attend during a calendar year, not counting absences for which the Trustee was excused by the Board.

Actions to remove Trustees must be brought before a District Court with jurisdiction, except that any court convicting a Trustee of a felony or official misconduct shall order immediate removal.

I.H.4. Trustee Development and Training

I.H.4.1. Policy
The Board encourages Trustees to engage in training and continuing education programs that focus on trusteeship and other areas of community college operations to help them effectively perform their official duties.

I.H.4.2. Definitions
(a) THECB means the Texas Higher Education Coordinating Board, which provides leadership and coordination for Texas’s higher education system.
I.H.4.3. Trustee Orientation and Education
The Board and the Chancellor provide orientation for new Trustees within the calendar year of their election to help them to understand the Board’s function, policies, and procedures. This orientation may include the following: (a) selected materials on Trustee responsibilities; (b) material on Board Meetings; (c) invitations to meet with the Chancellor, college presidents, and other administrative personnel designated by the Chancellor to discuss services the administration performs for the Board; (d) access to Board policies, regulations, and other documents and information currently used by Trustees; (e) information on appropriate meetings and workshops; (f) a formal orientation on the Board’s legal and budgetary oversight responsibilities; and (g) other information and activities the Board or the Chancellor deems useful.

The Board encourages all Trustees to engage in continuous training and development. The Board allocates sufficient resources for Trustees to attend educational conferences.

I.H.4.4. Reimbursement of Development and Training Expenses
The Board pre-authorizes all official travel by Trustees and reimbursement of expenses associated with Trustee education programs and institutional representation. When lodging rates differ for single or double occupancy, Trustees are responsible for the difference if double occupancy is necessary. Trustees follow the Chancellor’s Procedures regarding requests for reimbursement of travel expenses and the use of College’s credit cards. Trustees are reimbursed for mileage at College-approved rates, except when commercial airfare costs less than the amount for mileage. In such instances, the reimbursement will be the airfare cost.

I.H.4.5. Frequency
Trustees are generally limited to one national and one state or regional trusteeship meeting per fiscal year. The Board may make exceptions for specific purposes that it believes are in the College’s best interests. The Chancellor shall work with the Board to develop and implement a plan to address Trustees’ training needs.

I.H.4.6. THECB Trainings
The THECB provides mandatory training for new Trustees under Section 61.084, Education Code. Trustees use private funds for THECB registration fees and costs of travel, meals, and lodging. No public funds may be used except for grants and donated private funds available for that purpose.

I.H.4.7. Conventions, Workshops, Press Conferences, and Ceremonial Events
Trustees may attend a regional, state, or national convention, workshop, ceremonial event, or press conference. Even if a quorum is present, these gatherings are not “meetings” under the Open Meetings Act. The Board does not officially act at such events, and any Trustee discussions of public business are merely incidental to the event.

I.H.4.8. Open Government Training
Within 90 days of taking the oath of office, a Trustee shall complete a course of training on open meetings and open records provided by the Texas Attorney General or another approved source of training about the Board’s and Trustees’ responsibilities under Chapter 551, Government Code.
I.H.4.9. Reporting
At a Board Meeting after attending a conference or workshop, a Trustee gives the Board a verbal report of sessions or meetings which he or she attended.
Request: Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.F.1.3. Title IX Harassment and Sexual Violence General Procedures (FIRST READING)

Chancellor’s Recommendation: That the Board of Trustees consider the recommended revision of the College’s Board Policy Section VI.F.1.3. Title IX Harassment and Sexual Violence General Procedures clarifying the College employees who may receive and process a sexual violence report.

Rationale: The current version of Section VI.F.1.3. Title IX Harassment and Sexual Violence General Procedures embodies requirements under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery”) and Title IX of the Education Amendments of 1972 (“Title IX”). This revision provides clarification that allows the College to better comply with Clery and Title IX.

Fiscal Impact: None

Staff Resource: Mario K. Castillo 832-813-6655
VI.F. Sexual Harassment, Assault, Violence, and Discrimination

VI.F.1.3. Title IX Harassment and Sexual Violence General Procedures

Title IX harassment and sexual violence investigations are governed by the policies outlined below. The Office of General Counsel will develop procedures and forms to comply with this policy subject to the approval of the Chancellor or a designee.

(a) Reporting Sexual Violence

Any person who believes sexual violence occurred may promptly report the incident to one of the College’s responsible employees or Campus Security Authorities (CSA) including, but not limited to: (i) the College’s Police Department, (ii) the Chief Student Services Officer, or (iii) the Title IX Coordinator.

All individuals listed in the prior paragraph shall promptly inform the Title IX Coordinator of any such report. The responsible employee or CSA must inform the reporting person that the responsible employee or CSA has a duty to relay the complaint to the Title IX Coordinator. The responsible employee or CSA must also inform the reporting student about his or her confidentiality options, available confidential advocacy, counseling, and other support services; the right to file a Title IX complaint with the College; and the right to report a crime to the campus or external law enforcement.
Request: Ratify and Approve the Appointment of LSC Foundation Board Members

Chancellor’s Recommendation: That the Board of Trustees ratify and approve the appointment of the LSC Foundation Board Members listed on the following page for the positions indicated. The attached list represents those individuals selected by the LSC Foundation Board of Directors at their June 28, 2016, meeting.

Rationale: The Lone Star College Foundation is a stand-alone 501(c)3 organization established solely to support Lone Star College. The Foundation By-Laws establish a Board of Directors to serve three-year terms.

Fiscal Impact: None

Staff Resource: Amos McDonald 832-813-6621
Board of Directors

September 1, 2016 – August 31, 2017

Officers:
Carl A. Joiner, A.I.A., Chair
Chairman & CEO, Joiner Partnership, Inc.

Michelle Wogan, Treasurer
Executive Vice President
Transwestern

Steve Sanders, Immediate Past Chair
Retired
CEO, Sanders Business Consultants, LLC

Saul Valentin, Vice Chair
Principal, Collaborate Architects, LLC

Toni Lawrence, Secretary
Community Volunteer

Directors:
Fred Caldwell
President/CEO, Caldwell Companies

James B. Harrison, III, RA, NCARB
Principal, Harrison Kornberg Architects

Marcus P. Malonson, CFP, CIMA, CRPC
Senior VP - Wealth Management
Merrill Lynch, Pierce, Fenner & Smith Inc.

Michael Nansel
Lieutenant
Humble Police Department

Lori Klein Quinn, CPA, PFS, CGMA, CFP, CFS
President, Klein Wealth Management

Sallie Rainer, MBA
President & CEO, Entergy Texas, Inc.

Debra F. Sukin, MHA, PhD
Regional SVP, Houston Methodist
CEO, Houston Methodist The Woodlands Hospital

Massey Villarreal
President & CEO, Precision Task Group, Inc.

Daniel L. Wilson, P.E.
Executive Vice President Upstream
G2X Energy, Inc.

Nockie Zizelmann
MATTCO Manufacturing, Inc.

Executive Director:
Nicole Gauthier, CFRE
Lone Star College Foundation

Ex-Officio:
Chair, Board of Trustees
Lone Star College
Linda S. Good, J.D.

Chancellor
Lone Star College
Stephen C. Head, Ph.D.

Vice Chancellor of External Affairs
Lone Star College
Amos McDonald

Aldine Education Foundation
Seth Sharr
Report: Monthly Financial Statements

The financial statements for the month ended August 31, 2016 and the quarterly investment report for the quarter ended August 31, 2016 are presented for Board review. These financial statements represent preliminary results for the fiscal year ending August 31, 2016. Final results will be presented in December accompanied by a report from our external auditors.
ACTUAL EXPENDITURES AS A % OF BUDGET
9/1 THROUGH 8/31

2011-12  93.7%
2012-13  94.9%
2013-14  95.8%
2014-15  96.4%
2015-16  95.2%
LONE STAR COLLEGE
Statement of Revenues and Expenditures
General and Auxiliary Funds
Year Ended August 31, 2016
Unaudited

<table>
<thead>
<tr>
<th>REVENUES:</th>
<th>BUDGET</th>
<th>FISCAL YTD ACTUAL</th>
<th>% ACTUAL TO BUDGET</th>
<th>PRIOR YEAR ACTUAL</th>
<th>PRIOR YEAR % ACTUAL</th>
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<tr>
<td>State Appropriations</td>
<td>$74,090,000</td>
<td>$73,968,599</td>
<td>99.8%</td>
<td>$72,475,700</td>
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<td>Tuition and Fees</td>
<td>111,840,000</td>
<td>108,163,951</td>
<td>96.7%</td>
<td>108,068,692</td>
<td>99.2%</td>
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<td>Taxes</td>
<td>125,260,000</td>
<td>125,807,670</td>
<td>100.4%</td>
<td>112,950,109</td>
<td>97.2%</td>
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<tr>
<td>Investments</td>
<td>420,000</td>
<td>436,745</td>
<td>104.0%</td>
<td>417,029</td>
<td>119.2%</td>
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<tr>
<td>Other</td>
<td>6,020,000</td>
<td>5,219,193</td>
<td>86.7%</td>
<td>5,084,111</td>
<td>86.9%</td>
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<tr>
<td>Tuition/Growth Contingency</td>
<td>910,000</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>0.0%</td>
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<tr>
<td>Total Current Operations Revenues</td>
<td>318,540,000</td>
<td>313,596,158</td>
<td>98.4%</td>
<td>298,995,641</td>
<td>97.8%</td>
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<tr>
<td>Auxiliary Revenues</td>
<td>18,140,000</td>
<td>13,817,199</td>
<td>76.2%</td>
<td>14,922,240</td>
<td>99.5%</td>
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<tr>
<td>Total Revenues</td>
<td>336,680,000</td>
<td>327,413,357</td>
<td>97.2%</td>
<td>313,917,881</td>
<td>97.9%</td>
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<tr>
<td>Reserves</td>
<td>5,810,000</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>0.0%</td>
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<tr>
<td>Total Revenues and Reserves</td>
<td>342,490,000</td>
<td>327,413,357</td>
<td>97.2%</td>
<td>313,917,881</td>
<td>97.9%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES:</th>
<th></th>
<th></th>
<th></th>
<th></th>
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</tr>
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<tbody>
<tr>
<td>Instruction-Academic</td>
<td>83,423,376</td>
<td>79,050,672</td>
<td>94.8%</td>
<td>77,652,179</td>
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<td>Instruction-Workforce</td>
<td>30,730,665</td>
<td>31,729,906</td>
<td>103.3%</td>
<td>30,576,890</td>
<td>109.8%</td>
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<td>Public Service</td>
<td>779,394</td>
<td>779,246</td>
<td>100.0%</td>
<td>691,617</td>
<td>90.7%</td>
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<td>Academic Support</td>
<td>51,516,455</td>
<td>47,734,508</td>
<td>92.7%</td>
<td>52,420,349</td>
<td>91.2%</td>
</tr>
<tr>
<td>Student Services</td>
<td>46,216,495</td>
<td>42,123,661</td>
<td>91.1%</td>
<td>40,509,250</td>
<td>93.4%</td>
</tr>
<tr>
<td>Institutional Support</td>
<td>32,674,557</td>
<td>31,999,585</td>
<td>97.9%</td>
<td>32,303,912</td>
<td>96.6%</td>
</tr>
<tr>
<td>Plant Operation and Maintenance</td>
<td>33,912,531</td>
<td>33,557,986</td>
<td>99.0%</td>
<td>32,864,366</td>
<td>92.1%</td>
</tr>
<tr>
<td>Staff Benefits</td>
<td>27,536,527</td>
<td>28,147,391</td>
<td>102.2%</td>
<td>25,172,557</td>
<td>110.2%</td>
</tr>
<tr>
<td>Growth Contingency</td>
<td>1,570,000</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total Educational and General Expenditures</td>
<td>308,360,000</td>
<td>295,122,955</td>
<td>95.7%</td>
<td>292,191,120</td>
<td>97.0%</td>
</tr>
<tr>
<td>Repair, Replacement and Other</td>
<td>5,050,000</td>
<td>4,322,527</td>
<td>85.6%</td>
<td>3,766,176</td>
<td>74.6%</td>
</tr>
<tr>
<td>Internally Designated</td>
<td>18,580,000</td>
<td>16,560,061</td>
<td>89.1%</td>
<td>13,877,464</td>
<td>91.9%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>331,990,000</td>
<td>316,005,543</td>
<td>95.2%</td>
<td>309,744,760</td>
<td>96.4%</td>
</tr>
<tr>
<td>Other Changes - Debt Service &amp; Fund Transfers</td>
<td>10,500,000</td>
<td>8,926,147</td>
<td>85.6%</td>
<td>9,967,350</td>
<td></td>
</tr>
<tr>
<td>Total Expenditures and Transfers</td>
<td>342,490,000</td>
<td>324,931,690</td>
<td>95.2%</td>
<td>319,712,110</td>
<td></td>
</tr>
</tbody>
</table>

NET INCREASE (DECREASE) IN FUND BALANCES
General Funds                       | 440,000 | 5,224,529         | (6,929,005)        |                   |
Auxiliary Funds                     | (440,000) | (2,742,862)       | 1,134,776          |                   |

TOTAL NET INCREASE (DECREASE) IN FUND BALANCES $ 0 $ 2,481,667 $ (5,794,229)

Subject to change pending completion of the August 31, 2016 audit
LONE STAR COLLEGE

Balance Sheet
August 31, 2016
Unaudited

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>General &amp; Reporting Entries (*)</th>
<th>Memorandum Totals</th>
<th>Memorandum Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Auxiliar</td>
<td>Restricted</td>
<td>Current Year</td>
</tr>
<tr>
<td>Cash, cash equivalents &amp; investments</td>
<td>$52,928,168</td>
<td>$129,803,822</td>
<td>$(8,367)</td>
</tr>
<tr>
<td>Accounts receivable, net</td>
<td>48,986,519</td>
<td>2,690,910</td>
<td>4,706,194</td>
</tr>
<tr>
<td>Prepaid and deferred expenses</td>
<td>14,519,251</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Inventories, at cost</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Capital assets, net</td>
<td>-</td>
<td>-</td>
<td>785,069,217</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>116,433,938</td>
<td>132,494,732</td>
<td>789,767,044</td>
</tr>
</tbody>
</table>

Deferred Outflows | - | - | 8,864,100 | 8,864,100 | - |

**TOTAL ASSETS AND DEFERRED OUTFLOWS** | $116,433,938 | $132,494,732 | $798,631,144 | $1,047,559,814 | $1,098,645,188 |

**LIABILITIES AND FUND BALANCES**

<table>
<thead>
<tr>
<th>LIABILITIES:</th>
<th>General &amp; Reporting Entries (*)</th>
<th>Memorandum Totals</th>
<th>Memorandum Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts payable &amp; Accrued Absences Payable</td>
<td>$18,767,217</td>
<td>$13,832,158</td>
<td>-</td>
</tr>
<tr>
<td>Deferred revenues</td>
<td>53,819,382</td>
<td>3,813,709</td>
<td>-</td>
</tr>
<tr>
<td>Accrued interest payable</td>
<td>-</td>
<td>437,068</td>
<td>-</td>
</tr>
<tr>
<td>Bonds payable</td>
<td>-</td>
<td>-</td>
<td>680,913,024</td>
</tr>
<tr>
<td>Net Pension Liability</td>
<td>-</td>
<td>-</td>
<td>48,590,998</td>
</tr>
<tr>
<td>Assets held in custody for others</td>
<td>-</td>
<td>8,847,202</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td>72,586,599</td>
<td>26,930,137</td>
<td>729,504,022</td>
</tr>
</tbody>
</table>

Deferred Inflows | - | - | 14,864,130 | 14,864,130 | - |

**TOTAL LIABILITIES AND DEFERRED INFLOWS** | 72,586,599 | 26,930,137 | 744,368,152 | 843,884,888 | 839,951,550 |

**TOTAL FUND BALANCES** | 43,847,339 | 105,564,595 | 54,262,992 | 203,674,926 | 258,693,638 |

**TOTAL LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES** | $116,433,938 | $132,494,732 | $798,631,144 | $1,047,559,814 | $1,098,645,188 |

* Includes GASB (Governmental Accounting Standards Board) reporting entries related to Capital Assets, Long-Term Debt, and Pensions

Subject to change pending completion of the August 31, 2016 audit
## LONE STAR COLLEGE

**SUMMARY OF OPERATING FUNDS**

**AS OF AUGUST 31, 2016**

### OPERATING FUNDS 08/31/2016

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATING CASH</strong></td>
<td></td>
</tr>
<tr>
<td>POOLS</td>
<td>$17,387,072</td>
</tr>
<tr>
<td>MONEY MARKET ACCOUNTS</td>
<td>1,788,097</td>
</tr>
<tr>
<td>Operating Cash - Subtotal</td>
<td>$19,175,169</td>
</tr>
<tr>
<td><strong>CASH RESERVES</strong></td>
<td></td>
</tr>
<tr>
<td>CERTIFICATES OF DEPOSIT</td>
<td>$4,056,329</td>
</tr>
<tr>
<td>SECURITIES</td>
<td>37,999,591</td>
</tr>
<tr>
<td>Cash Reserves - Subtotal</td>
<td>$42,055,920</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$61,231,089</td>
</tr>
</tbody>
</table>

LONE STAR COLLEGE

SUMMARY OF OPERATING FUNDS

AS OF AUGUST 31, 2016
The investment portfolio of Lone Star College is in compliance with the Public Funds Investment Act and the College's Investment Policy and strategies.
Quarter End Results by Investment Category:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Money Market and Investment Pools</td>
<td>69.2%</td>
<td>$129,384,806</td>
<td>$-</td>
<td>$129,384,806</td>
<td>79.6%</td>
<td>$225,151,265</td>
<td>$-</td>
<td>$225,151,265</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td>2.8%</td>
<td>5,296,329</td>
<td>-</td>
<td>5,296,329</td>
<td>1.9%</td>
<td>5,288,895</td>
<td>-</td>
<td>5,288,895</td>
</tr>
<tr>
<td>Securities</td>
<td>28.0%</td>
<td>52,304,478</td>
<td>535</td>
<td>52,305,013</td>
<td>18.5%</td>
<td>52,315,025</td>
<td>(27,880)</td>
<td>52,287,145</td>
</tr>
<tr>
<td><strong>Portfolio Total</strong></td>
<td><strong>100.0%</strong></td>
<td><strong>$186,985,613</strong></td>
<td><strong>$535</strong></td>
<td><strong>$186,986,148</strong></td>
<td><strong>100.0%</strong></td>
<td><strong>$282,755,185</strong></td>
<td><strong>(27,880)</strong></td>
<td><strong>$282,727,305</strong></td>
</tr>
</tbody>
</table>

**Average Yield as of August 31, 2016**

<table>
<thead>
<tr>
<th></th>
<th>Average Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>TexPool</td>
<td>0.61%</td>
</tr>
<tr>
<td>Logic</td>
<td>0.62%</td>
</tr>
<tr>
<td>Lone Star</td>
<td>0.61%</td>
</tr>
<tr>
<td>Southside</td>
<td>0.52%</td>
</tr>
<tr>
<td>Capital One</td>
<td>0.30%</td>
</tr>
</tbody>
</table>

**Average Yield as of May 31, 2016**

<table>
<thead>
<tr>
<th></th>
<th>Average Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>TexPool</td>
<td>0.52%</td>
</tr>
<tr>
<td>Logic</td>
<td>0.54%</td>
</tr>
<tr>
<td>Lone Star</td>
<td>0.53%</td>
</tr>
<tr>
<td>Southside</td>
<td>0.49%</td>
</tr>
<tr>
<td>Capital One</td>
<td>0.30%</td>
</tr>
</tbody>
</table>

**NOTES:**
1) Yields for the above referenced accounts vary daily.
2) The benchmark for the Unrestricted and Restricted Funds is the 90 day U.S. Treasury Bill. As of August 31, 2016 the rate was 0.33%.
## Investment Portfolio Report

**LONE STAR COLLEGE**

**INVESTMENT PORTFOLIO REPORT FOR THE QUARTER ENDED AUGUST 31, 2016**

### Money Market and Investment Pools

<table>
<thead>
<tr>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Face Amount</th>
<th>Yield</th>
<th>Buy Date</th>
<th>Market Value</th>
<th>Beginning</th>
<th>Beginning</th>
<th>Interest</th>
<th>Period Book / Market Transactions</th>
<th>Ending Book Value</th>
<th>Period Unrealized</th>
<th>Ending Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FHLMC</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/23/1993</td>
<td>N/A</td>
<td>N/A</td>
<td>$256,346</td>
<td>256,346</td>
<td>$256,346</td>
<td>$256,346</td>
<td>$256,346</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Logic</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/03/1996</td>
<td>N/A</td>
<td>N/A</td>
<td>115,165,249</td>
<td>115,165,249</td>
<td>151,504</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Lone Star-Govt</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/29/2001</td>
<td>N/A</td>
<td>N/A</td>
<td>20,917</td>
<td>20,917</td>
<td>61</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Lone Star-Corporate</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/29/2001</td>
<td>N/A</td>
<td>N/A</td>
<td>22,904</td>
<td>22,904</td>
<td>8</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Lone Star-Corporate Plus</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/26/2001</td>
<td>N/A</td>
<td>N/A</td>
<td>69,658,987</td>
<td>69,658,987</td>
<td>82,710</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Southside - MMA</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4/27/2011</td>
<td>N/A</td>
<td>N/A</td>
<td>20,709,575</td>
<td>20,709,575</td>
<td>18,815</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Capital One</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/12/2013</td>
<td>N/A</td>
<td>N/A</td>
<td>15,118,813</td>
<td>15,118,813</td>
<td>6,281</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>225,151,265</td>
<td>225,151,265</td>
<td>264,426</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Certificates of Deposit

<table>
<thead>
<tr>
<th>Date</th>
<th>Yield</th>
<th>Amount</th>
<th>Beginning</th>
<th>Ending</th>
<th>Gain / (Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/29/2001</td>
<td>N/A</td>
<td>N/A</td>
<td>20,709,575</td>
<td>20,709,575</td>
<td>18,815</td>
</tr>
</tbody>
</table>

### Securities

<table>
<thead>
<tr>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Face Amount</th>
<th>Yield</th>
<th>Buy Date</th>
<th>Market Value</th>
<th>Beginning</th>
<th>Beginning</th>
<th>Interest</th>
<th>Period Book / Market Transactions</th>
<th>Ending Book Value</th>
<th>Period Unrealized</th>
<th>Ending Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FHLMC</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/26/2016</td>
<td>0.58%</td>
<td>4,000,000</td>
<td>3,991,788</td>
<td>3,989,453</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total

<table>
<thead>
<tr>
<th>Date</th>
<th>Yield</th>
<th>Amount</th>
<th>Beginning</th>
<th>Ending</th>
<th>Gain / (Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/31/2016</td>
<td>N/A</td>
<td>N/A</td>
<td>256,346</td>
<td>256,346</td>
<td>-</td>
</tr>
</tbody>
</table>

### Summary

**Money Market and Investment Pools**

<table>
<thead>
<tr>
<th>Date</th>
<th>Yield</th>
<th>Amount</th>
<th>Beginning</th>
<th>Ending</th>
<th>Gain / (Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/31/2016</td>
<td>N/A</td>
<td>N/A</td>
<td>256,346</td>
<td>256,346</td>
<td>-</td>
</tr>
</tbody>
</table>

**Securities**

<table>
<thead>
<tr>
<th>Date</th>
<th>Yield</th>
<th>Amount</th>
<th>Beginning</th>
<th>Ending</th>
<th>Gain / (Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/31/2016</td>
<td>N/A</td>
<td>N/A</td>
<td>256,346</td>
<td>256,346</td>
<td>-</td>
</tr>
</tbody>
</table>

**Portfolio Total**

<table>
<thead>
<tr>
<th>Date</th>
<th>Yield</th>
<th>Amount</th>
<th>Beginning</th>
<th>Ending</th>
<th>Gain / (Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/31/2016</td>
<td>N/A</td>
<td>N/A</td>
<td>256,346</td>
<td>256,346</td>
<td>-</td>
</tr>
</tbody>
</table>
INVESTMENT PORTFOLIO COMPOSITION
FOR THE QUARTER ENDED AUGUST 31, 2016

- MMA: 6%
- CDs: 3%
- Securities: 28%
- Logic: 47%
- LSIP: 13%
- Texpool: 3%
# LONE STAR COLLEGE
## INVESTMENT PORTFOLIO REPORT BY FUND
### FOR THE QUARTER ENDED AUGUST 31, 2016

### MONEY MARKET AND INVESTMENT POOLS

<table>
<thead>
<tr>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Amount</th>
<th>Yield</th>
<th>Beginning Market Value</th>
<th>Beginning Book Value</th>
<th>Interest Payments</th>
<th>Secur. Secur. Disc. / Prem.</th>
<th>Ending Book Value</th>
<th>Unrealized Gain / (Loss)</th>
<th>Period Book / Market Transactions</th>
</tr>
</thead>
<tbody>
<tr>
<td>FHLB 2/12/2016</td>
<td>12/09/2016</td>
<td>4,000,000</td>
<td>0.70%</td>
<td>4,020,256</td>
<td>4,019,235</td>
<td>-</td>
<td>-</td>
<td>4,010,018</td>
<td>2,894</td>
<td>4,012,912</td>
</tr>
<tr>
<td>FCCB 3/04/2015</td>
<td>12/04/2017</td>
<td>-</td>
<td>1.09%</td>
<td>3,001,000</td>
<td>3,000,000</td>
<td>-</td>
<td>-</td>
<td>2,000,000</td>
<td>-</td>
<td>2,000,178</td>
</tr>
<tr>
<td>FAMCA 9/08/2015</td>
<td>09/08/2017</td>
<td>2,000,000</td>
<td>1.00%</td>
<td>2,001,258</td>
<td>2,000,000</td>
<td>-</td>
<td>-</td>
<td>2,000,000</td>
<td>178</td>
<td>2,001,178</td>
</tr>
<tr>
<td>FAMCA 1/26/2016</td>
<td>09/20/2016</td>
<td>3,000,000</td>
<td>0.53%</td>
<td>2,996,268</td>
<td>2,995,147</td>
<td>-</td>
<td>-</td>
<td>(867)</td>
<td>417</td>
<td>2,999,550</td>
</tr>
<tr>
<td>FHLMC 1/26/2016</td>
<td>11/15/2016</td>
<td>4,000,000</td>
<td>0.58%</td>
<td>3,991,788</td>
<td>3,989,453</td>
<td>-</td>
<td>-</td>
<td>(4,771)</td>
<td>2,067</td>
<td>3,997,296</td>
</tr>
<tr>
<td>FHLMC 1/27/2016</td>
<td>10/14/2016</td>
<td>3,000,000</td>
<td>0.56%</td>
<td>3,083,654</td>
<td>3,082,520</td>
<td>-</td>
<td>-</td>
<td>(1,139)</td>
<td>364</td>
<td>3,001,503</td>
</tr>
<tr>
<td>FHLMC 2/12/2016</td>
<td>11/10/2016</td>
<td>8,000,000</td>
<td>0.49%</td>
<td>7,998,432</td>
<td>8,002,253</td>
<td>-</td>
<td>-</td>
<td>800,801</td>
<td>843</td>
<td>8,001,642</td>
</tr>
<tr>
<td>FHLMC 2/16/2016</td>
<td>10/13/2016</td>
<td>5,000,000</td>
<td>0.47%</td>
<td>4,991,995</td>
<td>4,990,298</td>
<td>-</td>
<td>-</td>
<td>(3,194)</td>
<td>1,444</td>
<td>4,998,250</td>
</tr>
<tr>
<td>FHLMC 2/24/2016</td>
<td>11/07/2017</td>
<td>3,000,000</td>
<td>0.85%</td>
<td>2,994,948</td>
<td>3,000,000</td>
<td>-</td>
<td>-</td>
<td>3,000,000</td>
<td>(120)</td>
<td>2,999,880</td>
</tr>
<tr>
<td>FAMCA 2/24/2016</td>
<td>09/28/2017</td>
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<td>0.87%</td>
<td>2,993,460</td>
<td>2,995,413</td>
<td>-</td>
<td>-</td>
<td>2,996,285</td>
<td>(323)</td>
<td>2,995,962</td>
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<tr>
<td>FHLM C8/30/2016</td>
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<td>3,000,000</td>
<td>1.00%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,000,000</td>
<td>(1,224)</td>
<td>2,998,776</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>38,000,000</strong></td>
<td></td>
<td><strong>37,991,059</strong></td>
<td><strong>37,995,551</strong></td>
<td>-</td>
<td>-</td>
<td><strong>37,999,591</strong></td>
<td><strong>6,540</strong></td>
<td><strong>38,006,131</strong></td>
</tr>
</tbody>
</table>

### CERTIFICATES OF DEPOSIT

<table>
<thead>
<tr>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Amount</th>
<th>Yield</th>
<th>Beginning Market Value</th>
<th>Beginning Book Value</th>
<th>Interest Payments</th>
<th>Secur. Secur. Disc. / Prem.</th>
<th>Ending Book Value</th>
<th>Unrealized Gain / (Loss)</th>
<th>Period Book / Market Transactions</th>
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</thead>
<tbody>
<tr>
<td>Comerica 9/03/2014</td>
<td>10/3/2016</td>
<td>4,000,000</td>
<td>0.73%</td>
<td>4,048,895</td>
<td>4,048,895</td>
<td>7,434</td>
<td>-</td>
<td>4,056,329</td>
<td>-</td>
<td>4,056,329</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>4,000,000</strong></td>
<td></td>
<td><strong>4,048,895</strong></td>
<td><strong>4,048,895</strong></td>
<td><strong>7,434</strong></td>
<td>-</td>
<td><strong>4,056,329</strong></td>
<td>-</td>
<td><strong>4,056,329</strong></td>
</tr>
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</table>

### SECURITIES

<table>
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<tr>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Amount</th>
<th>Yield</th>
<th>Beginning Market Value</th>
<th>Beginning Book Value</th>
<th>Interest Payments</th>
<th>Secur. Secur. Disc. / Prem.</th>
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</thead>
<tbody>
<tr>
<td>FHLMC 2/24/2016</td>
<td>08/28/2018</td>
<td>3,000,000</td>
<td>0.87%</td>
<td>2,993,460</td>
<td>2,995,413</td>
<td>-</td>
<td>-</td>
<td>3,000,000</td>
<td>-</td>
<td>3,000,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>38,000,000</strong></td>
<td></td>
<td><strong>37,991,059</strong></td>
<td><strong>37,995,551</strong></td>
<td>-</td>
<td>-</td>
<td><strong>37,999,591</strong></td>
<td><strong>6,540</strong></td>
<td><strong>38,006,131</strong></td>
</tr>
</tbody>
</table>

### SUMMARY:

| MONEY MARKET AND INVESTMENT POOLS | 38,369,044 | 38,369,044 | 32,994 | - | 3,000,000 | 3,000,000 | - | (409) | 37,999,591 | 6,540 | 38,006,131 |
| CERTIFICATES OF DEPOSIT | 38,369,044 | 38,369,044 | 32,994 | - | - | - | - | (409) | 37,999,591 | 6,540 | 38,006,131 |
| SECURITIES | 38,369,044 | 38,369,044 | 32,994 | - | - | - | - | (409) | 37,999,591 | 6,540 | 38,006,131 |

### PORTFOLIO TOTAL

| 80,408,998 | 80,415,890 | 40,428 | 3,000,000 | 3,000,000 | (409) | 61,231,089 | 6,540 | 61,237,629 |

FOR THE QUARTER ENDED AUGUST 31, 2016
## INVESTMENT PORTFOLIO REPORT BY FUND

### FOR THE QUARTER ENDED AUGUST 31, 2016

**FUND:** CONSTRUCTION IN PROGRESS

<table>
<thead>
<tr>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Face Amount</th>
<th>Face Yield</th>
<th>Beginning Market Value</th>
<th>Beginning Book Value</th>
<th>Interest Payment</th>
<th>Period Book / Market Transactions</th>
<th>Ending Book Value</th>
<th>Period Unrealized Gain / (Loss)</th>
<th>Ending Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frost Bank</td>
<td>10/28/2015</td>
<td>4/28/2017</td>
<td>245,000</td>
<td>0.90%</td>
<td>245,000</td>
<td>245,000</td>
<td>245,000</td>
<td>245,000</td>
<td></td>
<td>245,000</td>
</tr>
<tr>
<td>Frost Bank</td>
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<td>4/28/2017</td>
<td>250,000</td>
<td>0.90%</td>
<td>250,000</td>
<td>250,000</td>
<td>250,000</td>
<td>250,000</td>
<td></td>
<td>250,000</td>
</tr>
<tr>
<td>Frost Bank</td>
<td>10/29/2015</td>
<td>5/01/2017</td>
<td>250,000</td>
<td>0.90%</td>
<td>250,000</td>
<td>250,000</td>
<td>250,000</td>
<td>250,000</td>
<td></td>
<td>250,000</td>
</tr>
<tr>
<td>Frost Bank</td>
<td>11/04/2015</td>
<td>5/04/2017</td>
<td>245,000</td>
<td>0.85%</td>
<td>245,000</td>
<td>245,000</td>
<td>245,000</td>
<td>245,000</td>
<td></td>
<td>245,000</td>
</tr>
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<td>250,000</td>
<td>250,000</td>
<td>250,000</td>
<td>250,000</td>
<td></td>
<td>250,000</td>
</tr>
</tbody>
</table>

### MONEY MARKET AND INVESTMENT POOLS

<table>
<thead>
<tr>
<th>Date</th>
<th>Beginning Market Value</th>
<th>Ending Market Value</th>
<th>unrealized Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/31/2016</td>
<td>128,387,878</td>
<td>128,387,878</td>
<td>85,262,516</td>
</tr>
</tbody>
</table>

### CERTIFICATES OF DEPOSIT

<table>
<thead>
<tr>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Face Amount</th>
<th>Face Yield</th>
<th>Beginning Market Value</th>
<th>Beginning Book Value</th>
<th>Interest Payment</th>
<th>Period Book / Market Transactions</th>
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<td>Frost Bank</td>
<td>10/28/2015</td>
<td>4/28/2017</td>
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<td>0.90%</td>
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<td>245,000</td>
<td>245,000</td>
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<td></td>
<td>250,000</td>
</tr>
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<td>0.90%</td>
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<td>250,000</td>
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<td>250,000</td>
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<td>250,000</td>
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### SECURITIES

<table>
<thead>
<tr>
<th>Purchase Date</th>
<th>Maturity Date</th>
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<th>Face Yield</th>
<th>Beginning Market Value</th>
<th>Beginning Book Value</th>
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<td>245,000</td>
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<td></td>
<td>245,000</td>
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<td>250,000</td>
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<td>5/04/2017</td>
<td>250,000</td>
<td>0.85%</td>
<td>250,000</td>
<td>250,000</td>
<td>250,000</td>
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<td></td>
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</tr>
</tbody>
</table>

### SUMMARY:

- **Money Market and Investment Pools:**
  -鲣魚池 Prime: 245,000
  -Logic-CIP GO Bonds: 5,043,840
  -Logic-CIP MTN Bond: 8,276,826
  -Lone Star-Corporate: 5,043,840
  -Southside - MMA: 5,043,840
  -Capital One-MMA: 10,078,684

- **Funds in Construction in Progress:**
  -Total: 1,240,000

- **Portfolio Total:**
  -Total: 143,923,964

### VX Equity and Fixed Income

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<thead>
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<th>Maturity Date</th>
<th>Face Amount</th>
<th>Face Yield</th>
<th>Beginning Market Value</th>
<th>Beginning Book Value</th>
<th>Interest Payment</th>
<th>Period Book / Market Transactions</th>
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<th>Period Unrealized Gain / (Loss)</th>
<th>Ending Market Value</th>
</tr>
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<td>Frost Bank</td>
<td>10/28/2015</td>
<td>4/28/2017</td>
<td>245,000</td>
<td>0.90%</td>
<td>245,000</td>
<td>245,000</td>
<td>245,000</td>
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<td></td>
<td>245,000</td>
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<tr>
<td>Frost Bank</td>
<td>10/28/2015</td>
<td>4/28/2017</td>
<td>250,000</td>
<td>0.90%</td>
<td>250,000</td>
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<td></td>
<td>250,000</td>
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<tr>
<td>Frost Bank</td>
<td>10/29/2015</td>
<td>5/01/2017</td>
<td>250,000</td>
<td>0.90%</td>
<td>250,000</td>
<td>250,000</td>
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<td>250,000</td>
</tr>
<tr>
<td>Frost Bank</td>
<td>11/04/2015</td>
<td>5/04/2017</td>
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<td>5/04/2017</td>
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<td>250,000</td>
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### FOR THE QUARTER ENDED AUGUST 31, 2016

<table>
<thead>
<tr>
<th>Date</th>
<th>Beginning Market Value</th>
<th>Ending Market Value</th>
<th>unrealized Value</th>
</tr>
</thead>
<tbody>
<tr>
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<td>128,387,878</td>
<td>128,387,878</td>
<td>85,262,516</td>
</tr>
</tbody>
</table>
LONE STAR COLLEGE
INVESTMENT PORTFOLIO REPORT
FOR THE QUARTER ENDED AUGUST 31, 2016

**FUND:**

<table>
<thead>
<tr>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Face Amount</th>
<th>Buy Amount</th>
<th>Market Value 5/31/2016</th>
<th>Book Value 5/31/2016</th>
<th>Beginning Interest Payments</th>
<th>Beginning Securities Furnished</th>
<th>Period Book / Market Transactions</th>
<th>Ending Securities Furnished</th>
<th>Ending Book Value 8/31/2016</th>
<th>Unrealized Gain / (Loss) 8/31/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>MONEY MARKET AND INVESTMENT POOLS</strong></td>
<td></td>
<td></td>
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<td></td>
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<td>$209,700</td>
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<tr>
<td>Logic</td>
<td>N/A</td>
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<td>$41,390</td>
<td>$41,390</td>
<td>$76</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>78,452</td>
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<tr>
<td>Lone Star-Govt</td>
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<td>N/A</td>
<td></td>
<td>$540</td>
<td>$540</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>540</td>
<td>-</td>
</tr>
<tr>
<td>Lone Star-Corporate</td>
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<td></td>
<td>$13,344</td>
<td>$13,344</td>
<td>19</td>
<td>-</td>
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<td>-</td>
<td>13,363</td>
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<tr>
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<td>$53,089,435</td>
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<td>-</td>
<td>-</td>
<td>19,601,134</td>
<td>-</td>
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<tr>
<td>Capital One-MMA</td>
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<td></td>
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<td>$5,040,129</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>5,043,932</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$58,394,343</td>
<td>$58,394,343</td>
<td>70,222</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>24,947,121</td>
<td>-</td>
</tr>
</tbody>
</table>

**SUMMARY:**

| Money Market and Investment Pools | 58,394,343 | 58,394,343 | $70,222 | - | - | - | 24,947,121 | - | 24,947,121 |
| Portfolio Total                   | $58,394,343 | $58,394,343 | $70,222 | - | - | - | $24,947,121 | - | $24,947,121 |
LONE STAR COLLEGE
TOTAL INVESTMENT PORTFOLIO BOOK VALUE
FOUR YEAR COMPARISON THROUGH AUGUST 31, 2016

This chart tracks LSC's total book value quarter-by-quarter to provide a historical perspective of the College's investment portfolio.
Request: Consideration of Approval of Resolution and Ordinance Levying the Interest and Sinking (I&S) Component of the Ad Valorem Tax Rate for Tax Year 2016

Chancellor’s Recommendation: That the Board of Trustees adopt a resolution and ordinance levying the I&S component of the ad valorem tax rate for tax year 2016 at $.0278 per $100 of assessed valuation.

Rationale: The I&S tax rate of $.0278 per $100 of assessed valuation is based on the debt service requirements for general obligation bonds in FY 2016-2017 of $48.8 million, net of the amount ($2.38 million) that is anticipated to be funded from other sources.

As required by law, the College published all of the appropriate rates, statements and schedules.

Fiscal Impact: The recommended rate should generate tax revenues sufficient to pay the bonded debt obligation for FY 2016-2017, net of the amount anticipated to be funded from other sources.

Staff Resource: Steve Head 832-813-6515
Carin Hutchins 832-813-6737

WHEREAS, the Lone Star College System has been duly organized in accordance with the laws of the State of Texas; and

WHEREAS, the Board of Trustees of the College has previously approved and adopted the budget for FY 2016-2017 in accordance with state law; and

WHEREAS, the Board of Trustees of the College finds that it is necessary to levy ad valorem taxes for the tax year 2016 to provide for the interest and sinking fund requirements related to the general obligation bonds for the ensuing year as authorized by law; and

WHEREAS, the Board of Trustees of the College further find that the College has complied with all the procedural requirements for the setting of the 2016 ad valorem tax rate as specified by the Tax Code and Education Code;

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED BY THE BOARD OF TRUSTEES OF THE LONE STAR COLLEGE SYSTEM THAT:

Section 1. Ad valorem tax be levied at a rate of $.0278 on each one hundred dollar ($100) increment of assessed valuation of property for the interest and sinking (debt service) requirements related to the general obligation bonds of the College as authorized by law.

Section 2. THIS TAX RATE WILL RAISE LESS TAXES FOR INTEREST AND SINKING REQUIREMENTS THAN LAST YEAR’S TAX RATE.

Section 3. The assessed value of taxable property provided by the Harris and Montgomery County Tax Assessor-Collectors are approved and adopted and the taxes shall be levied on these valuations.

Section 4. This Resolution shall take effect immediately from and after its adoption.

ADOPTED this 3rd day of October, 2016.

________________________________
Chair, Board of Trustees
Lone Star College System
ATTEST:

________________________________
Secretary, Board of Trustees
Lone Star College System

(SEAL)
**Request:** Consideration of Approval of Resolution and Ordinance Levying the Maintenance and Operations (M&O) Component of the Ad Valorem Tax Rate for Tax Year 2016

**Chancellor’s Recommendation:** That the Board of Trustees adopt a resolution and ordinance levying the M&O component of the ad valorem tax rate for tax year 2016 at $.0800 per $100 of assessed valuation.

**Rationale:** The M&O tax rate of $.0800 per $100 of assessed valuation generates revenue to support the System’s general fund expenditures for FY 2016-2017. This rate is 6.1% greater than the FY 2015-16 M&O tax rate and will contribute additional revenue compared to last year due to the increase in the rate and property values.

As required by law, the College published all of the appropriate rates, statements and schedules.

**Fiscal Impact:** The recommended rate should generate tax revenues sufficient to support the operations of the College for FY 2016-2017.

**Staff Resource:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Head</td>
<td>832-813-6515</td>
</tr>
<tr>
<td>Carin Hutchins</td>
<td>832-813-6737</td>
</tr>
</tbody>
</table>

WHEREAS, the Lone Star College System has been duly organized in accordance with the laws of the State of Texas; and

WHEREAS, the Board of Trustees of the College has previously approved and adopted the budget for FY 2016-2017 in accordance with state law; and

WHEREAS, the Board of Trustees of the College finds that it is necessary to levy ad valorem taxes for the tax year 2016 to provide the revenue requirements of the operating budget for the ensuing year as authorized by law; and

WHEREAS, the Board of Trustees of the College further find that the College has complied with all the procedural requirements for the setting of the 2016 ad valorem tax rate as specified by the Tax Code and Education Code;

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED BY THE BOARD OF TRUSTEES OF THE LONE STAR COLLEGE SYSTEM THAT:

Section 1. Ad valorem tax be levied at a rate of $.0800 on each one hundred dollar ($100) increment of assessed valuation of property for the maintenance and operations requirements of the College as authorized by law.

Section 2. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE. THIS TAX RATE WILL EFFECTIVELY BE RAISED BY 7.96 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $4.60.

Section 3. The assessed value of taxable property made by the Harris and Montgomery County Tax Assessor-Collectors, pursuant to the contracts made for this purpose, are approved and adopted and the taxes shall be levied on these valuations.

Section 4. This Resolution shall take effect immediately from and after its adoption.

ADOPTED this 3rd day of October, 2016.

Chair, Board of Trustees
Lone Star College System
ATTEST:

________________________________
Secretary, Board of Trustees
Lone Star College System

(SEAL)
Request: Consideration of Approval to Submit Unlimited Grant Applications During FY 2016-2017

Chancellor’s Recommendation: That the Board of Trustees approve the Chancellor or designee to submit unlimited (i.e. no maximum dollar amount annually) grant applications during FY 2016-2017. The Chancellor also recommends that the Board of Trustees authorize him or a designee to execute and submit individual grant applications of $100,000 or more without obtaining the Board’s individual pre-approval for each individual grant application. The attached table includes a list of grant contracts $100,000 or more that the College has been awarded and is currently managing. This list includes annual grants that the College plans to re-apply for in FY 2016-2017. Additional grant application submissions will occur as opportunities arise and are determined to meet the strategic goals of the College.

Rationale: Grand funders issue requests for proposals for grant applications. They require the applicant to sign the grant application which, if awarded, becomes the grant contract. While the College can decide not to accept a grant award with proper notice, the application is a formal contract which contains terms and conditions of the grant.

This pre-approval to submit grant applications is necessary to respond expeditiously to grant funders’ application deadlines which are normally tight. Obtaining Board of Trustees approval of the individual grant applications in advance of submission could result in missing the deadline and losing the funding opportunity.

If the funder requires a match, either in kind or cash, the College will only submit the grant application if the match can be covered within the budget approved by the Board of Trustees.

If awarded, grant related purchases will be made in accordance with procurement methods approved by state law, and allowed by board policy and the grant contract including, but not limited to, competitive bids and requests for qualifications.

Funding agencies typically reimburse awardees for grant expenditures monthly or quarterly upon submission of proper documentation.

Fiscal Impact: If the College is awarded a grant, the expenditures will be reimbursed by the funding agency. If a match, either in kind or cash, is required by the
funding agency, the match will be covered with funds included in the approved FY 2016-2017 budget.

**Staff Resource:**

Rand Key                      281-655-3701  
Carin Hutchins                832-813-6737
<table>
<thead>
<tr>
<th>Funder Type</th>
<th>Funding Agency</th>
<th>Grant Project Name</th>
<th>College/Department</th>
<th>Award Amount</th>
<th>Match/Cost Share</th>
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<tbody>
<tr>
<td>Foundation</td>
<td>Change Happens, Contractor</td>
<td>Change Happens-Campus Navigator</td>
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<td>LSC-Kingwood</td>
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<td>State/Federal</td>
<td>Houston-Galveston Area Council (Texas Workforce Commission)</td>
<td>*Adult Education and Family Literacy/TANF English Literacy and Civics Education Grant</td>
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<td>Developing Students' Troubleshooting Skills in Energy Programs</td>
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<td>Texas Association of Community Colleges (TACC)</td>
<td>*Texas Success Center-Career Pathways Project (TSC-CCP)</td>
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<tr>
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<td>State</td>
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<td>Cohort 4 - Scaling and Sustaining Success in Integrated Basic Education and Workforce Training Programs - Accelerate, Texas</td>
<td>LSC-System</td>
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<td>$187,000</td>
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<td>Award Amount</td>
<td>Match/Cost Share</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------------------------------</td>
<td>---------------------------------------------</td>
<td>--------------------</td>
<td>--------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Federal</td>
<td>University of Houston (Small Business Administration)</td>
<td>*Small Business Development Center</td>
<td>LSC-System</td>
<td>$270,000</td>
<td>$389,648</td>
</tr>
<tr>
<td>Federal</td>
<td>University of Houston Downtown/Department of Education</td>
<td>Pathways to Teaching Careers Program</td>
<td>LSC-Kingwood</td>
<td>$949,599</td>
<td>-</td>
</tr>
</tbody>
</table>

* These grants require LSC to apply annually
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Contract to Purchase a College Parking Software Solution

Chancellor's Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute a contract to purchase a college parking software solution from NuPark, Inc., 912 Petaluma Drive, Cedar Park, TX 78613, for a sum not exceeding $199,264 and a term not exceeding five years. The initial term of this contract will be for a period of two years with the option to renew for three additional one-year periods. The Chancellor recommends that the vendor with the highest evaluation score be awarded the contract.

Rationale: Texas Education Code Section 51.202 allows state institutions of higher education to regulate parking and impose fines. The College requires a web-based software solution to help manage its parking permit and ticket system, which provides enhanced security at all College locations.

The software solution should provide functionality such as owner and vehicle registration, printing of hangtag parking permits, citation issuance and tracking, online student payments, an appeals process, lost and found reporting/tracking, etc.

In compliance with the provisions of Texas Education Code §44.031(a), a Request for Proposal (RFP #447) was publicly advertised and issued to seven college parking software solution vendors and two responses were received. The initial evaluation of the proposals was conducted based on pricing, qualifications, experience, references, quality of service, extent to which certified historically underutilized business (HUB), minority and/or veteran or women-owned businesses are utilized; past performance and other enhanced services. Both vendors were invited to a presentation/interview.

Fiscal Impact: Funds for this purchase are included in the approved FY 2016-2017 budget. Funds for subsequent years will be included in future proposed budgets.

Staff Resource: Rand Key 281-655-3701
Carin Hutchins 832-813-6737
Request: Consideration of Approval of Investment Broker/Dealers for FY 2016-2017

Chancellor’s Recommendation: That the Board of Trustees approve the attached recommended list of investment broker/dealers for FY 2016-2017.

Rationale: The Public Funds Investment Act (PFIA), Texas Government Code Section 2256, requires that the Board approve firms authorized to transact investment business with the College each year. The recommended firms included in the attached list were qualified through a recent Request for Qualifications (RFQ #448) process in compliance with Texas Government Code Section 2254. The RFQ was sent to 41 firms and 11 proposals were received. The firms were evaluated based on experience, services offered, experience serving other public funds’ portfolios in the State of Texas, portfolio references, quality of services, past performance, extent to which certified historically underutilized business (HUB), minority and/or veteran or women-owned businesses are utilized, other relevant factors and the firm’s Financial Industry Regulatory Authority (FINRA) Report.

The six highest ranking firms are being recommended as the College’s investment broker/dealers for the next three years; however, their performance will be evaluated annually and they will be presented to the Board of Trustees for approval prior to the second and third years.

In compliance with College policy and state law, each firm has been provided with a copy of the College’s investment policy. The College will complete the certification process for each of the recommended broker/dealers for the coming fiscal year, documenting their understanding of the PFIA and the suitability of investments in compliance with the College’s investment policy.

Fiscal Impact: None

Staff Resource: Carin Hutchins 832-813-6737
Wells Fargo Securities, LLC  
Mr. Charles (Chuck) Landry, Sales  
550 South Tryon Street, 6th Floor  
Charlotte, NC 28202  
800.937.0998  
214.777.4018  
Chuck.landry@wellsfargo.com

UBS Financial Services/Paine Webber  
Mr. Richard (Dick) Ebert,  
First Vice President – Wealth Management  
10001 Woodloch Forest Drive, Suite 100  
The Woodlands, TX 77380  
281.362.6340  
855/730-4014 Fax  
richard.ebert@ubs.com

Rice Financial Products Co.  
Mr. Jared Fragin,  
Managing Director  
55 Broad Street, 27th Floor  
New York, NY 10004  
212.908.9260  
Jared.fragin@ricefin.com

Multi-Bank Securities, Inc.  
Ms. Carol Mackoff, Senior VP  
1000 Town Center, Suite 2300  
Southfield, MI 48075  
888.857.4740  
800.967.9045  
cmackoff@mbssecurities.com

Great Pacific Securities  
Mr. Robert (Bob) Fitzgerald,  
Intuitional Account Executive  
151 Kalmus Drive, Suite H8  
Costa Mesa, CA 92626  
714.619.3015  
bfitz@greatpac.com

Coastal Securities  
Mr.’s Tony Sekaly & Zach Brewer,  
Managing Directors  
920 Memorial City Way, Suite1100  
Houston, TX 77024  
800.681.4121 & 800.489.8455  
tds@coastalsecurities.com  
zsb@coastalsecurities.com
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Contracts to Purchase Parking Area and Roadway Striping Services

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute contracts for the purchase of parking area and roadway striping services from the following firms in the not exceeding sums listed below and for contract terms not exceeding five years.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Address</th>
<th>Not Exceeding Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goldstone Exterior</td>
<td>1721 Oak Tree Drive</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Services</td>
<td>Houston, TX 77080</td>
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</tr>
<tr>
<td>ProSeal Services</td>
<td>13226 Vernon Road</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td>Cypress, TX 77429</td>
<td></td>
</tr>
</tbody>
</table>

It is recommended that both vendors be awarded a contract due to the volume of anticipated work. These contracts will establish pricing for all parking area and roadways on an as needed basis. The contracts will not obligate the College to purchase a fixed amount of services, but the pricing, terms and conditions, and specifications will be established for when the services are required.

The initial contract terms shall be for three years with an option to renew for two additional one-year periods. Quotes will be requested from both vendors as specific scopes of work are identified.

Rationale: The College has a significant financial investment in buildings and facilities. These contracts will be utilized to ensure that the parking areas and roadways meet current safety and maintenance standards.

In compliance with the provisions of Texas Government Code Section 2269.055, a Competitive Sealed Proposal (CSP #446) was publicly advertised and issued to 57 bidders and three responses were received. The evaluation of the proposals was conducted based on cost; qualifications; experience; references; quality of services; the extent to which certified historically underutilized business (HUB), minority and/or veteran or women-owned businesses are utilized; safety record; lead personnel; financial capability; enhanced services and completeness and thoroughness of response.
Fiscal Impact: Funds for these purchases are included in the approved FY 2016-2017 budget. Funds for subsequent years will be included in future proposed budgets.

Staff Resource: Jimmy Martin 281-290-2608
Carin Hutchins 832-813-6737
Request: Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contract with the LSC-North Harris Materials Testing Firm for Services Related to the Construction Skilled Trades Technology Building

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to execute a contract amendment with the LSC-North Harris materials testing firm, HVJ Associates, Inc. (HVJ), 6120 South Dairy Ashford Rd, Houston, TX 77072, for services related to the Construction Skilled Trades Technology Building in the amount of $21,364 for a total revised contract amount of $120,160.

Rationale: At the May 7, 2015 meeting, the Board of Trustees approved six firms, including HVJ, to provide geotechnical, environmental, and material testing services through a formal Request for Qualifications process in compliance with Texas Government Code Section 2254.004.

HVJ was subsequently awarded a contract for this work, and that contract has been amended two times as individual college projects and scopes were identified. With this recommended amendment, the contract will now exceed $100,000 requiring Board approval.

Fiscal Impact: Funds for this purchase are available from the General Obligation Bonds, Series 2015A.

Staff Resource: Jimmy Martin 281-290-2608
Carin Hutchins 832-813-6737
Request: Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contracts with the Commissioning Firms for Services Related to the 2014 General Obligation Bond Construction Program Phase 1 Projects

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to amend the contracts with the commissioning firms as follows:

1. Page Southerland Page, Inc. d/b/a Page (Page), 1100 Louisiana, Suite 1, Houston, Texas 77002, for construction phase services related to LSC-Kingwood and LSC-North Harris, in the sum of $220,000, for a total revised contract sum of $585,420.

2. Sebesta, Inc., (Sebesta), 5300 Memorial Drive, Suite 390, Houston, Texas 77007, for construction phase services related to LSC-CyFair and LSC-University Park, in the sum of $240,000, for a total revised contract sum of $410,463.

Rationale: As building systems have become more complex and integrated, the utilization of third party commissioning services has become a standard practice in the delivery of construction projects. This service is the process for achieving, validating and documenting that the performance of the total building and its systems meet LSC design intent and requirements. Because all building systems are integrated, a deficiency in one or more components can result in suboptimal operation and performance among other components. Areas of specific emphasis include: the building envelope, HVAC equipment and control systems, electrical panels and transformers, fire protection and plumbing systems.

At the October 1, 2015 meeting, the Board of Trustees approved the three firms identified below to provide commissioning agent services for the colleges indicated through a formal Request for Qualifications process in compliance with Texas Government Code Section 2254.004. These firms were approved to provide commissioning services for any projects requiring such services under the 2014 general obligation bond construction program for a total sum not exceeding $1,500,000 up to five years.

Initial design contracts for phase 1 services were executed in December 2015 / January 2016 and ratified by the Board of Trustees at the August 4, 2016 meeting as presented below. At that time, the full scope of the construction related services were not defined and this request is to fully fund all phase 1 services. Contract amendments are required for Sebesta and Page, while the initial contract amount approved for Affiliated
Engineers, Inc. will cover both the design and construction phase of services.

<table>
<thead>
<tr>
<th>Firm</th>
<th>Locations</th>
<th>Initial Contract Amount</th>
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<td>Sebesta, Inc.</td>
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<td>LSC-University Park</td>
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<td>Affiliated Engineers, Inc.</td>
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<td>LSC-Montgomery</td>
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<td>LSC-System Office</td>
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<td>LSC-North Harris</td>
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</table>

Commissioning services will be required for phase II and III projects, and appropriate contract amendments will be brought back to the Board of Trustees for approval for those services at a future meeting.

**Fiscal Impact:** Funds for these amendments are available from the General Obligation Bonds, Series 2015A.

**Staff Resource:**
- Jimmy Martin 281-290-2608
- Carin Hutchins 832-813-6737
Request: Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contract with the Security Design and Consulting Firm for Additional Services Related to the System-wide Mass Notification Infrastructure

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute a contract amendment with TRC Engineers, Inc., 123 Technology Drive, Irvine, California 92624, for the purchase of additional services related to the system-wide mass notification infrastructure in the sum of $199,946, for a total revised contract sum of $2,400,000.

Rationale: On August 6, 2015, the Board of Trustees approved TRC Engineers, Inc. to provide security design and consulting services for projects under the 2014 General Obligation Bond Construction Program in a sum not exceeding $2,500,000 through a formal Request for Qualifications process in compliance with Texas Government Code Section 2254.004.

TRC Engineers, Inc. was subsequently awarded a contract to provide these services.

Subsequent to the contract award, it was determined that additional services are required for the system-wide mass notification infrastructure and this amendment will provide for these additional services.

Fiscal Impact: Funds for this purchase are available from the General Obligation Bonds, Series 2015A.

Staff Resource: Jimmy Martin 281-290-2608
Carin Hutchins 832-813-6737
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute Easements and Agreements on Behalf of the College Related to the 2014 General Obligation Bond Construction Program at LSC-University Park

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute easements and agreements on behalf of the College related to the 2014 General Obligation Bond Construction Program at LSC-University Park.

Rationale: Certain easements and agreements will be necessary to provide utilities to the Center For Science and Innovation and the Building 12 and 13 Entrance Canopy and Parking Project. These may include, but are not limited to, agreements related to sanitary and stormwater connections, encroachments on existing easements, construction-related stormwater management, and electrical service.

Fiscal Impact: None

Staff Resource: Jimmy Martin 281-290-2608
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Interlocal Agreement Between Harris County and the College for Harris County to Provide Funding for LSC-CyFair to Operate a Joint Library Serving LSC-CyFair and the General Public

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to negotiate and execute an interlocal agreement between Harris County and the College for Harris County to provide funding for LSC-CyFair to operate a joint library serving LSC-CyFair and the general public. The initial term of this agreement will be for a period of one year, and the agreement will automatically renew for four additional one-year terms subject to the early termination of the agreement.

Rationale: Under a 2003 interlocal agreement between Harris County and Lone Star College, LSC-CyFair’s library operates not only as an academic library, but also as a branch of Harris County’s public library system. This library stays open longer and carries more titles than it would if it did not belong to the County’s public library system. In return, Harris County contributes over $1 million per year to the College for LSC-CyFair’s library personnel and operations.

The current agreement’s formula for calculating Harris County’s annual contribution is long and convoluted, while the proposed interlocal agreement assigns clear cost percentages to Harris County. Several other provisions in the original agreement need to be updated, including those related to technology and the library steering committee. The proposed agreement will continue the long-standing collaboration between Harris County and the College to provide a branch public library at LSC-CyFair to mutually benefit students, faculty, staff, and the general public.

Texas Government Code, Chapter 791, authorizes Lone Star College and Harris County to execute an interlocal agreement for library services.

Fiscal Impact: Funds from Harris County under this interlocal agreement will provide 62% of the salary and benefits for 50 LSC-CyFair library employees (approximately $1,471,300) and 5.14% of LSC-CyFair library’s operating expenses (approximately $247,600). Harris County’s maximum annual contribution under this agreement is $2 million or other amount appropriated by Harris County Commissioners Court. Funds for the College’s costs under this agreement will come from operating budgets for each fiscal year in which the agreement is in effect.

Staff Resource: Seelpa Keshvala 281-290-3940
Carin Hutchins 832-813-6737
Request: Consideration of Approval to Authorize the Chancellor or Designee to Amend the Contract with the Pest Control Services Firm for Additional Services

Chancellor’s Recommendation: That the Board of Trustees authorize the Chancellor or designee to execute a contract amendment with Cypress Creek Pest Control, P.O. Box 690548, Houston, TX 77269, for additional pest control services in the amount of $60,000 for a total revised contract sum of $200,000. The term of the contract is September 1, 2012 through August 31, 2017.

Rationale: At the September 6, 2012 meeting, the Board of Trustees approved Cypress Creek Pest Control to provide pest control services for the College through a formal Request for Proposals process in compliance with Texas Government Code §44.031. The initial contract was executed for $140,000.

This amendment is required to provide routine monthly pest control inspections and treatments for the College’s new facilities including LSC-Cypress Center and LSC-Creekside Center.

Fiscal Impact: Funds for this purchase are included in the approved FY 2016-2017 budget.

Staff Resource: Jimmy Martin 281-290-2608
Carin Hutchins 832-813-6737
Request: Consideration and Official Adoption of the Terms of Joint Election Agreements and Election Services Agreements to which Lone Star College is a Party

Chancellor’s Recommendation: That the Board of Trustees officially adopt the terms of the joint election agreements and election services agreements that Lone Star College has entered into with Montgomery County, Texas and with San Jacinto County, Texas.

Rationale: Section 271.002(d) of the Texas Elections Code requires that the terms of any joint election agreement involving Lone Star College be stated in an order, resolution, or other official action adopted by the Board of Trustees. Lone Star College has entered into joint election agreements and election services agreements with Montgomery County, Texas and with San Jacinto County, Texas, and many of the terms of those agreements are not stated in any other official Board action.

Fiscal Impact: None

Staff Resource: Helen Clougherty 832-813-6514
ELECTION SERVICES AGREEMENT

STATE OF TEXAS
COUNTY OF MONTGOMERY

THIS CONTRACT is made this 15th day of July, 2016, by and between the Political Subdivision of Lone Star College System, hereinafter called "Political Subdivision," and Montgomery County, Texas, by its County Election Officer, Suzie Harvey, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to hold a November 8, 2016 Joint Election with all participating Political Subdivisions in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. RECITALS. Contracting Officer is the Elections Administrator of Montgomery County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Montgomery County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Montgomery County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its November 8, 2016 Election. Montgomery County’s certified Hart InterCivic eSlate Voting System Version 6.2.1 electronic voting equipment is to be used in the November 8, 2016 Joint Election, hereinafter called "Joint Election."

2. DUTIES AND SERVICES OF CONTRACTING OFFICER. Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Determine the number of election officials and voting equipment units needed for each polling location. Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Montgomery County Commissioners’ Court and the County Election Board or recommended by Contracting Officer, as applicable. Montgomery County or Contracting Officer, as applicable, will make emergency appointments of election officials if necessary.

(b) Conduct necessary training of election officials or arrange for training through a third party. Notify all early voting and election day officials of the date, time, and place thereof.

(c) Arrange for the use of early voting locations per the attached Exhibit A and election day polling locations per the attached Exhibit B. If the need arises for emergency replacement polling location(s), make necessary alternate arrangements and notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Assemble and edit lists of registered voters to be used in conducting the election in conformity
with the boundaries of Political Subdivision and the election precincts established for the election. The election day list of registered voters shall be arranged in alphabetical order by voting precinct in lieu of alphabetical order by political entity.

(e) Prepare and test all electronic voting equipment, format ballot styles, record audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for the Joint Election. Process, print, mail or email, as applicable, and tabulate ballots for any eligible voter who applies for a mail ballot including all eligible Federal Post Card Application voters. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law through the Montgomery County Elections Public Information web access program.

(g) Publish legal notice of the date, time, and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment. Publish a joint election notice one time in English and Spanish in Montgomery County newspaper(s).

(h) Arrange for the early voting ballot board, signature verification committee if applicable, tabulation personnel, and all personnel, equipment, and supplies needed at central counting station. Tabulate early voting and election day results, including paper ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election through the Montgomery County Elections Public Information web access program.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide the required temporary storage and permanent storage of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) Pursuant to Section 127.201(g) of the Texas Election Code, the requirement to conduct the partial manual count of electronic voting system ballots does not apply to a voting system that uses direct recording electronic machines (DREs). Montgomery County uses only DREs and qualifies for the exemption under this section, thereby also qualifying the participating Political Subdivisions for the exemption. This exemption must be recorded with the Office of the Secretary of State in accordance with instructions provided by that agency.

If the exemption is revoked for any reason, Contracting Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code if required for the County election or if Political Subdivision provides Contracting Officer precincts and races ordered by the Secretary of State to be manually counted. Contracting Officer shall deliver a written report
of the results of any such count to the Office of the Secretary of State as required by Section 127.201(e) of the Texas Election Code and to Political Subdivision in a timely manner.

(m) Place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. **DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling Political Subdivision’s election which are required by the Texas Election Code and/or the Political Subdivision’s governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with all participating Political Subdivisions for the purpose of sharing election equipment, election officials, county precinct polling locations, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Adopt the election day precinct polling locations on the attached Exhibit B for each county voting precinct that is within its jurisdictional boundaries as listed on the Exhibit B. Timely confirm the accuracy of its street boundaries and precincts.

(d) If required, prepare any necessary preclearance submission on all voting changes made by Political Subdivision and timely submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.

(e) Prepare, post and publish all required election notices for Political Subdivision with the exception of the joint election notice and the notice of the public test which Contracting Officer shall publish. In addition, if polling locations for Joint Election are different than those for Political Subdivision’s previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the polling location has changed and shall provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless Contracting Officer has posted notice of the change at that location for Joint Election. Educate the voters in Political Subdivision as much as possible about early voting dates, times, and locations and election day polling locations.

(f) Confirm with Contracting Officer its boundaries, county voting precincts, and street details within those boundaries. If boundaries are not defined properly within Montgomery County Elections voter registration database, maps and street lists with block ranges and odd/even/both indicators must be provided to Contracting Officer. Proof and approve all programming work done for the jurisdiction according to the Exhibit C Timetable.

(g) Deliver to Contracting Officer, according to the attached Exhibit C Timetable, an Entity Fact
Sheet, Ballot Template with Spanish translations, candidate names or measures, and the order in which all items are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Review ballot proofs and approve by signature within deadlines provided.

(h) Appoint Contracting Officer as Early Voting Clerk to receive applications for ballot by mail at Mail - P O Box 2646, Conroe, Texas 77305-2646; Email - election.ballot@mctx.org; or Fax - (936) 788-8340

All requests for early voting ballots to be voted by mail that are received by Political Subdivision must be forwarded in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed to Contracting Officer for all processing.

(i) Appoint election officials as appointed by Montgomery County Commissioners’ Court and the County Election Board or recommended by Contracting Officer, as applicable.

(j) If requested, assist Contracting Officer with recruiting bilingual poll workers and provide documentation of Political Subdivision’s efforts if requested by the U.S. Department of Justice.

(k) If candidate information packet is provided to Political Subdivision by Contracting Officer, distribute to all candidates at time of candidate filing or in another appropriate manner.

(l) Pay additional costs incurred by Contracting Officer for a recount, election contest, newly ordered election, or a runoff election, if required, unless prohibited by law.

(m) Record the exemption from the partial manual count pursuant to Section 127.201(g) of the Texas Election Code with the Secretary of State in accordance with the instructions provided by that agency, unless the exemption for voting systems that use only DREs is revoked. If the exemption is revoked, immediately forward to Contracting Officer any information received from the Secretary of State regarding a manual count of precincts and races or a waiver of the manual count. Contracting Officer must receive this information on the same day received by Political Subdivision because of the short deadline for Contracting Officer to begin the process.

(n) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State unless both parties agree that Contracting Officer will submit precinct reports to the Secretary of State.

(o) Pay a deposit of 60% of its estimated cost per the Exhibit D Cost Estimate to Montgomery County Elections Administrator P O Box 2646, Conroe, Texas 77305-2646.

Checks shall be received by Contracting Officer on or before the deadline in Exhibit C Timetable. Pay the balance for conducting said election within thirty days from the date of final invoice. All payments shall be made from current revenues available to Political Subdivision. If the amount owed for conducting the election is less than the deposit paid by Political Subdivision, Contracting Officer shall refund the overpayment in a prompt manner.
4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies, and equipment in accordance with the attached Exhibit D Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may reduce costs for each entity, and election cancellations may increase costs for each remaining entity. It is understood that other political entities may wish to participate in the use of the County’s electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses plus a 10% administrative fee may be charged to Political Subdivision.

5. **GENERAL CONDITIONS.**

(a) The parties agree that the timing is critical for all duties in this Agreement. Failure to adhere to any deadline in the Exhibit C Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer’s duties and obligations to conduct Political Subdivision’s election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Timetable is critical because of Montgomery County’s obligation to complete all programming and testing, process, print, and mail or email, as applicable, any military and overseas ballots by state and federal deadlines, and conduct federal, state, county, and/or other contracted elections, as applicable.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and hire necessary temporary personnel to perform contracted duties. Part-time and seasonal personnel will be compensated at the hourly rate set by Montgomery County.

(c) Pursuant to Section 31.100(d) of the Texas Election Code, Contracting Officer may not be personally compensated for election services performed under this Agreement. In accordance with Section 31.100(e) of the Texas Election Code, only costs for contractual duties performed by full-time county employees outside of normal business hours will be allocated to Political Subdivision under this Agreement.

(d) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will take every possible action to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(e) The county early voting sites as per the attached Exhibit A will be used for the Joint Election. Any eligible Montgomery County voter in the Joint Election may vote early by personal appearance at any one of the joint early voting locations in Exhibit A.

(f) Montgomery County Elections Department is contracting with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot that contains all races and measures in the Joint Election for which the voter is eligible at the address and in the precinct of the voter’s current registration in Montgomery County. One joint voter sign-in process consisting of a common list
of Montgomery County registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(g) In accordance with Section 31.099 of the Texas Election Code, Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Montgomery County not later than the 10th day from receipt of the fully executed Agreement by Contracting Officer.

(h) Montgomery County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, it shall make such arrangements separate from this Agreement.

(i) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(j) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to participate in Joint Election. If Political Subdivision’s election is canceled after the deadline in Exhibit C Timetable, a $200 contract preparation and processing fee will be assessed to Political Subdivision in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(k) Political Subdivision has the option of extending the applicable terms of this Agreement through its runoff election, if required. Political Subdivision shall be responsible for locating acceptable runoff polling locations, although Contracting Officer may assist. Political Subdivision may reduce the number of early voting locations and/or election day polling locations in a runoff election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the date must be acceptable to Contracting Officer and shall be coordinated with other participating entities. Costs will be allocated to the participating entities, plus a 10% administrative fee shall be charged. Political Subdivision shall be responsible for all orders, notices, and notice of election postings and publications required for its runoff, except the publication of the notice of public logic and accuracy test which Contracting Officer will publish.
The foregoing Election Services Agreement is made in Montgomery County, Texas, and is signed on the dates below.

MONTGOMERY COUNTY, TEXAS

July 15, 2016
Date Signed

By: Suzie Harvey, Elections Administrator
"Contracting Officer"
9159 Airport Road
Conroe, Texas 77303
Phone: (936) 539-7843 Fax: (936) 788-8340
suzie.harvey@mctx.org

Lone Star College System
"Political Subdivision"

Date Signed: 9/25/16

By: Helen Clougherty
Name: Helen Clougherty
Title: Vice Chancellor, Chief of Staff
Address: 5000 Research Forest Drive
City, State, Zip: The Woodlands, Texas 77381
Phone: 832-813-6718 Fax: 832-813-6570
Email: Helen.Clougherty@lonestar.edu

APPROVED AS TO FORM:

RYAN L. MORRIS
ASSISTANT GENERAL COUNSEL
LONE STAR COLLEGE SYSTEM

9/23/2016
EXHIBIT A
NOVEMBER 8, 2016 JOINT ELECTION
EARLY VOTING POLLING LOCATIONS AND TIMES

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<tr>
<th>Date</th>
<th>Day</th>
<th>Time</th>
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<tr>
<td>October 24 – 28</td>
<td>Monday – Friday</td>
<td>8:00 am – 5:00 pm</td>
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<td>October 29</td>
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<td>October 30</td>
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<tr>
<td>October 31 – November 4</td>
<td>Monday – Friday</td>
<td>7:00 am – 7:00 pm</td>
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Lee G. Alworth Building
(Main Early Voting Polling Place)
207 West Phillips Street - Conroe, Texas 77301

Magnolia Community Building
422 Melton Street - Magnolia, Texas 77354

South County Community Building
2235 Lake Robbins Drive - The Woodlands, Texas 77380

North Montgomery County Community Center
600 Gerald Street - Willis, Texas 77378

East County Courthouse Annex
21130 U. S. Highway 59 South - New Caney, Texas 77357

Lone Star Community Center
2500 Lone Star Parkway - Montgomery, Texas 77356

George and Cynthia Woods-Mitchell Library
8125 Ashlane Way - The Woodlands, Texas 77382

Election Central
(Limited Ballots, Special Forms of Early Voting and Ballot by Mail only)
9159 Airport Road - Conroe, Texas 77303

7/15/2016
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<th>Pct</th>
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<td>Willis Community Building</td>
<td>109 West Mink Street</td>
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<td>The Woodlands High School 9th Grade Campus</td>
<td>10010 Branch Crossing Drive</td>
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<td>Copperwood Apartment Building</td>
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<td>Longstreet Community Building</td>
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<td>New Caney Elementary School</td>
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<td>Dobbin Community Center</td>
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<td>Woodforest Church</td>
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<td>Crippen Elementary School</td>
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<td>Montgomery City Hall</td>
<td>101 Old Plantersville Road</td>
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<td>Riverside Club House</td>
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<td>Decker Prairie Elementary School</td>
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<td>Needham Fire Department Station 64</td>
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# Montgomery County Elections

## Exhibit B

### Single Member College

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* Jurisdiction Occupies only a part of the Precinct
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</tr>
<tr>
<td>*40</td>
<td>Cryar Intermediate School</td>
<td>717</td>
<td>4,915</td>
<td>5,632</td>
<td>*40</td>
</tr>
<tr>
<td>*41</td>
<td>Splendora Junior High School</td>
<td>286</td>
<td>3,130</td>
<td>3,416</td>
<td>*41</td>
</tr>
<tr>
<td>*42</td>
<td>Moorhead Junior High School</td>
<td>90</td>
<td>749</td>
<td>839</td>
<td>*42</td>
</tr>
<tr>
<td>*43</td>
<td>Panorama Village City Hall</td>
<td>319</td>
<td>2,410</td>
<td>2,729</td>
<td>*43</td>
</tr>
<tr>
<td>*44</td>
<td>Lone Star Convention Center</td>
<td>428</td>
<td>2,129</td>
<td>2,557</td>
<td>*44</td>
</tr>
<tr>
<td>*50</td>
<td>Far Hills Utility District Building</td>
<td>331</td>
<td>3,118</td>
<td>3,449</td>
<td>*50</td>
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<tr>
<td>*51</td>
<td>Central Library</td>
<td>667</td>
<td>2,049</td>
<td>2,716</td>
<td>*51</td>
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<tr>
<td>*52</td>
<td>New Caney ISD Annex</td>
<td>9</td>
<td>9</td>
<td></td>
<td>*52</td>
</tr>
<tr>
<td>*53</td>
<td>Woodbranch City Hall</td>
<td>304</td>
<td>2,770</td>
<td>3,074</td>
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<td>*54</td>
<td>Peach Creek Baptist Church</td>
<td>167</td>
<td>1,438</td>
<td>1,605</td>
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<tr>
<td>*55</td>
<td>Austin Elementary School</td>
<td>123</td>
<td>1,017</td>
<td>1,140</td>
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</tr>
<tr>
<td>*56</td>
<td>The Woodlands Emergency Training Center</td>
<td>701</td>
<td>4,987</td>
<td>5,688</td>
<td>*56</td>
</tr>
<tr>
<td>*57</td>
<td>Calvary Road Baptist Church</td>
<td>268</td>
<td>2,204</td>
<td>2,472</td>
<td>*57</td>
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<tr>
<td>*60</td>
<td>Montgomery County Juvenile Facility</td>
<td>210</td>
<td>1,476</td>
<td>1,686</td>
<td>*60</td>
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<tr>
<td>*64</td>
<td>Whispering Pines Baptist Church</td>
<td>208</td>
<td>1,835</td>
<td>2,043</td>
<td>*64</td>
</tr>
<tr>
<td>*73</td>
<td>Conroe Public Works Service Center</td>
<td>154</td>
<td>1,347</td>
<td>1,501</td>
<td>*73</td>
</tr>
<tr>
<td>*75</td>
<td>Windsor Hills Homeowners' Association Club House</td>
<td>433</td>
<td>1,950</td>
<td>2,383</td>
<td>*75</td>
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<tr>
<td>*76</td>
<td>Westwood Landowners' Association Building</td>
<td>309</td>
<td>3,059</td>
<td>3,368</td>
<td>*76</td>
</tr>
<tr>
<td>*77</td>
<td>April Sound Church</td>
<td>4</td>
<td>37</td>
<td>41</td>
<td>*77</td>
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<tr>
<td>*81</td>
<td>Mitchell Intermediate School</td>
<td>148</td>
<td>424</td>
<td>572</td>
<td>*81</td>
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<tr>
<td>*83</td>
<td>Security Community Building</td>
<td>120</td>
<td>1,109</td>
<td>1,229</td>
<td>*83</td>
</tr>
<tr>
<td>*85</td>
<td>Northridge Baptist Church</td>
<td>349</td>
<td>2,761</td>
<td>3,110</td>
<td>*85</td>
</tr>
<tr>
<td>*86</td>
<td>Living Branch Church</td>
<td>284</td>
<td>4,036</td>
<td>4,320</td>
<td>*86</td>
</tr>
</tbody>
</table>

* Jurisdiction Occupies only a part of the Precinct
# Montgomery County Elections

## Exhibit B

### Lone Star College District 7

<table>
<thead>
<tr>
<th>PCT</th>
<th>Polling Location</th>
<th>Suspense</th>
<th>Active</th>
<th>Total</th>
<th>PCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>90</td>
<td>Woodforest Homefinder Lodge</td>
<td>26</td>
<td>768</td>
<td>794</td>
<td>30</td>
</tr>
</tbody>
</table>

|       |                       | 13,641   | 103,911| 117,552| 45  |

* Jurisdiction Occupies only a part of the Precinct
November 8, 2016
Montgomery County Joint Election
Exhibit C – Timetable
Revised 9/20/2016

The Participating Entities agree that timing is critical, and failure to adhere to this Timetable without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer’s duties and obligations to conduct Political Subdivision’s election under this Agreement.

The dates in this Exhibit C - Timetable that pertain to deadlines provided by statute are for convenience only and are not to be considered legal advice. Refer to the website of the Texas Secretary of State [http://www.sos.texas.gov/elections](http://www.sos.texas.gov/elections) for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity and election. Comply with all requirements for orders, postings and notices for your Political Subdivision and election.

**Notices**
Contracting Officer will provide the publication in English and Spanish of:

- public notice of the date, time, and place of the logic and accuracy test and first test of automatic tabulating equipment in *The Courier* and
- one notice of joint election in Montgomery County newspaper(s).

**Immediately**
If your entity is not listed on Exhibit B, has “Need to Confirm Streets” indicated on Exhibit B, has annexed territory, or has made any boundary changes, you must contact Contracting Officer at Suzie.Harvey@mctx.org and Matt.Murray@mctx.org immediately. Streets and block ranges in your jurisdictional boundaries must be defined, and this process can be lengthy. An Approval Form for streets must be signed by **August 15, 2016,** in order for you to participate in the Joint Election.

**August 5, 2016**
Entity Fact Sheet due.

**Electronic Ballot Template** (without candidate names) due. This must be emailed in a Word Document on our Ballot Template Form to Suzie.Harvey@mctx.org and Jason.Lay@mctx.org. Email candidate names separately, immediately following the Candidate Filing deadline. Email the order of candidates on the ballot immediately following your ballot position drawing.

**August 9, 2016**
Deadline to email Suzie.Harvey@mctx.org notification of participation in Joint Election, even if your election might be canceled if it is uncontested. We are unable to accommodate anyone who responds late. If notice is not received by this date, political subdivision will not be included in future correspondence regarding the Joint Election or in the Exhibit D - Cost Estimate.
August 22, 2016
Deadline to order an election, unless otherwise provided by statute. Please forward a copy of your Order of Election to Contracting Officer.

5:00 PM - Candidate Filing deadline, unless otherwise provided by statute.*
*Schedule your ballot position drawing as soon as possible, but no later than the Candidate Withdrawal deadline, and email the order of candidates on the ballot (see entry under August 29).
Notice of ballot position drawing must be posted for 72 hours immediately preceding drawing.

Political subdivision other than a city: The authority conducting the ballot position drawing must mail written notice of the date, hour, and place of the drawing to candidates not later than the fourth day before the drawing.

City: On receipt of a candidate’s written request accompanied by a stamped, self-addressed envelope, the authority conducting the ballot position drawing must mail written notice of the date, hour, and place of the drawing to the candidate.

5:15 PM - Deadline to notify Suzie.Harvey@mctx.org whether Political Subdivision has a contested election, for an election with candidate race(s). Political subdivision will not be included in the Joint Election if we do not receive notice.

5:15 PM - Deadline to email candidate names exactly as they are to be printed on the ballot.

August 26, 2016
12:00 PM - Deadline to email phonetic pronunciation of all candidate names that are not obvious, which will be used for the ballot audio recording.
5:00 PM - Write-In Declaration Filing deadline, unless otherwise provided by statute.*
5:15 PM – If a Write-In causes election to be contested, deadline to notify Suzie.Harvey@mctx.org.
5:15 PM - Deadline to email the names of Write-In candidates.
5:15 PM – If election is uncontested as of 5:00 PM on this date, Deadline to cancel election with Contracting Officer and incur no fees under this Agreement. If election is contested as of this date, but a candidate withdrawal after this date causes election to be uncontested, no charges will be assessed if Contracting Officer is notified of cancellation on the date of the withdrawal.

August 29, 2016
5:00 PM - Candidate Withdrawal deadline, unless otherwise provided by statute.
5:15 PM - Deadline to email Suzie.Harvey@mctx.org withdrawals or election cancellation.
5:15 PM – If a candidate withdrawal on this date causes election to be uncontested, Deadline to cancel election with Contracting Officer and incur no fees under this Agreement.

7:00 PM - Deadline to email order of candidates on ballot (please email it as soon as it is available, if sooner than the deadline).

Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The Participating Entities must adhere to deadlines in order for our office to meet the Federal and/or State deadlines to mail or email, as applicable, any military and overseas ballots.
September 2, 2016
Deadline to receive executed Election Services Agreement and Joint Election Agreement by mail, delivery (addresses on last page), or email Suzie.Harvey@mctx.org.

September 9, 2016
Deadline to receive copy of Order of Election.

September 19, 2016
8:00 AM - Public Logic and Accuracy Test and First Test of Automatic Tabulating Equipment held at Election Central, 9159 Airport Road, Conroe, Texas 77303.

October 11, 2016
Last day to register to vote for the November 8, 2016 Election.

October 20, 2016
Deadline to receive deposit – 60% of estimated cost on official Exhibit D - Cost Estimate, payable to Montgomery County Elections Administrator (addresses on last page).

October 24 – November 4, 2016
Early Voting period.

October 28, 2016
Last day to accept applications for early voting ballot by mail and Federal Post Card Applications. The Early Voting Clerk may now receive applications beginning at any time during the calendar year, but no later than this date.

Applications for ballot by mail should be sent to:

<table>
<thead>
<tr>
<th>Mail</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suzie Harvey</td>
<td>(936) 788-8340</td>
<td><a href="mailto:Election.Ballot@mctx.org">Election.Ballot@mctx.org</a></td>
</tr>
<tr>
<td>Elections Administrator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P. O. Box 2646</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conroe, TX 77305-2646</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Any applications received by Participating Entity must be delivered in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed or delivered in person to Contracting Officer for all processing.

November 7, 2016
If applicable, last day to post notice at the entrance to any polling place from Political Subdivision’s preceding election that is different from the polling place used for this election and provide the location of the new polling place pursuant to Texas Election Code Section 43.062.
Tuesday, November 8, 2016
7:00 AM to 7:00 PM - Election Day

November 14, 2016
Deadline to receive ballots mailed from overseas.

Canvass Dates
Dates set by law to conduct official local canvass of returns are November 16 - 22, but it is recommended that you schedule your canvass date for November 19 - 22.

The Early Voting Ballot Board may be processing provisional ballots and overseas mail ballots as late as November 14 - 18. Canvass reports will be emailed as soon as possible, but they might not be available until November 18.

December 8, 2016
Deadline to file electronic Precinct By Precinct returns with the Texas Secretary of State.

30 days from date of Final Invoice
Pay balance due for election services. Checks should be made payable to: Montgomery County Elections Administrator.

September 9, 2018
First day that non-permanent election records* may be destroyed IF no contest or criminal investigation has arisen and IF no open records request has been filed.

*Permanent Records: (Sec. 66.001, 67.004, 67.006, Texas Election Code)
Election results in tabulated form must be preserved as a permanent record in the election register for each local canvassing authority by:

City: the city secretary
Political subdivision other than a county or city: the secretary of the governing body or, if there is no secretary, the presiding officer of the governing body

Candidate Applications must be retained by the governing body for two years after the date of the election (Sec. 141.036, Texas Election Code).

Suzie Harvey
Montgomery County Elections Administrator

Email
Suzie.Harvey@mctx.org

Mail
P. O. Box 2646
Conroe, TX 77305-2646

Delivery
9159 Airport Road
Conroe, TX 77303
### Estimated Cost

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Units</th>
<th>Per Unit</th>
<th>Estimate</th>
<th>Equity Shared</th>
<th>Pro Rata</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early Voting Poll Workers</td>
<td>7</td>
<td>$21,100</td>
<td>$147,700</td>
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<tr>
<td>Election Day Judges</td>
<td>50</td>
<td>$240</td>
<td>$12,000</td>
<td>$12,000</td>
<td>$12,000</td>
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<tr>
<td>Election Day Clerks</td>
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<td>$170</td>
<td>$111,150</td>
<td>$111,150</td>
<td>$111,150</td>
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<tr>
<td>Full time staff overtime</td>
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<td></td>
<td>$75,000</td>
<td>$75,000</td>
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<tr>
<td>Temporary/Seasonal workers</td>
<td></td>
<td></td>
<td>$125,000</td>
<td>$125,000</td>
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<tr>
<td><strong>Total Personnel Cost</strong></td>
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<td></td>
<td><strong>$478,850</strong></td>
<td><strong>$478,850</strong></td>
<td><strong>$131,250</strong></td>
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<table>
<thead>
<tr>
<th>Equipment and Location Rental</th>
<th>Units</th>
<th>Per Unit</th>
<th>Estimate</th>
<th>Equity Shared</th>
<th>Pro Rata</th>
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<tbody>
<tr>
<td>Electronic Election Equipment</td>
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<td>$250</td>
<td>$215,500</td>
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<td>DAU</td>
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<tr>
<td>JBC</td>
<td>145</td>
<td>$250</td>
<td>$36,250</td>
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<tr>
<td>Early Voting Cell Phones &amp; Samsung Tablets</td>
<td>19</td>
<td>$100</td>
<td>$1,900</td>
<td>$1,900</td>
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</tr>
<tr>
<td>Technician, Help Desk, and Election Day Cell Phones and Samsung Tablets</td>
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<td>$50</td>
<td>$5,900</td>
<td>$5,900</td>
<td>$4,500</td>
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<tr>
<td>Voter Registration computer, fax, label printer, scanners, card reader, and locking</td>
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<td>$300</td>
<td>$6,900</td>
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<tr>
<td>Election Day polling location rental and charges</td>
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<td></td>
<td>$300</td>
<td>$300</td>
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<tr>
<td><strong>Total Equipment and Location Rental Cost</strong></td>
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<td></td>
<td><strong>$311,100</strong></td>
<td><strong>$311,100</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Services and Supplies</th>
<th>Units</th>
<th>Per Unit</th>
<th>Estimate</th>
<th>Equity Shared</th>
<th>Pro Rata</th>
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<tbody>
<tr>
<td>Delivery and pickup of equipment by moving company</td>
<td>97</td>
<td>$120</td>
<td>$11,640</td>
<td>$640</td>
<td>$10,800</td>
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<tr>
<td>Mileage</td>
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<td></td>
<td>$1,500</td>
<td>$1,500</td>
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<tr>
<td>Publication of notices - public test and joint election, election advertising</td>
<td></td>
<td></td>
<td>$8,000</td>
<td>$8,000</td>
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<tr>
<td>Supply Kits Early Voting</td>
<td>7</td>
<td>$100</td>
<td>$700</td>
<td>$700</td>
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<tr>
<td>Election Day including Early Voting Ballot Board and Central Counting</td>
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<td>$50</td>
<td>$4,600</td>
<td>$100</td>
<td>$4,500</td>
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<tr>
<td>Ballot By Mail - Ballot By Mail envelopes, forms, printing of ballots, postage</td>
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<td>$3</td>
<td>$45,000</td>
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<tr>
<td>Poll Book paper and printing expenses</td>
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<td>$6</td>
<td>$540</td>
<td>$540</td>
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<tr>
<td>Miscellaneous items</td>
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<tr>
<td><strong>Total Services and Supplies Cost</strong></td>
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<td></td>
<td><strong>$73,180</strong></td>
<td><strong>$57,880</strong></td>
<td><strong>$15,300</strong></td>
</tr>
</tbody>
</table>

| Total Costs | | | **$863,230** | **$487,130** | **$376,100** |
| Adjusted Total Costs* | | | **$863,230** | **$487,130** | **$376,100** |
| Divided by Number of Precincts | 321 County Precincts | 90 Election Day Precincts |
| Per Precinct Amount | | | **$1,518** | **$1,518** | **$1,179** |
## Estimated Cost

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Number of County Precincts</th>
<th>Number of Voting Precincts</th>
<th>Election Day Precincts Pro Rate Searched</th>
<th>Number of Ballots</th>
<th>Election Processing and Tabulating ($100 x # of County Precincts)</th>
<th>Voter Programming and Testing ($100 x # of County Precincts)</th>
<th>Equally Shared Costs ($100 x # of County Precincts)</th>
<th>Pro Rate Cost ($100 x # of County Precincts)</th>
<th>Shared Costs + Programming and Tabulating</th>
<th>Tally</th>
<th>Plus 10% Admin. Cost</th>
<th>Total Estimated Cost</th>
<th>Deposit (60%)</th>
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</thead>
<tbody>
<tr>
<td>Montgomery County</td>
<td>90</td>
<td>50</td>
<td>27,442</td>
<td>32</td>
<td>$2,500</td>
<td>$500</td>
<td>$9,000</td>
<td>$136,602</td>
<td>$174,669</td>
<td>$200,104</td>
<td>$265,094</td>
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<td></td>
</tr>
<tr>
<td>Montgomery County Hospital</td>
<td>90</td>
<td>50</td>
<td>27,442</td>
<td>4</td>
<td>$1,500</td>
<td>$500</td>
<td>$9,000</td>
<td>$136,602</td>
<td>$174,669</td>
<td>$200,104</td>
<td>$265,094</td>
<td>$265,094</td>
<td></td>
</tr>
<tr>
<td>Lone Star College System</td>
<td>80</td>
<td>80</td>
<td>28,785</td>
<td>3</td>
<td>$1,500</td>
<td>$500</td>
<td>$9,000</td>
<td>$137,440</td>
<td>$176,420</td>
<td>$201,364</td>
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<td>New Caney ISD</td>
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<td>2,492</td>
<td>2</td>
<td>$1,500</td>
<td>$500</td>
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<td>$23,100</td>
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<td>$19,501</td>
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<tr>
<td>Splendora ISD</td>
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<td>5</td>
<td>960</td>
<td>2</td>
<td>$1,500</td>
<td>$500</td>
<td>$9,000</td>
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<td>$16,150</td>
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<tr>
<td>Tomball ISD</td>
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<td>3</td>
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<td>$500</td>
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<td>$17,940</td>
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<td>Willis ISD</td>
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<td>2,533</td>
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<td>$30,390</td>
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<td>$19,090</td>
</tr>
<tr>
<td>City of Patton Village</td>
<td>2</td>
<td>2</td>
<td>310</td>
<td>3</td>
<td>$1,500</td>
<td>$500</td>
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<td>$2,690</td>
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<td>City of Huffman Forest</td>
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<td>143</td>
<td>2</td>
<td>$1,500</td>
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<td>$2,630</td>
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<td>$3,390</td>
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<tr>
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<td>24</td>
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<td>4</td>
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<td>$9,000</td>
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<td>$1,515</td>
<td>$1,920</td>
<td>$2,410</td>
<td>$2,410</td>
<td>$1,450</td>
</tr>
</tbody>
</table>

| Number of Precincts         | 321                        | 90.0                       |                                       |                   |                                                               |                                                                |                                                               |                                                               |                                                               |                   |                   |                   |               |
| Number of Jurisdictions     | 15                         | 15.0                       |                                       |                   |                                                               |                                                                |                                                               |                                                               |                                                               |                   |                   |                   |               |
MONTGOMERY COUNTY ELECTION SERVICES AGREEMENT
Description of Services

Election Programming and Audio - Fee for Hart BOSS, BALLOT NOW, and TRANS hardware and software, BOSS programming, ballot formatting and creation of precinct ballot styles, BALLOT NOW programming and testing of paper ballots, English and Spanish audio for DAU units, burning election memory cards and audio cards.

Voter Registration Programming and Testing - Cost per county voting precinct within jurisdictional boundaries of political entity. Programming to assign ballot style and plan code to each voter. Programming to link registered voters to early voting intranet system and poll books. Testing of all pan codes and ballot formats and assignment of all eligible voters to proper jurisdictions, internal round trip testing, and logic and accuracy testing. Web page programming and lvr telephone system programming to link voter database, if applicable.

Tally - Fee for Hart BALLOT NOW, TALLY and SERVO hardware and software. Tabulation of early voting, election day, and provisional ballots. Scanning, resolution and tabulation of paper ballots, including ballot by mail and limited ballots. Printing of ballots for manual count, if applicable. Programming of custom tally reports, early voting reports, absentee reports, election night reports, web reporting, canvassing reports, archiving cast vote records on all three sources, running audits of all equipment.

Personnel Cost
Salaries include applicable social security and retirement chargeback, overtime, training attendance, and fee paid to early voting and election day poll workers for pickup and delivery of JBC and supplies.

Full time staff overtime includes hours worked outside of regular County working hours for election preparation, early voting, election day, and post election.

Temporary/Seasonal workers include personnel for election equipment preparation and backup, election supply and kit preparation, ballot by mail processing, testing, voter registration, administrative assistance, training sessions, Early Voting Ballot Board, field technicians, phone bank, technical help desk, and Central Counting Station.

Equipment and Location Rental
The eState is an electronic voting unit without accessible components. DAU is Disabled Accessible Unit. JBC is Judge's Ballot Controller. Section 123.032(d) of the Texas Election Code allows a rental fee of 10% of the equipment purchase price per day. The 10% fee is charged once for each piece of equipment used in the election instead of the allowable daily charge.

Voter registration computer, fax, label printer, scanners, card reader, and locking cabinets.

Samsung Tablets are programmed with all necessary information for each eligible registered voter for the election such as DOB, address, ballot style, voting precinct and status such as suspense, voted early, or ballot mailed. These are used at early voting sites and election day polling places in the event of power or computer failures or for voters who arrive at an incorrect precinct. The voter can be researched and told his proper polling location. Cell phone rental and all minutes usage is included.

Services and Supplies
Mileage - For field technicians, early voting setup and training, purchasing, transport of training equipment, post office trips, etc.

Supply Kits - Includes all forms, manuals, reference materials, DVD, signs, custom election maps, postings, envelopes, JBC and DRE seals and supplies, provisional envelopes and ballot bags, poll lists, election paperwork and custom envelopes, pens, name tags, flags, etc.

Early voting kits - Above items for multiple items plus fax paper and cartridges, Dymo label for each voter, nightly seals and paperwork, equipment batteries, and site supplies specific to early voting.

Miscellaneous items - CDs, postage, copies, early voting and temporary payroll expenses, supplies, stationery, sample ballots and other voter education information, check processing and mailing, storage of all official election records for applicable required period pursuant to the Texas Election Code. Election related services from other county departments including IT, Auditor, Treasurer, Human Resources, Custodial, Purchasing, County Attorney. Cost of damaged or lost equipment may be added to this base amount.

Administrative fee - Election Services Contract administration fee per Texas Election Code Section 31.100(d).
Joint Election Agreement

WHEREAS, Montgomery County, Texas ("County") and the undersigned Political Subdivisions (collectively referred to hereinafter as "Participating Entities") will each hold an election on November 8, 2016; and,

WHEREAS, Montgomery County Elections Administrator, Suzie Harvey, as Montgomery County’s Election Officer, has entered into separate Election Services Agreements with each of the undersigned Participating Entities wherein the County’s Election Officer will administer elections occurring on November 8, 2016, to be held in precincts in Montgomery County, as authorized under Subchapter D of Chapter 31 of the Texas Election Code ("Election Services Agreements"); and

WHEREAS, the County and all of the Participating Entities desire to enter into a Joint Election Agreement for the purpose of sharing election equipment, election officials, precinct polling locations, and electronic voting equipment where appropriate.

NOW, THEREFORE, Participating Entities enter this Joint Election Agreement under the terms that follow:

I. Scope of Joint Election Agreement

The County and other Participating Entities enter this Joint Election Agreement ("Agreement") for the purpose of jointly conducting elections to be held on November 8, 2016.

II. Appoint Election Officer

The Participating Entities appoint Suzie Harvey, Montgomery County Elections Administrator ("Contracting Officer"), to serve as the Election Officer to perform the duties and responsibilities of Election Officer itemized in the Election Services Agreements for the November 8, 2016 Joint Election.

III. Early Voting and Election Day

Early voting and election day voting shall be held in common precincts where appropriate, at the dates, times, and locations adopted by Montgomery County Commissioners’ Court and/or authorized and ordered by the governing body of each Participating Entity.

IV. Joint Election Costs; Adjustment of Costs in the Event of Cancellation of Election; Payment

The estimated election expenses for each Participating Entity, including administrative costs and expenses for facilities, personnel, supplies, equipment, and training, are reflected in the Exhibit D - Cost Estimate incorporated into each Election Services Agreement. The Participating Entities agree that they will be responsible for and will pay from budgeted funds their share of the actual election expenses attributable to each entity according to the table incorporated in the Election Services Agreements as the Final Invoice.
V. Reasonable Cooperation

The Participating Entities agree to reasonably cooperate with each other as is necessary to carry out the terms of this Agreement.

VI. Miscellaneous Provisions

1. This Agreement becomes effective with respect to each Participating Entity upon execution by that Participating Entity. The obligations of this Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and its respective Election Services Agreement, which costs are related to the November 8, 2016 election.

2. If for any reason Montgomery County or any other Participating Entity does not hold a November 8, 2016 Election, this Joint Election Agreement shall remain in effect between all remaining Participating Entities.

3. Notices given under this Agreement must be in writing and may be effected by hand delivery, fax, email, or by certified mail to the County and the Participating Entities at the addresses listed on their respective signature blocks below.

4. This Agreement may not be amended or modified except in writing executed by the County and the respective Participating Entity with whom the amendment or modification has been mutually agreed.

5. The obligations under this Agreement are performable in Montgomery County, Texas.

6. Venue for any dispute arising under this Agreement shall be in Montgomery County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

7. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Faxed signatures and/or electronic signatures shall have the same force and effect as an original signature.

IN TESTIMONY WHEREOF, this Agreement is executed between the County and each Participating Entity on the dates indicated below.

See attached signature page(s):
July 12, 2016

Date

Signature:
Printed Name and Title: Craig Doyal, County Judge
or Mike Meador, Commissioner, Precinct 1
Political Subdivision: Montgomery County, Texas
All correspondence to be directed to:
Montgomery County Election Officer
P. O. Box 2646
Conroe, Texas 77305-2646
Telephone: (936) 539-7843
Fax: (936) 769-8340
Email: suzie.harvey@mctx.org

Date 9/23/14

Signature:
Printed name: Helecl Cougherty
Title: Vice Chancellor, Chief of Staff
Political Subdivision: Lone Star College System
Address: 5000 Research Forest Drive
City, State, Zip: The Woodlands, Texas 77381
Telephone: (832) 813-6718
Fax: (832) 813-6570
Email: Helen.Cougherty@lonestar.edu

Date

Signature:
Printed name:
Title:
Political Subdivision:
Address:
City, State, Zip:
Telephone:
Fax:
Email:

Date

Signature:
Printed name:
Title:
Political Subdivision:
Address:
City, State, Zip:
Telephone:
Fax:
Email:

P:\2016.11 OB Election\Contracts\Agreements - Joint Election 2016.11 08.docx

APPROVED AS TO FORM:

RYAN L. MORRIS
ASSISTANT GENERAL COUNSEL
LONE STAR COLLEGE SYSTEM

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by

Deputy

JUL 12 2016
JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THE STATE OF TEXAS

COUNTY OF SAN JACINTO

THIS CONTRACT made by and between San Jacinto County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “County,” and the Lone Star College System, hereinafter referred to as “Political Subdivision,” pursuant to Sections 31.092 and 271.002, Texas Election Code, as amended, for a joint November 8, 2016, election to be administered by the County’s Elections Administrator.

RECITALS

WHEREAS, the County is holding a general election to elect federal, state, district, county, and precinct offices (at the expense of the County) on November 8, 2016.

WHEREAS, the Political Subdivision is holding a general trustee election (at the expense of the Political Subdivision) on November 8, 2016.

WHEREAS, the County owns an electronic voting system, the Election Systems & Software, Inc. iVotronic Touch Screen Voting System (the “Voting System”), which has been duly approved by the Secretary of State pursuant to Chapter 122, Texas Election Code, as amended, and is compliant with the accessibility requirements set forth by Section 61.012, Texas Election Code, as amended.

WHEREAS, the Political Subdivision requests that the County provide election services as outlined herein for the Political Subdivision’s General Trustee Election on November 8, 2016, including the use of the County’s electronic voting system and agrees to compensate the County for such services in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a “Joint Election” in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator of the County shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. The Political Subdivision agrees to pay the County for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County’s electronic voting system and polling places, and it is agreed that the County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. The Political Subdivision agrees that the County may enter into joint election agreements with other political subdivisions that may have territory
located partially or wholly within the boundaries of the Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county’s electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

The Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision’s governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the Political Subdivision, including translation to languages other than English. The Political Subdivision shall provide a copy of their respective election orders and notices to the Office of the Elections Administrator. The Political Subdivision shall prepare a submission to the United States Department of Justice for preclearance for any changes affecting voters or the Political Subdivision’s election, pursuant to the Voting Rights Act of 1965, as amended. The County shall provide necessary documentation for preclearance.

III. VOTING LOCATIONS

The Office of the Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the County. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the November 8, 2016 joint election are different from the polling place(s) used by the Political Subdivision in its most recent election, the Political Subdivision agrees to post a notice no later than October 29, 2016 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the Political Subdivision’s polling place names and addresses in effect for the November 8, 2016 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32, Texas Election Code, as amended. The County, in accordance with applicable provisions of the Texas Election Code, shall make emergency appointments of election officials if necessary. Upon request by the Elections Administrator, the Political Subdivision agrees to provide reasonable assistance in recruiting polling place officials who are bilingual (fluent in both English and Spanish).
The Office of the Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32, Texas Election Code, as amended, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by the County pursuant to Section 32.091, Texas Election Code, as amended. Pursuant to the provisions of Section 32.092, Texas Election Code, as amended, the election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County or the Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or the Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of County or Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision, unless considered a county employee as determined by the County's District Attorney.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, instructions and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a the Political Subdivision, the Elections Administrator may, at her discretion, order the maps and pass that charge on to the Political Subdivision or request that the Political Subdivision supply such maps at the expense of the Political Subdivision.

The Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority’s ballot is to be printed). This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by the Political Subdivision. The Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to the Political Subdivision’s candidates and/or propositions.
VI. EARLY VOTING

The Political Subdivision agrees to conduct joint early voting. The County will appoint a Joint Early Voting Clerk and Deputy Early Voting Clerks in accordance with Sections 31.097 and 271.006, Texas Election Code, as amended. The Political Subdivision agrees that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by the County pursuant to Section 83.052, Texas Election Code, as amended. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment “B” of this document. Any qualified voter of the Joint Election may vote early by personal appearance at the joint early voting location.

The Early Voting Clerk shall receive applications for early voting ballots to be voted by mail in the Political Subdivision’s general trustee election in accordance with Chapters 31 and 86, Texas Election Code, as amended. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

The County Election Board shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Board shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The County shall appoint the central counting station judge and the Elections Administrator shall appoint other central counting station officials.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. The Political Subdivision shall be responsible for the official canvass of its election.

The Elections Administrator shall be responsible for conducting the post-election partial manual recount required by Section 127.201, Texas Election Code, as amended, unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the Political Subdivision and the Secretary of State’s Office.
IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Political Subdivision agrees to pay a daily rental fee as stated in the Estimated Election Services Cost attached as Exhibit “C” for each Elections Systems & Software, Inc. iVotronic Touch Screen upon which its ballot appear and to pay its proportionate share of the costs of programming each Elections Systems & Software, Inc. iVotronic Touch Screen upon which its ballot appears. Voting System costs shared by the County, the Political Subdivision, and other political subdivisions shall be divided equally among the participants utilizing that polling place.

It is agreed that the daily rental fee charged for the County’s Election Systems & Software, Inc. iVotronic Touch Screen shall be divided equally among the participants utilizing each polling location.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053, Texas Election Code, as amended, or should it be later ruled that the election is not needed. The Political Subdivision is fully liable for any expenses incurred by the County on behalf of the Political Subdivision through the date that the County receives notice from the Political Subdivision of cancellation. Any monies deposited with the County by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010, Texas Election Code, as amended.

Access to the election records shall be available to the Political Subdivision as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058, Texas Election Code, as amended. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Political Subdivision.

XII. RECOUNTS

A recount may be obtained as provided by Title 13, Texas Election Code, as amended. The Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, or such other location as the Elections Administrator shall reasonably designate, and that the Elections Administrator, or her authorized delegate, shall serve as Recount Supervisor and the Political Subdivision’s official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.
The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount. The Political Subdivision is fully responsible for all actual costs of any recount. The Elections Administrator agrees that no additional administrative fee shall be charged for such recount.

XIII. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be a decrease in the pro-rata share to be paid to the County by the Political Subdivision.

2. The Elections Administrator shall file copies of this document with the San Jacinto County Treasurer and the San Jacinto County Auditor in accordance with Section 31.099, Texas Election Code, as amended.

3. The parties agree that under the Constitution and laws of the State of Texas, neither the County nor the Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in San Jacinto County, Texas.

5. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. The parties agree that early voting hours may be extended to include Saturday and/or Sunday hours if petitioned for such.

7. The parties agree that early voting may be conducted at branch locations if Commissioners Court orders.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be $__ (see Attachment C)__. The exact amount of the Political Subdivision's obligation under the terms of this
agreement shall be calculated after the November 8, 2016 election and the Political Subdivision shall pay to San Jacinto County the balance due within thirty (30) days after receipt of the final invoice from the Office of the Elections Administrator.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 20th day of August, 2016 been executed on behalf of San Jacinto County by the Elections Administrator pursuant to the Texas Election Code, so authorizing; and

(2) It has on the 30th day of August, 2016 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing.

San Jacinto County

By

Vicki Shelly
San Jacinto County Elections Administrator

Lone Star College System

By

Helen Clougherty
Vice Chancellor

APPROVED AS TO FORM

RE: L. MORRIS
ASSISTANT GENERAL COUNSEL
LONE STAR COLLEGE SYSTEM
ATTACHMENT A

ELECTION DAY POLLING PLACES

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on November 8, 2016, for voting in a General Election.
(El aviso se da por este medio que los lugares de las casillas electorales enumerados abajo estarán abiertos a partir desde 7:00 de la mañana hasta 7:00 de la tarde en el 8 día de Noviembre de 2014 para votar en una elección general.)

Box 5 Bear Creek / Prec 3
Bear Creek VFD
11550 FM 1725
Cleveland, TX

Box 14 Old Waverly / Prec 3
Old Waverly School Bldg
11 Lewis Ln
New Waverly, TX

*San Jacinto County now operates as a Vote Center County which provides all voters to vote at all open Polling locations on Election Day. Listed above are the “normal” Election Precinct Boxes for your ISD District.*
Extended Hours for Early Voting for
November 8, 2016, General Election

_Early Voting Location:_
Elections Building
51 E Pine Ave
Coldspring, TX 77331

_Dates and times:_
Monday, October 24th 7-7
Tuesday, October 25th 7-7
Wednesday, October 26th 8-5
Thursday, October 27th 8-5
Friday, October 28th 7-7
Saturday, October 29th 8-5
Monday, October 31st 8-5
Tuesday, November 1st, 8-7
Wednesday, November 2nd, 8-5
Thursday, November 3rd, 8-5
Friday, November 4th, 7-7

_ELECTION DAY_
November 8, 2016  7-7

ALL VOTER'S CAN VOTE IN ANY OPEN LOCATION!!
Horario extendido para el voto anticipado para el 8 de noviembre de 2016 elecciones generales el voto anticipado Ubicación:

Edificio de elecciones
51 E PINE AVE
COLDSPRING, Texas 77331

fechas y horarios:

Lunes, 24 de octubre 7-7
Martes, 25 de octubre de 7-7 el miércoles, 26 de octubre 8-5 el jueves, día 27 de octubre 8-5 el viernes, 28 de octubre 7-7
Sábado, 29 de octubre, 8-5
Lunes, 31 de octubre de 8-5 el martes, 1 de noviembre de 8-7 el miércoles, 2 de noviembre, 8-5
Jueves, 3 de noviembre de 8-5 el viernes, 4 de noviembre 7-7

El día de las elecciones

, el 8 de noviembre de 2016 7-7

todos los electores pueden votar en cualquier lugar abierto!!!
ATTACHMENT B

EARLY VOTING POLLING PLACES

SAN JACINTO COUNTY ELECTIONS ADMINISTRATION
51 EAST PINE AVENUE
COLDSPRING, TX 77331

EARLY VOTING TIMES: Lone Star College

Early Voting Site- Main Branch:

Elections Administration Building
51 E Pine Ave.
Coldspring, TX 77331

Monday, October 24, 2016 through Friday, October 29, 2016 from 8 a.m. to 4:30 p.m.
(Entre las horas de 8:00 de la mañana y 4:30 de la tarde que comienza del 24 día de Octubre del 2016 y
terminado del 29 día de Octubre del 2016.)

Monday, October 31, 2016 through Friday, November 4, 2016 from 8 a.m. to 4:30 p.m.
(Entre las horas de 8:00 de la mañana y 4:30 de la tarde que comienza del 31 día de Octubre del 2016 y
terminado del 4 día de Noviembre del 2016.)

Hours of Early Voting are still to be presented to commissioner's court for approval.

If petitioned, the hours and days of early voting may be changed to include Sunday hours and,
if petitioned may also be changed to require 12-hour days during the 2nd week of early voting.
**Estimated Costs**

**LONE STAR COLLEGE**  
**NOVEMBER 8, 2016 BOND ELECTION**

<table>
<thead>
<tr>
<th>ESTIMATED COST OF ELECTION</th>
<th>COST</th>
<th># OF USERS</th>
<th>PER ENTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Judges &amp; Clerks - EV &amp; ELECTION DAY</td>
<td>$1,872.00</td>
<td>1</td>
<td>$1,872.00</td>
</tr>
<tr>
<td>(EV-2 clerks @ $9.00 X 92= $1656.00)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ED-2 clerks @ $9.00 X 12= $216.00)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Publish legal notices for the Election and public testing</td>
<td>$250.00</td>
<td>2</td>
<td>$125.00</td>
</tr>
<tr>
<td>of equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping charges (PEBs, flashcards, etc.)</td>
<td>$100.00</td>
<td>2</td>
<td>$100.00</td>
</tr>
<tr>
<td>Programming cost from ES&amp;S (approx)</td>
<td>$2,000.00</td>
<td>2</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Early Voting Ballot Board</td>
<td>$250.00</td>
<td>2</td>
<td>$250.00</td>
</tr>
<tr>
<td>Central counting station costs</td>
<td>$290.00</td>
<td>2</td>
<td>$145.00</td>
</tr>
<tr>
<td>Election Day kits : printer tapes, supplies, etc.</td>
<td>$100.00</td>
<td>1</td>
<td>$100.00</td>
</tr>
<tr>
<td>Early Voting kits</td>
<td>$25.00</td>
<td>1</td>
<td>$25.00</td>
</tr>
<tr>
<td>Official ballot estimate - programming, printing</td>
<td>$50.00</td>
<td>1</td>
<td>$50.00</td>
</tr>
<tr>
<td>$25.00 delivery fee, each voting site</td>
<td>$25.00</td>
<td>1</td>
<td>$25.00</td>
</tr>
<tr>
<td>1 Early Voting iVotronics X $150.00 X 10 days used</td>
<td>$1,500.00</td>
<td>1</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>2 Election Day iVotronics X $150.00</td>
<td>$300.00</td>
<td>1</td>
<td>$300.00</td>
</tr>
<tr>
<td>10% Coding Costs</td>
<td>$150.00</td>
<td>1</td>
<td>$150.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$5,642.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Elections Administrator's assistance under Contract for  
Election Services for general overall supervision of election  
and advisory services- 10% Administrative  

$564.20

**Total Cost Estimate**  

$6,206.20

**Note: DRE Machine Maintenance & Repairs:**  
The county can hold the Political Subdivision responsible for any actual expenses for repairs for  
any damage that occurs while the DRE machines are in the entities possession that are not  
under the vendor's warranty.
Request: Consideration and Adoption of Order Declaring Unopposed Candidate Myriam Saldivar Elected as Trustee for District 6 on the Board of Trustees and Canceling the November 2016 Election for District 6 Only

Chancellor’s Recommendation: That the Board of Trustees adopt an order declaring unopposed candidate Myriam Saldivar elected as Trustee for District 6 on the Board of Trustees and canceling the November 2016 election for District 6 only.

Rationale: State election law, Board Policy Section 1.C.2.08, and the Board’s election order adopted at its meeting on August 4, 2016 all authorize the Board to declare unopposed candidates elected to office if:

a. a candidate whose name is to appear on the ballot is unopposed; and
b. no proposition is to appear on the ballot.

Ms. Saldivar’s candidacy is unopposed and there is no proposition on the ballot. Declaring her elected and canceling the currently scheduled election in District 6 would save the College funds that would otherwise be paid to Harris County to include this uncontested race on the ballot for voters in District 6. If the Board declares Ms. Saldivar elected, her term of office will begin at the same time as trustees chosen during this November’s election. The election will proceed in Districts 5 and 7 as originally ordered on August 4, 2016.

Fiscal Impact: The College will not have to spend funds that it would otherwise pay to Harris County for the election in District 6.

Staff Resource: Helen Clougherty 832-813-6514
TO: LSC Board of Trustees

FROM: Ron Trowbridge, Secretary

DATE: September 23, 2016

RE: Certification of Candidate Unopposed for Election in LSC District 6

Per our election order, if there is only one candidate for election to one or more positions at the close of the declaration of write-in candidacy deadline at 5:00 p.m. on August 26, 2016, Dr. Ron Trowbridge, Board of Trustees Secretary, shall certify in writing which candidates are unopposed for election. The certification shall be delivered to the Board of Trustees as soon as possible and the Board, in accordance with Texas Open Meeting requirements, may declare each unopposed candidate elected to office. If Dr. Ron Trowbridge is one of the unopposed candidates, Dr. Alton Smith, Board of Trustees Assistant Secretary, shall certify in writing which candidates are unopposed for election. The certification shall be delivered to the Board of Trustees as soon as possible and the Board, in accordance with Texas Open Meeting requirements, may declare each unopposed candidate elected to office.

I hereby certify that Myriam Saldivar is unopposed for election and that no candidate filed for write-in candidacy for election to Lone Star College District 6.

[Signature]
Board of Trustees, Secretary

Chancellor
Stephen C. Head, Ph.D.
ORDER DECLARING UNOPPOSED CANDIDATE
ELECTED TO OFFICE AND CANCELING ELECTION FOR DISTRICT 6

THE STATE OF TEXAS
COUNTIES OF HARRIS, MONTGOMERY, AND SAN JACINTO
LONE STAR COLLEGE

WHEREAS, Dr. Ron Trowbridge, Board of Trustees Secretary for Lone Star College (the “College”), is the authority responsible for having the official ballot prepared for the College’s November 8, 2016 Board of Trustees Election (the “Election”); and

WHEREAS, the filing deadline for placement on the ballot for the Election was 5:00 p.m. on August 22, 2016 and the filing deadline for placement on the list of approved write-in candidates for the Election was 5:00 p.m. on August 26, 2016; and

WHEREAS, pursuant to Section 2.052, Texas Election Code, as amended, Dr. Ron Trowbridge has certified in writing to the Board of Trustees (the “Board”) for the College that the candidate to be listed on the ballot for the election in District 6 is unopposed—that is, only one candidate’s name will appear on the ballot as a candidate to serve on the Board as a Trustee from District 6, and no candidate’s name will be placed on an approved list of write-in candidates to serve on the Board as a Trustee from District No. 6; and

WHEREAS, pursuant to the provisions of Section 2.053, Texas Election Code, as amended, the Board of the College has authority to declare unopposed candidates’ election to office.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF LONE STAR COLLEGE, THAT:

Section 1: The Board of the College hereby declares the following unopposed candidate to be elected to the office of Trustee on the Board for District No. 6:

Myriam Saldivar

This candidate declared elected to office shall serve until the Trustee election in the year 2022, or until her successor has been duly elected or appointed and has qualified.

Section 2: The candidate declared elected to office under this Order shall be issued a certificate of election in the same manner and at the same time as the candidates elected to the offices of Trustee on the Board for District No. 5 and Trustee on the Board for District No. 7. She shall enter into the duties of her office and shall begin to serve her term of office after November 8, 2016, at the same time as the candidates elected to the offices of Trustee on the Board for District No. 5 and Trustee on the Board for District No. 7, upon qualifying for her office in the same manner provided for candidates elected by voters at the Election, and upon taking the constitutional oath of office.

Section 3: Pursuant to Section 2.053(b), Texas Election Code, as amended, the Election for Trustee for District No. 6 shall not be held and a copy of this Order shall be posted on Election Day at each polling place that would have been used in the Election for District No. 6.
Section 4: The Election for Trustees for District No. 5 and District No. 7 shall proceed as the Board originally ordered on August 4, 2016.

Section 5: The Chair and Secretary of the Board of Trustees are hereby authorized and directed to take any action necessary to carry out the provisions of this Order.

WITNESS OUR HANDS AND THE SEAL OF THE COLLEGE this 3rd day of October 2016.

______________________________
Chair, Board of Trustees
LONE STAR COLLEGE

ATTEST:

______________________________
Secretary, Board of Trustees
LONE STAR COLLEGE

(SEAL)
Report: Lone Star College Foundation Report of Gifts Received

To ensure the Board of Trustees is regularly updated regarding gifts received, the Lone Star College Foundation has provided a summary report. See attached report.
Lone Star College Foundation Report of Gifts Received from March 1, 2016 through August 31, 2016.

Furniture, Fixtures and Equipment:

- A 1994 Spartan Fire Truck (Engine). Spartan Part No. 100 EE 2 066, TCM Model 5188 320, TCM Serial 72922 with ladder and hoses, donated to the Fire Science Academy at LSC-CyFair. Value $25,000.

- Sub-Sea Tree Assembly, donated to LSC-Corporate College. Value $19,000.

- GE Silhouette Radiographic Room, donated to the Radiologic Technology Program at LSC-Montgomery. Value $4,000.

- Two large work tables with led lighting, donated to the Welding Technology Department at LSC-Conroe Center. Value $2,400.

- One GE Electric AMX-4 Portable X-ray Unit, donated to the Radiologic Technology Program at LSC-Montgomery. Value $2,000.

- Miscellaneous stick rods, three transportation carts, an air hose assembly, electrical cable assembly and plugs, donated to the Welding Technology Department at LSC-Conroe Center. Value $1,995.

- One Wach's Pipe Beveler, donated to the Welding Technology Department at LSC-Conroe Center. Value $1,200.

- One AGFA CR System, donated to the Radiologic Technology Program at LSC-Montgomery. Value $1,000.

- One HP Design Jet 510, Dell Optiplex 755 and Dell 24" Monitor, donated to the Engineering Technology Drafting department at LSC-University Park. Value $800.

Books and DVDs:

- A large collection of scholarly books (905) related to Political Science, donated to various Libraries at Lone Star College. Value $4,500.
- Two Library Text Books-Legal, donated to the Paralegal Program at LSC-Creekside Center. Value $250.


- Various Books (10-15), donated to the Library at LSC-Montgomery. Value $100.

**Miscellaneous:**

- One Single Stack Derrick Model, donated to LSC-Corporate College. Value $1,295.

- Lightweight aggregate, product number 10-1910 D Pile, donated to the Biotechnology Institute at LSC-Montgomery. Value $475.
Personnel Report and Consideration No. 1 (ACTION ITEM 16)  Board Meeting 10-3-16

Request:  Consideration of Ratification of Appointments.

Chancellor’s Recommendation:  That the contractual appointments listed on the following pages be ratified for the positions indicated.

Rationale:  These contractual appointments include ratification of Administrators and Faculty.

Fiscal Impact:  Positions and salaries have been budgeted for 2016-2017.

Staff Resource:  Link Alander  832-813-6832
a. LSC-North Harris
Ibrahim Abou-Saad, Associate Professor, Economics

Effective: 10.5 month contracted employee at a salary of $66,297 beginning August 22, 2016

Education: Ph.D., Agricultural Economics, University of Connecticut; M.Sc., B.Sc., Agricultural Economics, Menoufia University, School of Agriculture, Shibin El-Kom, Egypt

Experience: Adjunct Assistant Professor, Economics, Middlesex Community College; Adjunct Assistant Professor, Economics, Eastern Connecticut State University; Research Scholar, Graduate Researcher, Academic Officer, University of Connecticut; Visiting Instructor, Economics, Quinnipiac University; Lecturer Assistant, Menoufia University Team, Egyptian Ministry of Local Development; Lecturer Assistant, Administrator Lecturer, Menoufia University, School of Agriculture, Shibin El-Kom, Egypt; Co-Owner, Executive Director, Information Technology, A-Net Technology Co.; Researcher Assistant, Desert Research Center, Socio-Economic Division, Cairo, Egypt

Marc Corbeil, Associate Professor, Mathematics

Effective: 10.5 month contracted employee at a salary of $59,665 beginning September 1, 2016

Education: M.A., Philosophy, University of North Texas; M.Sc., Mathematics, Mathematics Education, B.A., Mathematics, Philosophy, Concordia University, Montreal, Canada; A.S., Pure and Applied Sciences, John Abbott College, Quebec, Canada

Experience: Academic Faculty, College Prep Skills, The American School in Switzerland, Lugano, Switzerland; Faculty, Mathematics, Peter Gruber International Academy; Examiner, Subject Area Manager, Adjunct Instructor, International Baccalaureate Organization, Cardiff, Wales, UK; Head of Administration, International Montessori School; Adjunct Instructor, Mathematics, Philosophy; William Peace University; Adjunct Instructor, Founding Head of High School, The Westwood School; Adjunct Instructor, Mathematics, Richland College; Adjunct Instructor, Mathematics, Al Ain Women’s College; Lead Professor, Philosophy, Professor, Mathematics, Brookhaven College; Adjunct Instructor, Philosophy, University of North Texas; Adjunct, Mathematics, Dawson College, Quebec, Canada; Adjunct, Mathematics, Concordia University, Quebec, Canada; Instructor, Mathematics, Lakeshore School Board, Pointe-Claire, Quebec, Canada; Teacher, Mathematics, Chemistry, James Lyng
High School, Quebec, Canada; Instructor, Mathematics, Lyndon State College

Dennis Eichler, Associate Professor, Music

Effective: 10.5 month contracted employee at a salary of $59,665 beginning August 22, 2016

Education: M.Ed., Music Education, University of Houston-University Park; Bachelor of Music, Corpus Christi State University

Experience: Director, Music Ensembles, Frassati Catholic High School; Band Director, Saint Anthony of Padua Catholic School; Director, Baytown Symphony Orchestra; Director, Concert Band, Jazz Ensemble, Lee College; Department Head, Instrumental Music, Gentry Jr. School; Fine Arts Representative, Instructional Leadership Team, Goose Creek Consolidated Independent School District; Founder, Director, Bayou Big Band; Supervising Teacher, Texas Tech University, University of Houston; Department Head, Instrumental Music, Director, String Orchestra, Symphony Orchestra, Ross Sterling High School; Adjunct Instructor, Saxophone, Lee College; Assistant Director, Director, Lee High School Band; Assistant Director, W.B. Ray High School

Barna Farkas, Assistant Professor, Economics

Effective: 10.5 month contracted employee at a salary of $57,348 beginning September 1, 2016

Education: M.A., Economics, San Francisco State University; B.A., Business Administration, Corvinus University of Budapest

Experience: Chief Financial Officer, Pick1; Junior Consultant, Psy-On Management Consulting, Hungary, France; Back Office Analyst Intern, Alcoa Europe Shared Services, Hungary

Derrick Manns, Vice President, Enrollment Management

Effective: 12 month contracted employee at a salary of $116,662 beginning August 22, 2016

Education: Ph.D., Higher Education Administration, University of Toledo; M.Ed., B.S., Recreation Administration, Bowling Green State University

Experience: Executive Vice Chancellor, Vice President, Academics, Vice President, Academics and Institutional Research, Fletcher Technical Community College; Assistant Provost, Academic Affairs, Massachusetts Bay Community College; Provost, Interim Campus President, Associate Vice
Chancellor, Instruction, Curriculum & Career Programs, Wayne County Community College District; Assistant Dean, Academic Affairs, Interim Director, Distance Learning, Adjunct Professor, Department of Business, Bristol Community College; Program Coordinator, Department Chair, Assistant to the Vice President for Academic Instruction, Assistant Professor, Education, Coordinator, Collaborative Programs, Assistant Director, Office of Multicultural Affairs, Assistant Professor of Education, Sociology Department, Madonna University; Assistant Director, John H. Russel Center for Educational Leadership, Adjunct, Educational Leadership, Health and Recreation, The University of Toledo; Special Events Coordinator, Findlay YMCA; Supervisor, Intramural and Sports Clubs, Adjunct, Recreation and Tourism, Bowling Green State University; Adjunct, Business and Management, Siena Heights University

Jane Munksgaard, Associate Professor, Speech

Effective: 10.5 month contracted employee at a salary of $59,665 beginning August 22, 2016

Education: Ph.D., Communication, M.A., Communication Studies, Rhetorical Studies The University of Iowa; B.A., Social Sciences, The University of Pittsburgh

Experience: Mass Communication Instructor, Interim Department Lead, Mass Communications, Coordinator, Faculty Development, Director, Online Certification, Forensic Specialist, Department of Forensics, Wiley College; Instructor, Debate, Dipont Education Management, Changzhou Senior High School, Changzhou, China; Graduate Instructor, Rhetoric, Communications Studies, Teaching Assistant, Graduate Instructor, Communications Studies, The University of Iowa; Faculty, Interim Speech, Theater, Discussion and Debate, Policy Debate, New Trier High School; Instructor, Speech Communications, The University of Georgia;

Jaime Hurtado, Assistant Professor, Mathematics

Effective: 10.5 month contracted employee at a salary of $59,665 beginning August 22, 2016

Education: M.S., Mathematics, University of Texas at Brownsville; B.S., Mathematics, B.A., Spanish, Southern Methodist University

Experience: Assistant Professor, Mathematics, Santa Fe Community College; Adjunct Faculty, Mathematics, Dallas County Community College District; Interim Tutor Coordinator, Mathematics Tutor, El Centro College; Manager, Center for Success in Mathematics, Richland College; Teacher, Mathematics, North Dallas High School; Curriculum Writer, Epic Learning Systems
Clifford Johnson, Assistant Dean, Student Services

Effective: 12 month contracted employee at a salary of $68,528 beginning September 1, 2016

Education: B.A., Management, Our Lady of the Lake University; A.A., Liberal Arts, Lone Star College-North Harris

Experience: Academic Advisor II, Security Officer, Lone Star College-North Harris; Aviation Ordnanceman Petty Officer First Class (E-6), Weapons Magazine Supervisor, United States Navy

Kelly Jacobs, Dean, Centers

Effective: 12 month contracted employee at a salary of $87,426 beginning September 1, 2016

Education: M.L.A., Political Science, University of St. Thomas; B.A., University of St. Thomas

Experience: Adjunct Professor, Political Science, Lone Star College-North Harris; Adjunct Professor, Government, Houston Community College System; Adjunct Professor, Political Science, San Jacinto College; Adjunct Professor, Political Science, University of St. Thomas; Legal Assistant, Law Office of George O. Jacobs; Financial Advisor, Merrill Lynch

b. LSC-Kingwood

Ramiro Acevedo, Associate Professor, Physics

Effective: 10.5 month contracted employee at a salary of $66,297 beginning September 1, 2016

Education: Ph.D., Applied Physics, Rice University; B.S., Chemistry, University of Houston

Experience: Assistant Professor, Chemistry, Adjunct Professor, Physics, Lone Star College-Kingwood; Instructor, Physics, Department Head, Chemistry, Physics, and Engineering, Instructor, Chemistry, Wharton County Junior College

Ariel Bloodsaw, Assistant Professor, AD Nursing

Effective: 10.5 month contracted employee at a salary of $66,297 beginning August 22, 2016

Education: M.S., Nursing Education, Lamar University; B.S., Nursing, The University of Texas at Tyler

Experience: Clinical Adjunct Instructor, Lone Star College-North Harris; Admission, Discharge, Resource Nurse, Staff Nurse, Observation, Cardiac, Medical-
Surgical Unit, Memorial Hermann Northeast Hospital; Staff Nurse, Medical-Surgical Unit, Telemetry; East Texas Medical Center

**Ryan Chabarria, Associate Professor, Biology**

**Effective:** 10.5 month contracted employee at a salary of $66,297 beginning August 22, 2016

**Education:** Ph.D., Marine Biology, Texas A&M University; M.S., Biology, Southeastern Louisiana University; B.S., Zoology, Louisiana State University

**Experience:** Adjunct Faculty, Lone Star College-Kingwood; Adjunct Faculty, University of St. Thomas; Adjunct Faculty, San Jacinto College-South; Teaching Assistant, Texas A&M University-Corpus Christi; Fellow, Hispanic Leaders in Agriculture and the Environment, Texas A&M University-Corpus Christi; Research Assistant, Southeastern Louisiana University; Teaching Fellow, Teaching Assistant, Southeastern Louisiana University; Educator, Baker High School

**Charity Combs, Professor, Mathematics**

**Effective:** 10.5 month contracted employee at a salary of $60,858 beginning September 1, 2016

**Education:** M.A., Mathematics, University of Houston; Masters of Aeronautical Science, Embry-Riddle Aeronautical University Online; B.S., Mathematics, Norwich University, Military College of Vermont

**Experience:** Professor, Mathematics, Lone Star College-Kingwood; Adjunct Professor, Mathematics, Lone Star College-Montgomery; Adjunct Professor, Mathematics, San Jacinto College, North, Pasadena; Tutor, Huntington Learning Center; Associate Director, Tutorific!

**Twyla Coy, Professor, Speech**

**Effective:** 10.5 month contracted employee at a salary of $59,665 beginning September 1, 2016

**Education:** M.A., Communication, University of Houston; B.A., Speech Communication, Sam Houston State University; A.A., Lone Star College-Kingwood

**Experience:** Adjunct Instructor, Speech, Program Coordinator, Teacher Certification Program, Interim Program Manager, Workforce Advisor, Lone Star College-Kingwood; Teacher, Dual Credit Early College High School; Adjunct Instructor, Speech, San Jacinto College-North; Presentational
Instructor, Grader, Proctor, Valenti School of Communication, University of Houston

Icess Fernandez, Professor, English

**Effective:** 10.5 month contracted employee at a salary of $61,854 beginning September 1, 2016

**Education:** M.F.A., Creative Writing, Goddard College; B.A., Communication, Jack J. Valenti School of Communication, University of Houston

**Experience:** Adjunct Instructor, Composition, Lone Star College-North Harris; Adjunct Instructor, Composition, San Jacinto College; Adjunct Instructor, Composition, Houston Community College; Adjunct Instructor, Composition, Rhetoric, Bossier Parish Community College; Instructor, Creative Writing, Online, Shreveport, LA; Instructor, Creative Writing, Bossier Parish Library

Kristina Gutierrez, Professor, English

**Effective:** 10.5 month contracted employee at a salary of $66,297 beginning August 22, 2016

**Education:** Ph.D., English, The University of Texas at San Antonio; M.A., English, Rhetoric, Composition, B.A., English, Technical-Professional Writing Texas A&M University-Corpus Christi; A.A., English, Del Mar College

**Experience:** Visiting Assistant Professor, English, Adjunct, First-Year Learning Communities Program Texas A&M University-Corpus Christi; Lecturer, English, Texas A&M University at College Station; Teaching Assistant II, English, The University of Texas at San Antonio; Adjunct, Reading, English, Northwest Vista College; Lab Instructor, English, Philosophy, Del Mar College

Robert Hunt, Professor, Music

**Effective:** 10.5 month contracted employee at a salary of $66,297 beginning August 22, 2016

**Education:** Doctor of Musical Arts, Choral Conducting, University of Houston; Master of Music, Musicology, Texas Christian University; Bachelor of Music, Piano Performance, Southern Methodist University

**Experience:** Lecturer, Sam Houston State University; Director, Worship and the Arts, Lord of Life Lutheran Church; Director, Music, Organist, The Woodlands Christian Church; Music Director, Conductor, The Midland-Odessa Symphony and Chorale; Director, Commercial Music Studies, Midland College; Teaching Fellow, The University of Houston; Chorus Director,
Brandolyn Jones, Professor, Education

Effective: 10.5 month contracted employee at a salary of $66,297 beginning August 22, 2016

Education: Ed.D., Educational Leadership, Sam Houston State University; M.Ed., Educational Administration, Tarleton State University; B.A., Criminal Justice, Sam Houston State University

Experience: Guest Teacher, English, Language Arts, and Reading, Mance Park Middle School; Adjunct Professor, Doctoral Research Assistant, Sam Houston State University; Substitute Teacher, Huntsville Independent School District; Special Population Administrator, Curriculum & Instruction Coordinator, Testing Coordinator, Texas Assessment of Knowledge and Skills, Instructional Coach, Reading Coach, Reading Interventionist, Lead First Grade Teacher, First Grade Teacher, Marlin Elementary School

Linda LaCoe, Faculty/ Director Hybrid, Professor, Process Technology

Effective: 12 month contracted employee at a salary of $67,640 beginning August 22, 2016

Education: M.B.A., B.S., Business Administration, Colorado Technical University; A.A.S., Accounting, Kilgore College

Experience: Assistant Professor, Coordinator, Process Technology Program, Lewis & Clark Community College; Lead Instructor, Process Technology, Texas State Technical College; Plastic Operator, Shift Computer Specialist, Eastman Chemical Company

Matthew Newton, Professor, Government

Effective: 10.5 month contracted employee at a salary of $60,047 beginning September 1, 2016

Education: Ph.D., Political Science, University of Missouri; B.S., Political Science, Stephen F. Austin State University

Experience: Adjunct Instructor, Government, Assistant Program Director, Developing Dynamics of Democracy, Graduate Instructor, Canadian Politics, Teaching Assistant, American Presidency, Political Parties and Election Campaigns, Democracy in the European Union, Canadian Politics, Lab Instructor, Introduction to Political Research, University of Missouri
**Staci Roeber, Professor, AD Nursing**

Effective: 10.5 month contracted employee at a salary of $60,858 beginning September 1, 2016

Education: M.S., Nursing Education, Texas Woman’s University; B.S., Nursing, B.A., Criminal Justice and Criminology, University of Missouri-Kansas City

Experience: 70% Assistant Professor, Lone Star College-Kingwood; Staff Nurse, Intensive Care Unit, Kindred Hospital-Tomball; Staff Nurse, Charge Nurse, Medical Intensive Care Unit, Surgical Intensive Care Unit, Houston Northwest Medical Center

**Antoinette Sheppard, Professor, Education**

Effective: 10.5 month contracted employee at a salary of $60,858 beginning August 22, 2016

Education: M.Ed., Texas Southern University; B.S., University of Houston Central Campus

Experience: Classroom Academic Advisor, Adjunct Instructor, Education, Lone Star College-Kingwood; School Principal, Hilliard Elementary School; Executive Director, Director, Federal and State Programs, Director, Career and Technical Education, Instructional Coordinator, Curriculum and Instruction, North Forest Independent School District; Instructor, Smiley High School; Instructor, Oak Village Middle School

**Alexander Smirnov, Professor, Geology**

Effective: 10.5 month contracted employee at a salary of $66,297 beginning August 22, 2016

Education: Ph.D., Geosciences, Stony Brook University; Diploma, Geology, Comenius University, Bratislava, Slovakia

Experience: Visiting Assistant Professor, Postdoctoral Research Associate, Geosciences, Stony Brook University; Postdoctoral Research Fellow, Geophysical Laboratory, Carnegie Institution for Science; Professor, General Education, Science of Natural Systems, Science of Planet Earth, Dowling College

**Charles Smith, 70% Instructor, Government**

Effective: 10.5 month contracted employee at a salary of $36,044 beginning August 22, 2016
Education: M.A., B.S., Political Science, Sam Houston State University; A.A.S., Instrumentation and Electronics, Lee College

Experience: Adjunct Instructor, Government, Lone Star College-Kingwood, Lone Star College-North Harris; Adjunct Instructor, Government, San Jacinto College-North Campus; Pool Lecturer, Instructor of Record, Teaching Assistant, Research Assistant, Political Science, Sam Houston State University

David Teverbaugh, Professor, Fire Science

Effective: 10.5 month contracted employee at a salary of $53,036 beginning August 22, 2016

Education: Associate’s Degree Fire Science, College of the Mainland-Texas City; Course Completion with Highest Academic Honors, Texas City Fire Department Academy

Experience: Adjunct Faculty, Fire Science, Lone Star College-Kingwood; Faculty, Fire Technology Program, San Jacinto College District; Adjunct Faculty, Fire Science and Emergency Medical Service, College of the Mainland; Captain, Shift Commander, Suppression Crew, Texas City Fire Department

c. LSC-Tomball

Melinda Coleman-Hart, Dean, Instruction

Effective: 12 month contracted employee at a salary of $97,177 beginning September 1, 2016

Education: M.A., B.S., Mathematics, Sam Houston State University

Experience: Interim Dean, Developmental Studies, English, Education, Languages, Mathematics, Communication, Department Chair, Professor, Mathematics and DS Mathematics, Lone Star College-Tomball; Teacher, Pre-Algebra, Consumer Mathematics, Conroe High School; Teacher, 7th and 8th Grade Mathematics, Hoffman Middle School; Student Teacher, Algebra II, Informal Geometry, Computer Science, Westfield High School

Julia Perry, 70% Instructor, History/Geography

Effective: 9 month contracted employee at a salary of $36,183 beginning September 1, 2016

Education: M.S., Geographic Information Science, University of London, Birkbeck College, London, England; B.S., Geography, Sam Houston State University

Experience: Teacher, Dallas Independent School District; Library Specialist II, Library Specialist I, Texas A&M University Libraries; Teacher, Bryan Independent
LaShunda Fowlks, 70% Instructor, Surgical Technology

**Effective:** 12 month contracted employee at a salary of $40,250 beginning August 29, 2016

**Education:** Certified Surgical Technologist, Surgical Technology Program, Memorial Hermann Tech Center

**Experience:** Surgical Technologist, Surgcenter of SW Houston; Surgical Technologist, MHMV Surgery Center; Clinical Instructor, Sanford Brown Institute; Surgical Technologist II, Main OR, Labor & Delivery, Level I Trauma Center, Memorial Hermann Hospital

Cory Colby, Assistant Professor, Political Science

**Effective:** 9 month contracted employee at a salary of $51,690 beginning August 22, 2016

**Education:** M.A., B.A., Political Science, Sam Houston State University; A.A., Lone Star College

**Experience:** Adjunct Instructor, Lone Star College-Montgomery; Advanced Placement and Dual Credit Teacher, Team Leader, New Teacher Mentor, Coordinator, Willis High School; Teacher, Coach, Team Leader, Lynn Lucas Middle School; State Officer, Association of Texas Professional Educators

Audrey Kobina, Assistant Professor, Nursing LVN

**Effective:** 12 month contracted employee at a salary of $56,657 beginning August 22, 2016

**Education:** B.S., Nursing, University of Houston-Victoria; B.S., Interdisciplinary Studies, University of Houston-Downtown; A.S., Math, Science, Lone Star College

**Experience:** Adjunct Instructor, LVN Nursing, Lone Star College-CyFair; Pediatric Registered Nurse, Texas Children’s Hospital-West Campus; Registered Nurse, Cypress Fairbanks Medical Center Hospital; Federal Regulatory Analyst, Offshore Oil & Gas, J. Connor Consulting, Inc.

d. LSC-Montgomery

Patricia Bush, Assistant Professor, Vocational Nursing

**Effective:** 9 month contracted employee at a salary of $51,960 beginning August 22, 2016
**Raymond Besser, Assistant Professor, Accounting**

**Effective:** 10.5 month contracted employee at a salary of $59,665 beginning September 1, 2016

**Education:** M.B.A., Taxation, Golden Gate University; B.S., Accounting, Business Management, University of Southern California; Certified Public Accountant, State of Texas

**Experience:** Adjunct Professor, Temporary Full-Time Professor, Lone Star College-Montgomery; Adjunct Professor, University of Phoenix; Senior Accountant, OMK-North America; Controller, Ferrostaal Inc., Accounting Manager, Kinder Morgan; Controller, LHR Technologies; Financial Analyst, MD Anderson Cancer Center; Controller, Doublemark Corporation

**Tamara Blanton, Assistant Professor, Nursing**

**Effective:** 10.5 month contracted employee at a salary of $56,224 beginning September 1, 2016

**Education:** M.S., Nursing, Leadership and Management, B.S>, Nursing, Western Governors University; A.A., Nursing, Licensed Vocational Nursing Certificate Lone Star College-North Harris

**Experience:** Certified Teaching Assistant, Simulation, Adjunct Faculty, MEEP, Lone Star College-North Harris; Bariatric Coordinator, Perioperative Nurse, Conroe Regional Medical Center; Licensed Vocational Nurse, Villa Toscana at Cypresswood

**Vicky Bollenbacher, Assistant Professor, Political Science**

**Effective:** 10.5 month contracted employee at a salary of $66,297 beginning August 22, 2016

**Education:** Ph.D., B.A., Political Science, University of Houston

**Experience:** Professor, Political Science, Chairperson, Social Sciences, Physical Education, Aims Community College; Affiliate Faculty, History and Politics, Regis University; Research Associate, Child Welfare Research
Division, American Humane Association; Assistant Professor, Government, Alvin Community College; Instructor, Political Science, Teaching and Research Assistant, University of Houston

**Jack Degelia, Associate Professor, Live Entertainment Technology**

**Effective:** 10.5 month contracted employee at a salary of $59,665 beginning August 22, 2016

**Education:** M.A., Theatre History & Criticism, B.F.A., Theatre, Directing for Stage and Film, Texas State University-San Marcos

**Experience:** Actor’s Equity Union Production State Manager, Lyric Stage; Dean, College of Humanities, Art, Media, & Performance, Facilitator, Academy of Media Arts & Technology, R.L. Turner, Carrollton-Farmers Branch Independent School District; Realtor, National Realtor Association; Department Head, Film & Audio Technology, Miller Career & Technology Center; Theatre Faculty, Cinco Ranch & Morton Ranch High Schools; Production Manager, Theatre Three, Inc.; Adjunct Professor, Dallas Community College District; Assistant Professor, Theatre, Florida Gulf Coast University; Department Head, Theatre, Wharton College Junior College; Executive Producer/Co-Owner, Big Bear Productions; Producer, Michael Filerman Productions; Producer

**Melissa Dennis, Assistant Professor, English**

**Effective:** 10.5 month contracted employee at a salary of $59,665 beginning August 22, 2016

**Education:** M.Ed., Higher Education, University of Houston; B.S., Psychology, Texas A&M University-College Station

**Experience:** Adjunct Faculty, Behavioral Sciences, English, Languages, and Speech, Lone Star College-Montgomery; Lead Tutor, Early Intervention Coordinator, Consultant, Learning Center, Lone Star College-North Harris; Professor, Communication, Language, and Humanities, North Harris Montgomery Community College District; Senior Human Resources Development Specialist, University of Texas – Houston Health Science Center

**Rebecca Howard, Assistant Professor, History**

**Effective:** 10.5 month contracted employee at a salary of $66,297 beginning August 22, 2016
Education: M.Ed., Student Affairs Administration in Higher Education, B.A., History, Texas A&M University

Experience: Lecturer, Professor, History, University of Arkansas; Professor, History, Northwest Arkansas Community College; Assistant Director, Leadership Development, University of Arkansas; Graduate Hall Director, Conference Coordinator, Assistant to Program Coordinator, Texas A&M University

Brian Mullen, Executive Director, College Relations

Effective: 12 month contracted employee at a salary of $84,502 beginning August 16, 2016

Education: B.A., Communication Studies, Barry University

Experience: Associate Director, Public Relations and Marketing Communications, Georgia State University; Director of Communications, Professor of Practice, Clemson University; Marketing and Communications Manager, Smithsonian Institution; Marketing Manager, Lorance & Thompson, P.C.

Jamie Tucker, Associate Professor, Medical Radiologic Technology

Effective: 10.5 month contracted employee at a salary of $59,665 beginning August 22, 2016

Education: D.Ed., Higher Education Administration, Texas Tech University; M.Ed., Curriculum and Instruction, Tarleton State University; B.A.S., Vocational Education, Texas State University; A.A.S., Radiologic Technology, Austin Community College

Experience: Faculty, Radiologic Technology, Faculty Credentialing Specialist, Program Director, Department Chair, Radiologic Technology, Houston Community College; Program Director, Instructor, Radiologic Technology, Apollo College

Mattie McCowen, Associate Professor, AD Nursing

Effective: 10.5 month contracted employee at a salary of $60,858 beginning September 1, 2016

Education: M.S.N., Advance Practice Nurse, University of Texas Health Science Center; B.S.N., Lamar University; A.A.S., Nursing, Lee College; A.A.S., Respiratory Therapy, Lone Star College-Kingwood

Experience: Faculty, Nursing, Lone Star College-Montgomery; Program Coordinator, Faculty, LV Nursing, Lone Star College-Kingwood; Acute Care Nurse Practitioner, Methodist Hospital Houston; Acute Care Nurse Practitioner,
Mischelle Van Wijk, Assistant Professor, AD Nursing

Effective: 10.5 month contracted employee at a salary of $60,858 beginning September 1, 2016

Education: M.S., Nursing, Texas Woman’s University; B.S., Nursing, Prairie View A&M University; A.S., Nursing, North Harris County Community College; Certificate, Women’s Health Nurse Practitioner, University of Texas Southwestern

Experience: Temporary Full-Time Faculty, Associate Degree Nursing Program, Lone Star College-Montgomery; ER Trauma Staff Nurse, Trauma and Emergency Services, Conroe Regional Medical Center; ER Trauma Staff Nurse, Trauma and Emergency Services, Memorial Hermann-The Medical Center; Staff Nurse, Pharmacy and Supply Manager, Freestanding Emergency Center, Woodlands Emergency Center; Staff Nurse, Emergency, Houston Northwest Medical Center; Staff Nurse, Community Emergency Center, St. Luke’s Community Medical Center; Paralegal, Legal Secretary, The Carter Law Firm; Clinic Administrator, Women’s Health Nurse Practitioner, Staff Nurse, Medical Assistant, Community Wellness Clinic

e. LSC-CyFair
Keith Altavilla, Assistant Professor, History

Effective: 10.5 month contracted employee at a salary of $60,047 beginning August 22, 2016

Education: Ph.D., M.A., Texas Christian University; B.A., Colgate University

Experience: Adjunct Faculty, American History, Marist College; Adjunct Faculty, U.S. Military History, State University of New York at New Paltz; Rowan Postdoctoral Fellow, United States Military Academy; Adjunct Faculty, Tarrant County College; Adjunct Faculty, Grader, ETS Advanced Placement Exams, Tutor, Athletic Academic Services Office, Staff, New Media Writing Studio, Texas Christian University
Andrea Brooks, Associate Professor, AD Nursing

Effective: 12 month contracted employee at a salary of $76,827 beginning September 1, 2016

Education: M.S., Pediatric Nurse Practitioner, Texas Woman’s University; B.S., Nursing, University of Texas Medical Branch of Galveston

Experience: Professor, Nursing, Lone Star College-CyFair; Adjunct Faculty, Lone Star College-Tomball; Pediatric Nurse Practitioner, Dr. Lora Torress; Pediatric Nurse Practitioner, Wee Kare Pediatrics; Nurse, Pulse Staffing Agency; Field Nurse, Home Health, Staff Nurse, Pediatric Intensive Care, Texas Children’s Hospital

Christopher Chenier, Workforce Skilled Trades Instructor, CISCO

Effective: 12 month contracted employee at a salary of $60,232 beginning August 22, 2016

Education: A.A.S., CISCO Networking, Lone Star College System; Network+; A+; CCNA Security Certifications

Experience: PT PC Technician III, Lone Star College System; Owner, Technician, MSIABC, LLC.

Adam Eiler, Associate Professor, Biology

Effective: 10.5 month contracted employee at a salary of $66,297 beginning August 22, 2016

Education: Doctor of Veterinary Medicine, Iowa State University-College of Veterinary Medicine; B.S., Animal Science, Iowa State University

Experience: Adjunct Professor, Biology, Lone Star College-CyFair; Adjunct Biology Professor, Professor, Biology, San Jacinto College-South Campus; Relief Veterinarian, Independent Contractor; Associate Veterinarian, Chief of Staff, Banfield Pet Hospital; Veterinary Technician, Abilene Veterinary Clinic; Biological Science Laboratory Technician, National Animal Disease Center

William Hackley, Director, Student Services

Effective: 12 month contracted employee at a salary of $66,560 beginning September 1, 2016

Education: Ph.D., Leadership for Higher Education, Capella University; M.A., Public Administration, Texas Southern University; B.A., Political Science, Winston Salem State University
Experience: Interim Director, Student Services, Lone Star College-Fairbanks Center; Manager, First Year Student Experience Peer Mentor Program, Academic Advisor, Student Services, Academic Transfer Advisor, Specialist IV, Lone Star College-CyFair; Assistant Director, Student Support Services, Student Loan Default Prevention Manager, Texas Southern University

Moni Ifelayo, Associate Professor, AD Nursing

Effective: 12 month contracted employee at a salary of $67,640 beginning August 22, 2016

Education: M.S., Nursing, Public Health, Grand Canyon University; M.S., International Law and Diplomacy, B.A., English Language, University of Jos, Nigeria; B.S., Nursing, University of Texas at Arlington; A.S., Nursing, Houston Community College

Experience: Lecturer, Communication, Plateau State Polytechnic, Jos, Nigeria; Private Healthcare Provider, CN Healthcare Home Health Services; Registered Nurse Medical Surgical/Oncology Unit, Houston Methodist Hospital; Charge Nurse, Male Adolescent & Adult Psychiatric, West Oaks Hospital

Bennie Lambert, Vice President, Student Success

Effective: 12 month contracted employee at a salary of $130,647 beginning September 1, 2016

Education: Ph.D., Educational Human Resource Development, Texas A&M University; M.S., Education, B.B.A., Computer Information Systems and Finance, Baylor University

Experience: Interim Vice President, Student Success, Lone Star College-CyFair; Vice President for Students and Organizational Development, Dean, Enrollment Management, Director, Admissions, Registrar, Lone Star College-North Harris; Director, Admissions, Advising, McLennan Community College; Assistant Director, School Relations, Admissions, Counselor, Academic Advisor to Athletes, Instructor, Baylor University;

Venancio Ybarra, Associate Dean

Effective: 12 month contracted employee at a salary of $65,255 beginning September 1, 2016

Education: M.Ed., Instructional Systems, Educational Technology; B.S., Computer Engineering Technology, University of Houston; A.A.S., Electronics Technology, Alvin Community College
Experience: Adjunct Faculty, Electronics Engineering Technology, Professor, Electronics Engineering Technology, Department Chair, Lead Faculty, Lone Star College-CyFair; Field Service Product Instructor, Toshiba International Corporation; Technical Trainer, Honeywell Process Solutions; Continuing Education Support Technician, Computer Technology Program Manager, Houston Community College, Northwest College; Technical Lab Assistant III, Adjunct Faculty, Computer Support Technician III, Technical Lab Assistant III, Austin Community College; Engineer Technician II, Applied Materials; Engineer Technician, SYMTX; Junior Technician, Test Operator, Benchmark Electronics

f. LSC-University Park
Janna Armstrong, 70% Instructor, Arts

Effective: 9 month contracted employee at a salary of $34,096 beginning August 29, 2016

Education: M.L.A., Art History, University of St. Thomas; B.A., American Studies, Texas A&M University-College Station

Experience: Adjunct Professor, Art, Lone Star College-University Park; Teacher, Visual Arts, The Banff School; Associate Director, ArtBridge; Operations Manager, Junior Achievement; Teacher, City ArtWorks; Research Associate, Content Development, Southwest Museum Services

Maria Cervantes-Kelly, 70% Instructor, ESOL

Effective: 9 month contracted employee at a salary of $40,205 beginning August 29, 2016

Education: Ph.D., M.A., Second Language Acquisition and Teaching, The University of Arizona; M.S., Educational Psychology, The Pennsylvania State University; B.A., Educational Services, Universidad de las Americas, Puebla, Mexico

Experience: Adjunct Professor, ESOL, Spanish, Foreign Languages, Lone Star College-University Park; Adjunct Professor, Spanish, World Languages, Lone Star College-CyFair; Lead Instructor, Professional Language Development Program for Translation and Interpretation, The University of Arizona, Pima County Community College; Graduate Associate in Teaching, Spanish, Portuguese, The University of Arizona; Instructor, Translation, Interpretation Studies, Pima County Community College; Teacher’s Assistant, Spanish, Italian, Portuguese, The Pennsylvania State University; Teacher’s Assistant, Castleton State College; Instructor, English as a Foreign Language, Interlingua, Idiomas, S.A., Puebla, Mexico
Jeffrey Gorman, 70% Instructor, Chemistry

Effective: 9 month contracted employee at a salary of $40,205 beginning August 29, 2016

Education: Ph.D., Organic Chemistry, University of Texas at Austin; B.S., Chemistry, Virginia Military Institute

Experience: Adjunct Professor, Chemistry, Lone Star College-University Park; Adjunct Professor, Chemistry, San Jacinto College-Central; Chemistry Lecturer, University of North Texas at Dallas; Post-Doctoral Teaching Associate, Chemistry, St. Edward’s University; Teaching Assistant, Chemistry, The University of Texas at Austin

Guy Harwell, 70% Instructor, Mathematics

Effective: 9 month contracted employee at a salary of $36,183 beginning August 29, 2016

Education: M.S., B.S., Mathematical Sciences, University of Houston-Clear Lake; A.S., Mathematical Sciences, San Jacinto College

Experience: Adjunct Instructor, Mathematics, Academic Mathematics, Lone Star College-University Park; Adjunct Instructor, Mathematics, Academic Mathematics, College Preparatory Mathematics, San Jacinto College-South; CRLA Level 3 Lead Tutor, Instructor Tutor, Mathematics Lab, San Jacinto College-South

Jennifer Ross, 70% Instructor, Government

Effective: 9 month contracted employee at a salary of $36,183 beginning August 29, 2016

Education: M.A., Government, B.A., Spanish, B.A., Government, New Mexico State University; Bilingual Alternative Certification for 4th-8th grade, Texas Teaching Fellows

Experience: Faculty, Government, Brookhaven College; Bilingual Teacher, 5th grade, Rowlett Elementary; Coordinator, Latin America, Joshua Expeditions; Finance Director, Bill McCamley for Congress; Political Science Graduate Assistant, Tutor, Spanish, Communications Studies, New Mexico State University; Driver, Employee Trainer, Domino’s Pizza

Christian Spencer, 70% Instructor, Speech

Effective: 9 month contracted employee at a salary of $36,183 beginning August 29, 2016
Sonal Tonger, Assistant Professor, Biology

Effective: 10.5 month contracted employee at a salary of $59,664 beginning September 1, 2016

Education: M.S., Biochemistry, B.S., Zoology, Maharaja Sayajirao University of Baroda, Vadodara, India

Experience: High School Teacher, Biology, Spring Independent School District; Research Associate, Microbiology, Delhi University, India; Cloning, Maharaja Sayajirao University of Baroda, Vadodara, India; Science Copy Editor, Subject Matter Expert, Thomson Digital, Noida, India

Katherine Truax, 70% Instructor, History

Effective: 9 month contracted employee at a salary of $32,772 beginning August 29, 2016

Education: M.Sc., History, University of Edinburgh, Edinburgh, Scotland; B.A., History, University of Houston

Experience: Adjunct Professor, History, Adjunct Liaison, Lone Star College-University Park; Instructor, Continuing Education, Wharton County Junior College

Jennifer Twardowski, 70% Instructor, Philosophy

Effective: 9 month contracted employee at a salary of $32,772 beginning August 29, 2016

Education: M.A., Applied Philosophy, Ethics, English, Professional Writing, Texas State University-San Marcos

Experience: Adjunct Lecturer, Behavioral Sciences, Lone Star College-University Park; Lecturer, Philosophy, Texas State University; Personal Care Attendant, AllCare CDS; Lead Verbal Tutor, Student Learning Assistance Center; Writing Tutor, Athletic Academic Center, Texas State University
Request: Consideration of Resignations

Chancellor’s Recommendation: That the resignations listed below be accepted and acknowledged.

**LSC-CyFair**
Alexander Hogan, Professor, Political Science
Effective September 1, 2016

Sandra Kacir, Professor, AD Nursing
Effective September 1, 2016

**LSC-Kingwood**
Peter Intsiful, Instructor, Physics
Effective September 1, 2016

**LSC-Montgomery**
Timothy Campbell, Associate Professor, Drama
Effective September 1, 2016

Melanie Hail, Professor, Radiologic Technology
Effective September 1, 2016

Janet Harris, Professor, AD Nursing
Effective September 1, 2016

Sara Lynch, Professor, Speech
Effective September 1, 2016

Alexis Watts, Workforce Skilled Trade Instructor, Patient Care
Effective August 16, 2016

**LSC-North Harris**
Roy Jones, Workforce Skilled Trade Instructor, HVAC
Effective August 24, 2016

Virginia Rigby, Reference Librarian/Professor
Effective September 1, 2016

Heather Rivera, Workforce Skilled Trade Instructor, Cosmetology
Effective September 1, 2016
LSC-System Office
Laura Morris, Associate Vice Chancellor, Marketing & Communications
Effective September 1, 2016

LSC-Jakarta
Brandian Ratcliff, Instructor, Education
Effective September 1, 2016

LSC-Tomball
Mohan Chari, Professor, Chemistry
Effective September 1, 2016

Joshua Rice, Assistant Professor, History
Effective September 1, 2016

Staff Resource: Link Alander 832-813-6832
Request: Consideration of the Reappointment of Full-Time Faculty

Chancellor’s Recommendation: That the full-time faculty reappointments listed on the following page be ratified for the time periods and positions indicated, subject to final review and approval of the Chancellor.

Rationale: These LSC-North Harris and LSC-University Park employees were inadvertently left off of the multi-year contracts list that was approved by the Board at the April 7, 2016 Meeting; therefore, we are requesting Board ratification of the reappointment of the following Full-Time Faculty. The reappointments include Full-Time Faculty returning for the 2016-2017 academic year.

Fiscal Impact: Positions and salaries have been budgeted for 2016-2017.

Staff Resource: Link Alander 832-813-6832
## Multi-year Contracts

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>Braatz</td>
<td>Ryan</td>
<td>Associate Professor - Math</td>
</tr>
<tr>
<td>Bryant</td>
<td>Brenda</td>
<td>Associate Professor - English</td>
</tr>
<tr>
<td>De Vries</td>
<td>Julie</td>
<td>Associate Professor - Art</td>
</tr>
<tr>
<td>Gaer</td>
<td>David</td>
<td>Associate Professor - Speech</td>
</tr>
<tr>
<td>Gandy</td>
<td>Alan</td>
<td>Associate Professor - Computer Information Systems</td>
</tr>
<tr>
<td>Gordon</td>
<td>Marc</td>
<td>Associate Professor - Visual Communications</td>
</tr>
<tr>
<td>Gregersen</td>
<td>Benjamin</td>
<td>Associate Professor - Math</td>
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<tr>
<td>Guillory</td>
<td>Devethia</td>
<td>Associate Professor - History</td>
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<tr>
<td>Himelstein</td>
<td>Roger</td>
<td>Associate Professor - ADN</td>
</tr>
<tr>
<td>Johnson</td>
<td>Carol</td>
<td>Associate Professor - Biology</td>
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<tr>
<td>Martin</td>
<td>Bruce</td>
<td>Associate Professor - English</td>
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<td>Noeller</td>
<td>Connie</td>
<td>Associate Professor - ADN</td>
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<tr>
<td>Rajan</td>
<td>Indrani</td>
<td>Associate Professor - Biology</td>
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<tr>
<td>Stansbury</td>
<td>Jonathon</td>
<td>Associate Professor - Speech</td>
</tr>
<tr>
<td>Tucker</td>
<td>Gary</td>
<td>Professor - Business</td>
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</tbody>
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Report: Construction Projects Update

The monthly construction projects update is presented for Board review.
CONSTRUCTION PROJECTS UPDATE
October 3, 2016

2014 General Obligation Bond Projects Summary

LSC-CyFair
- Instruction and Student Life Building: The roof deck is complete, and the exterior wall and glass are in progress. Overall project construction is expected to be complete in March 2017.
- Westway Park Technology Center: Subcontractor bidding is in progress. It is anticipated that the GMP will be presented for consideration of approval at the November 2016 Board of Trustees meeting. Construction is expected to be complete in July 2017.

LSC-Kingwood
- Student Services Center Expansion: Foundation work is in progress. Construction is expected to be complete in January 2017.
- Process Technology Center: Tree removal and site clearing is in progress. The groundbreaking ceremony is scheduled for October 4, 2016. Construction is expected to be complete in August 2017.

LSC-Montgomery
- Conroe Satellite Center: Roofing and brick installation is nearing completion. Utility installation and interior construction are in progress. Construction is expected to be complete in January 2017.
- Live Entertainment Technology Building: Existing utility surveying is complete, and the building pad is in progress. Construction is expected to be complete in March 2017.

LSC-North Harris
- Applied Technology Workforce Building: Foundation and building slab are in progress. Construction is expected to be complete in July 2017.
- East Aldine Satellite Center: Construction documents are complete and it is anticipated that the GMP will be presented for consideration of approval at the February 2017 Board of Trustees meeting. Construction is expected to be complete in March 2018.
- Relocate Electrical Service Underground: Construction documents are being bid and the permit has been received. It is anticipated that the GMP will be presented for approval at the November 2016 Board of Trustees meeting. Construction is expected to be complete in April 2017.

LSC-Tomball
- Health Science Building - 3rd Floor Buildout: Third floor construction is complete. Associated work on second floor is in progress and is expected to be complete in November 2016.

LSC-University Park
- Science and Innovation Center: Steel erection is nearing completion. Construction is expected to be complete in May 2017.