MINUTES OF THE
WORKSHOP AND REGULAR MEETING OF THE BOARD OF TRUSTEES
LONE STAR COLLEGE SYSTEM
TRAINING AND DEVELOPMENT CENTER BOARD ROOM
5000 RESEARCH FOREST DRIVE
THE WOODLANDS, TEXAS 77381-4356
March 3, 2016
6:00 p.m.

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
Mr. Ken E. Lloyd
Mr. Art Murillo
Dr. David Holsey

WORKSHOP AND REGULAR MEETING

I. CALL TO ORDER: Ms. Good called the workshop and regular meeting of the Board of Trustees to order at 6:02 p.m. after determining that a quorum was present.

II. PLEDGE OF ALLEGIANCE: Mr. Wolfe 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 Dr. Seelpa Keshvala, the new president of LSC-CyFair. She started with LSC on March 1, 2016. The Chancellor thanked Patrick Barton and John Burghduff for helping to welcome Dr. Keshvala to LSC-CyFair.

Dr. Head introduced Mr. Amos McDonald the new vice chancellor of government affairs and public relations. The Chancellor also congratulated Ms. Helen Clougherty as a new vice chancellor and chief of staff.

Ms. Nicole Aboltin, director client relations with the college services department announced the seventh annual recipients of the Chancellor’s Faculty Technology Innovation Grants. Grants are awarded to faculty members to assist in the implementation of innovative technology in the classroom to increase student success. The 2015-16
Award winners are: Aerial GeoSystems Thermal and 3D Mapping Technology, LSC-CyFair, Buck Buchanan, David Bruner and Michael Konvicka – Purchases will be used to expand mapping capabilities; Civitas, Student Engagement and a Course Design Focused on Outreach, LSC-Montgomery, Jared Cootz, David Zimmerman and Rob Kreps – Fund travel to the Civitas Summit to learn more about maximizing use of Civitas; Mobile Flashover Chamber, LSC-Kingwood, Jason DeVries, LSC-CyFair, Michael Naglier - Purchase a mobile flashover unit to be utilized in the Fire Sciences Program; Lone Star College Center for Local and Oral History, LSC-Kingwood, Chris Davis and Shawn Sedoff, Fund the establishment of a Center for Local and Oral History at LSC-Kingwood; Phytotechfules – (Producing a High Yield Technological Operation To Explore Cloning-based Horticultural Fuels), Lead Faculty, Danny Kaiser – 3 Colleges and 4 Departments, Purchase equipment to build a hydrothermal liquefaction unit and a plant tissue culture growth chamber.

Ms. Aboltin thanked the review committee members for their time in making the selections of the grant recipients: Patrick Barton, Karen Buckman, Kim Carter, Kiwana Francis, Paul Khalaf and Sherry Young.

Dr. Jay Theis gave a presentation on civic engagement and the opportunities available to students to participate in civic engagement events. Some examples are alternative spring breaks, human library, speaking engagements, workshops and the book festival.

V. **WORKSHOP:** None.

VI. **CLOSED SESSION:** At 6:23 p.m. Ms. Good 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–SO-University Park
- Section 551.074 - Personnel Matters
- Section 551.076 - Deliberation Regarding Security Devices

VII. **RECONVENE REGULAR MEETING:** Ms. Good reconvened the open meeting at 7:32 p.m.

VIII. **APPROVAL OF THE MINUTES OF THE FEBRUARY 4, 2016 WORKSHOP AND REGULAR MEETING:** upon a motion by Dr. Holsey and a second by Dr. Scott the board approved the minutes of the February 4, 2016 Workshop and Regular Meeting. Dr. Scott abstained.

IX. **SPECIAL REPORTS AND ANNOUNCEMENTS:**
1. Chancellor: Chancellor Head was appointed by the governor to the Texas Economic Development Council and attended a recent meeting to discuss the importance of the partnership between government, business and education in promoting economic development in Texas. Community colleges are being recognized for their role in workforce development and how important their role is to the state’s economic development.

2. College Presidents: Dr. Rebecca Riley, president of LSC-Montgomery gave a Faculty and Advisors hiring update.

3. Vice Chancellors: None

4. Faculty Senate Presidents: Mr. Patrick Barton, faculty senate president of LSC-CyFair, gave a presentation on Shared Governance.

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

   Dr. Holsey announced he was a new member of Team USA.

   Dr. Alton Smith spoke about the Barnabus Group recognizing him for his help in a student who was accepted to a nursing program. He indicated he was recognized for work that Ms. Helen Clougherty and Dr. Wendell Williams did in assisting the student to get accepted.

   Mr. Art Murillo commended the faculty and staff that participated in this year’s Career and Education Day. The Lone Star College booth was very popular and it was a great way to engage with prospective students. This was an outreach event to provide information to middle school students about Lone Star College.

   Chair Linda Good spoke about the recent 2016 NLS meeting in Washington, DC and the visit to the White House to address higher education concerns, including America’s Promise.

X. CITIZENS DESIRING TO ADDRESS THE BOARD: Mr. David Wilson, Director of Cypress Tea Party thanked the board for allowing the citizens to participate in addressing the board. Mr. Wilson addressed Action Item #17 – change in funding for the East Aldine Satellite Center.

   Mr. John Burghduff, representing the American Federation of Teachers, addressed the board on Salary Compression.

XI. CONSIDERATION OF THE CONSENT AGENDA: Items number 10, 12 and 17 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, 2, 3, 4, 5, 6, 7, 8, 9,
11, 13, 14, 15, 16, 18 and 19. Dr. Smith seconded the motion and the Board unanimously passed the Consent Agenda. A copy is attached as Exhibit “B”.

XII. POLICY REPORT AND CONSIDERATIONS:

1. Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Sections IV.D.8 and IV.D.9 (FIRST READING): the Board of Trustees reviewed Amendments to the College’s Board Policy Sections IV.D.8 and IV.D.9, covering intellectual property policies. A copy is attached as Exhibit “C”

2. Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section IV.E.6 (FIRST READING): the Board of Trustees reviewed Amendments to the College’s Board Policy Section IV.E.6, covering the Family and Medical Leave Act policy. A copy is attached as Exhibit “D”.

3. Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.A, Students – Admissions (FINAL READING) (ACTION ITEM 1): the Board of Trustees reviewed and approved Amendments to the College’s Board Policy Manual Section VI.A, which covers most College policies related to student admissions. This item was passed in the Consent Agenda. A copy is attached as Exhibit “E”.

4. Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.B, Students – Tuition and Fees (FINAL READING) (ACTION ITEM 2): the Board of Trustees reviewed and approved Amendments to the College’s Board Policy Manual Section VI.B, which covers most College policies related to student tuition and fees. This item was passed in the Consent Agenda. A copy is attached as Exhibit “F”.

5. Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.C, Students – Financial Aid (FINAL READING) (ACTION ITEM 3): Board of Trustees reviewed and approved Amendments to the College’s Board Policy Manual Section VI.C, which covers most College policies related to student financial aid. This item was passed in the Consent Agenda. A copy is attached as Exhibit “G”.

6. Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.D, Students – Student Welfare and Rights (FINAL READING) (ACTION ITEM 4): the Board of Trustees reviewed and approved Amendments to the College’s Board Policy Manual Section VI.D, which covers most College policies related to student welfare and rights. This item was passed in the Consent Agenda. A copy is attached as Exhibit “H”.

7. Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.E, Students – Student Responsibilities (FINAL READING) (ACTION ITEM 5): the Board of Trustees reviewed and
approved Amendments to the College’s Board Policy Manual Section VI.E, which covers most College policies related to student responsibilities. This item was passed in the Consent Agenda. A copy is attached as Exhibit “I”.

8. Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.G, Students – Discipline (FINAL READING) (ACTION ITEM 6): the Board of Trustees reviewed and approved Amendments to the College’s Board Policy Manual Section VI.G, which covers most College policies related to student discipline. This item was passed in the Consent Agenda. A copy is attached as Exhibit “J”.

9. Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.H, Students – Records (FINAL READING) (ACTION ITEM 7): the Board of Trustees reviewed and approved Amendments to the College’s Board Policy Manual Section VI.H, which covers most College policies related to student records. This item was passed in the Consent Agenda. A copy is attached as Exhibit “K”.

10. Consideration and Approval of a Variance from Lone Star College Policy Manual Section II.D.2 Minors on System Property (ACTION ITEM 8): the Board of Trustees reviewed and approved a variance from Lone Star College Policy Manual Section II.D.2 Minors on System Property, to allow colleges with a Harris County Public Library discretion to adopt some or all of Harris County Public Library regulations regarding children’s presence in and use of the library, even if those regulations deviate from and/or are inconsistent with Section II.D.2. This item was passed in the Consent Agenda. A copy is attached as Exhibit “L”.

XIII. CURRICULUM REPORT AND CONSIDERATIONS:

1. Consideration of Approval of the Associate of Arts as the Designated Multidisciplinary Studies Degree (ACTION ITEM 9): the Board of Trustees approved the proposed designation. This item was passed in the Consent Agenda. A copy is attached as Exhibit “M”.

XIV. FINANCIAL REPORTS AND CONSIDERATIONS:

1. Monthly Financial Statements: Ms. Cindy Gilliam, vice chancellor for administration and finance, presented the monthly financial statements for the month ended January 31, 2016. A copy is attached as Exhibit “N”.

2. Consideration of Approval of the 2016-17 Credit Tuition and Fee Schedule (ACTION ITEM 10): upon a motion by Dr. Holsey and a second by Dr. Trowbridge the Board of Trustees adopts the attached tuition and fee schedule for the 2016-17 academic year. The recommended tuition rates and assessed fees include the following changes from the 2015-16 tuition and fee schedule: A tuition increase from $42 to $44 per credit hour; an increase in the discipline-based differential fee; the
attached chart details the amount per discipline to be added to the base tuition rate. The Board is requested to take action at this time so that the new rates are effective when students begin registering for fall 2016 classes in April. Dr. Scott opposed. A copy is attached as Exhibit “O”.

3. Consideration of Adoption of Resolution Authorizing an Additional Signatory for the Lone Star College (the “College”) Investment Accounts with Capital One Bank and Southside Bank (ACTION ITEM 11): the Board of Trustees adopts a resolution authorizing the Associate Chief Financial Officer as an additional signatory for the College’s investment accounts with Capital One Bank and Southside Bank. This item was passed in the Consent Agenda. A copy is attached as Exhibit “P”.

4. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Amendment to the Agreement for the Donation of Land for the LSC-East Aldine Satellite Center (ACTION ITEM 12): upon a motion by Mr. Murillo and a second by Dr. Holsey the Board of Trustees authorizes the Chancellor or designee to negotiate and execute an amendment to the agreement for the donation of land for the LSC-East Aldine Satellite Center to reflect a change in the acreage donated. In addition, that the Board of Trustees authorizes the Chancellor or designee to negotiate and execute agreements and easements associated with the development of the donated property. A copy is attached as Exhibit “Q”.

5. Consideration of Approval to Continue Utilizing JP Morgan Chase Bank, N.A. (“JPM”) to Provide Commercial Card Services for Lone Star College’s Procurement and Travel & Expense Card (“P-Card”) Programs through Lone Star College’s Cooperative Purchasing Agreement with the City of Fort Worth (the “City”) (ACTION ITEM 13): the Board of Trustees approves continuing to utilize JPM to provide commercial card services through August 31, 2017 for Lone Star College’s P-Card programs through Lone Star College’s cooperative purchasing agreement with the City. This item was passed in the Consent Agenda. A copy is attached as Exhibit “R”.

6. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Guaranteed Maximum Price (“GMP”) Contract with the LSC-Montgomery Construction Manager-at-Risk (“CMAR”) Firm for Construction Services Related to the LSC-Conroe Satellite Center Expansion, A Phase One, Group 3A Project Under the 2014 General Obligation Bond Construction Program (ACTION ITEM 14): the Board of Trustees authorizes the Chancellor or designee to negotiate and execute a GMP contract with the LSC-Montgomery CMAR firm, Rogers-O’Brien Construction, Ltd, Dba Rogers-O’Brien Construction, 11200 Richmond Ave., Suite 110, Houston, Texas 77082, for construction services related to the LSC-Conroe Satellite Center Expansion, a phase one, group 3A project under the 2014 General Obligation Bond Construction Program, in an amount not-to-exceed $4,250,000. This item was passed in the Consent Agenda. A copy is attached as Exhibit “S”.

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7. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Guaranteed Maximum Price (“GMP”) Contract with the LSC-Tomball Construction Manager-at-Risk (“CMAR”) Firm for Construction Services Related to the Buildout of the LSC-Health Science Building, a Phase One, Group 5 Project Under the 2014 General Obligation Bond Construction Program (ACTION ITEM 15): the Board of Trustees authorizes the Chancellor or designee to negotiate and execute a GMP contract with the LSC-Tomball CMAR firm, Anslow Bryant Construction, LTD, 945 Bunker Hill, Suite 900, Houston, Texas 77024, for construction services related to the buildout of the LSC-Health Science Building, a phase one, group 5 project under the 2014 General Obligation Bond Program, in an amount not-to-exceed $3,270,552. This item was passed in the Consent Agenda. A copy is attached as Exhibit “T”.

8. Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Guaranteed Maximum Price (“GMP”) Contract with the LSC-University Park Construction Manager-at-Risk (“CMAR”) Firm for Construction Services Related to the LSC-Science and Innovation Center, a Phase One, Group 6A Project Under the 2014 General Obligation Bond Construction Program (ACTION ITEM 16): the Board of Trustees authorizes the Chancellor or designee to negotiate and execute a GMP contract with the LSC-University Park CMAR firm, E.E. Reed Construction, L.P., 333 Commerce Green Blvd., Sugar Land, Texas 77478, for construction services related to the LSC-Science and Innovation Center, a phase one, group 6A project under the 2014 General Obligation Bond Construction Program, in an amount not-to-exceed $15,400,000. This item was passed in the Consent Agenda. A copy is attached as Exhibit “U”.

9. Consideration of Approval to Change the Funding for the LSC-East Aldine Satellite Center (ACTION ITEM 17): upon a motion by Mr. Murillo and a second by Dr. Holsey the Board of Trustees approved a change in funding for the LSC-East Aldine Satellite Center. Dr. Scott opposed. A copy is attached as Exhibit “V”.

XV. BUILDING AND GROUNDS REPORTS:

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

XVI. PERSONNEL REPORTS AND CONSIDERATIONS:

1. Consideration of Ratification of Appointments (ACTION ITEM 18): the Board unanimously ratified the appointments as presented. This item was passed in the Consent Agenda. A copy is attached as Exhibit “X”.

2. 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 “Y”.

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

XVIII. **ADJOURNMENT:** There being no further business, the meeting was adjourned at 9:01 p.m.

ATTEST:

[Signatures]

Board of Trustees, Chair

Board of Trustees, Secretary
I, Stephen C. Head, Chancellor of the Lone Star College System, do hereby certify that a notice of this meeting was posted on Monday the 29th day of February, 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 29th day of February, 2016.

LONE STAR COLLEGE SYSTEM

_____________________
Stephen C. Head
Chancellor
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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Policy Report and Consideration No. 1 (FIRST READING) Board Meeting 03-03-16

Request: Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Sections IV.D.8 and IV.D.9 (FIRST READING)

Chancellor’s Recommendation: That the Board of Trustees reviews the Amendments to the College’s Board Policy Sections IV.D.8 and IV.D.9, covering intellectual property policies.

Rationale: The current version of Sections IV.D.8 and IV.D.9 do not incorporate sections required by the Texas Higher Education Coordinating Board. The current version is unclear regarding default ownership of intellectual property. The College should have clear ownership rules to avoid confusion. Many of our grants also require clear intellectual property rules. Sections IV.D.8 and IV.D.9 will be consolidated into one section—IV.D.8.

Fiscal Impact: None

Staff Resource: Mario K. Castillo 832-813-6655
Helen Clougherty 832-813-6514

Exhibit "C"
IV.D.8. Intellectual Property

IV.D.8.01 Intellectual Property Policy
This policy balances protecting public funds and equitably recognizing technological, scientific, and academic advancements. Employees, students, and third parties should use this policy along with the College’s procedures, forms, and applicable agreements as a guide to default intellectual property rules.

IV.D.8.02 Definitions

(a) **Copyright** means the exclusive right to reproduce, distribute, display, perform, or create derivative copyrightable works.\(^1\) The term “copyright” and “patent” are not interchangeable; they are distinct legal protections for specific works.

(b) **Copyrightable Work** means an original work of authorship fixed in any tangible medium of expression, now known or later developed, from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Works of authorship include the following categories: literary works, musical works, dramatic works, pantomimes and choreographic works, pictorial, graphic, and sculptural works, motion pictures and other audio visual works, sound recordings, and architectural works.\(^2\)

(c) **Intellectual Property** means products of the human intellect, in a concrete or abstract form, such as copyrightable works, patentable works, protectable trademark or service marks, or trade secrets.\(^3\)

(d) **Patent** means a limited duration property right relating to patentable work granted by the United States Patent and Trademark Office that provides the right to exclude others from using, making, selling, offering for sale, or importing the patentable work.\(^4\)

(e) **Patentable Work** means any invention or discovery of any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof.\(^5\)

(f) **Service mark** means a word, phrase, symbol, and/or design that identifies and distinguishes the source of a service rather than goods.\(^6\)

(g) **Software** means a sequence of instructions by which a computer accepts and translates input symbols, executes actions, and outputs symbols. It includes, but is not limited to, system functional design, logic flow, algorithms, application programs, and operating systems.\(^7\)

(h) **Trademark** means a word, phrase, symbol, or design that identifies and distinguishes the source of the goods of one party from those of others.\(^8\)

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\(^3\) Black’s Law Dictionary (10th ed. 2014).
\(^7\) 22 C.F.R. § 120.45(f).
(i) **Traditional Academic Copyrightable Work** means faculty-created copyrightable work related to the faculty member’s field of study. This includes scholarly articles, textbooks, syllabi, and other copyrightable work.9

(j) **Trade secret** means the whole or any part of any scientific or technical information, design, process, procedure, formula, or improvement that has value and that the owner has taken measures to prevent from becoming available to persons other than those selected by the owner to have access for limited purposes.10

### IV.D.8.03 Disclosure and Institutional Review

All individuals who create potentially College-owned intellectual property must submit a timely disclosure form to the Office of the General Counsel. The Office of the General Counsel will review rights and obligations, evaluate commercial significance, determine if the College has an ownership interest, decide whether to seek legal protection, and identify other issues that may arise from disclosure. The Office of the General Counsel will inform the individual of the disclosure review outcome within a reasonable time. The College may then enter into agreements with the individual regarding rights, benefits, or obligations.12 An individual cannot proceed with any outside disclosure, commercialization, or publication until the Office of the General Counsel concludes its review.13

### IV.D.8.04 Applicability

This policy applies to College employees and all individuals, including students, using College resources.14 This policy is a condition of College employment, course enrollment, and using College facilities, equipment, funds, or any other College resources.15

### IV.D.8.05 Intellectual Property Default Ownership

Unless a written agreement states otherwise,17 the College owns intellectual property created by employees, students, and third parties if:

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10 Tex. Penal Code § 31.05(a)(4).


(a) An employee creates intellectual property within the employee’s scope of employment or while using College facilities, equipment, funds, or any other College resource. 

(b) A student creates intellectual property while using College resources for which the student is not considered to have paid tuition and fees.

(c) A third party creates intellectual property while using College facilities, equipment, funds, or any other College resource. Third party includes, but is not limited to, campus visitors and non-employees.

When individuals in different categories co-create intellectual property, the College will decide ownership interests based on College resources used and the co-creators’ status. College employees and other applicable individuals must assign, and hereby do assign, title to the College to any intellectual property subject to this section. These individuals also agree to execute any required documents.

IV.D.8.06 Faculty Exception

The College recognizes faculty members create copyrightable works that are valuable to academic advancement. The College, therefore, will not assert ownership of faculty-created traditional academic copyrightable work, even when created within a faculty member’s scope of employment or while using College resources. This exception does not apply to faculty-created patentable works, software, trademarks, service marks, or trade secrets. The College will, however, retain a non-transferrable right to royalty-free use of the faculty member’s traditional academic copyrightable work for educational purposes.

IV.D.8.07 College Licensing Guidelines

The College will establish guidelines for licensing, sale, lease, transfer, or any other ownership interest change of its intellectual property. These guidelines will be published in the College’s procedures.

19 Substantial use will be addressed in procedures.
24 FilmTec Corp. v. Hydranautics, 982 F.2d 1546, 1550 (Fed. Cir. 1992); DDB Techs., L.L.C. v. MLB Advanced Media, L.P., 517 F.3d 1284, 1290 (Fed. Cir. 2008).
IV.D.8.08 Royalty, Equity, Benefits, and Business Management Participation\textsuperscript{28}

The College may receive royalty payments, licensing fees, equity interests, management rights, or other benefits. The College may distribute, where applicable, a fair benefits share to the individual who originated the intellectual property in a manner that honors effort and time. The College and individual, where applicable, will enter into an agreement regarding fair benefits distribution, after the disclosure and institutional review process concludes. The College may also allow the individual to participate and hold equity in any businesses utilizing the College’s intellectual property.\textsuperscript{29}

IV.D.8.09 Procedures

The College will develop and publish procedures to effectuate this policy.


\textsuperscript{29} Tex. Educ. Code § 51.912(a).
### Request:
Consideration of the Recommended Revision of the Lone Star College System Board Policy Manual Section IV.E.6 (FIRST READING)

### Chancellor’s Recommendation:
That the Board of Trustees reviews the Amendments to the College’s Board Policy Section IV.E.6, covering the Family and Medical Leave Act policy.

### Rationale:
The proposed policy would revise Section IV.E.6 covering the Family and Medical Leave Act of 1993 (FMLA). The current version of Section IV.E.6 does not incorporate updated definitions of certain terms, as defined by the Department of Labor. The current version is unclear regarding proper forms to use, an appeals process, and notice requirements. The proposed policy also incorporates Parental Leave as an option for employees unqualified for FMLA.

### Fiscal Impact:
None

### Staff Resource:
Mario K. Castillo 832-813-6655  
Helen Clougherty 832-813-6514
IV.E.6. Family and Medical Leave Act

IV.E.6.01 Policy

The College complies with the Family and Medical Leave Act (“FMLA”) and parental leave required by state law. FMLA is intended to allow employees to balance their work and family life by taking reasonable leave for medical reasons, for the birth, adoption or foster care of a child, for the care of a child, spouse, or parent who has a serious health condition, for the care of a covered service member with a serious injury or illness, or because of a qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

IV.E.6.02 Definitions

(a) **Adoption** means legally and permanently assuming responsibility for raising a child as one’s own. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for leave.

(b) **Covered Active Duty or Call to Covered Active Duty Status** means: In the case of a member of the Regular Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country. In the case of a member of the Reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation.

(c) **Covered Service member** means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness or a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

(d) **Covered Veteran** means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes leave to care for the covered veteran.

(e) **FMLA Year** means the 12-month period measured backward from the date an employee uses any FMLA leave. Under the “rolling” 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

(f) **Foster Care** means 24-hour care for children in substitution for, and away from, their parents or guardian. Such placement is made by or with the agreement of the state as a result of a voluntary agreement between the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves an agreement between the state and the foster family that the foster family
will take care of the child. Although foster care may be with relatives of the child, state action is involved in the removal of the child from parental custody.

(g) **Health Care Provider** means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other person determined by the Secretary to be capable of providing health care services.

(h) **In Loco Parentis** means employees who have no biological or legal relationship with a child may, nonetheless, stand in loco parentis to the child and be entitled to leave. Similarly, an employee may take leave to care for someone who, although having no legal or biological relationship to the employee when the employee was a child, stood in loco parentis to the employee when the employee was a child, even if they have no legal or biological relationship.

(i) **Intermittent Leave** means leave taken in separate blocks of time due to a single qualifying reason.

(j) **Military Caregiver Leave** means leave taken to care for a covered servicemember with a serious injury or illness.

(k) **Next of Kin of a Covered Servicemember** means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.

(l) **Parent** means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter. This term does not include parents “in law.”

(m) **Parent of a Covered Servicemember** means a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

(n) **Reduced Leave Schedule** means a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday or a change in an employee’s schedule for a period of time, normally full-time to part-time.

(o) **Serious Health Condition** means an illness, injury, impairment or physical or mental
condition that involves inpatient care or continuing treatment by a health-care provider. Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not serious health conditions unless inpatient hospital care is required or unless complications develop. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness or allergies may be serious health conditions, but only if certain conditions are met.

**(p) Serious Injury or Illness** means:
1. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
2. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
   A. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating;
   B. A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave;
   C. A physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or
   D. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the U.S. Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

**(q) Son or Daughter** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability,” at the time that leave is to commence.

**(r) Son or Daughter of a Covered Servicemember** means a covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
(s) **Son or Daughter on Covered Active Duty or Call to Covered Active Duty Status**
means the employee’s biological, adopted, or foster child, stepchild, legal ward, or a
child for whom the employee stood in loco parentis, who is on covered active duty or
call to active duty status, and who is of any age.

(i) **Spouse** means a husband or wife. For purposes of this definition, husband or wife refers
to the other person with whom an individual entered into marriage as defined or
recognized under state law for purposes of marriage in the State in which the marriage
was entered into or, in the case of a marriage entered into outside of any State, if the
marriage is valid in the place where entered into and could have been entered into in at
least one State. This definition includes an individual in a same-sex or common law
marriage that either:

1. Was entered into in a State that recognizes such marriages; or
2. If entered into outside of any State, is valid in the place where entered into and could
   have been entered into in at least one State.

(u) **Working Day** means Monday through Friday and consistent with Policy Section IV
D.1.01.

**IV.E.6.03 Requesting Leave**

(a) **Eligibility.** A College employee is covered under FMLA Titles I and IV if they have
been employed for at least 12 months by the state (not necessarily 12 consecutive
months) and have worked at least 1,250 hours (based on Fair Labor Standards Act hours-
worked principles) for the state during the 12 months immediately preceding the
beginning of the leave. A part-time employee and one who works variable hours must
have at least 52 weeks of service, not necessarily within 12 consecutive months, and must
have worked 1,250 hours for the state during the 12 months immediately preceding the
beginning of the leave. Time spent on military leave counts as time worked in
determining if the employee is eligible for FMLA. Employment periods preceding a
break in service of more than seven (7) years are not required to be counted in
determining if the employee has been employed by the state for at least 12 months unless
the break in service is due to military service obligation. An employee on the payroll for
any part of a week is credited with a week of service for purposes of calculating the 12-
month requirement. Employees not eligible for leave may be eligible for parental leave
under state law for the birth of a natural child or the adoption or foster care placement of
a child younger than three (3) years.

An eligible employee may take up to 12 weeks of leave during the College’s fiscal year
for any of the following reasons:

1. For birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee’s spouse, son, daughter, or parent with a serious health
   condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee’s job;
5. Because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation. Federal regulations provide that qualifying exigencies include short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities and certain additional activities arising out of the covered military member’s active duty or call to active duty status provided that the College and employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave; and
6. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.

For leave taken because of the employee’s own serious health condition, to care for a spouse, parent, son, or daughter with a serious health condition, or military caregiver leave, there must be a medical need for leave and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. Leave due to a qualifying exigency may also be taken on an intermittent or reduced schedule basis.

When leave is taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the College agrees.

An eligible instructional employee who requests leave to care for a spouse, parent, or child, or because of his or her own serious health condition that is foreseeable, based on planned medical treatment, and who would be on leave greater than 20 percent of the total number of working days in the period during which the leave would extend, may be required to choose either to: take leave for periods of a particular duration not to exceed the duration of the planned medical treatment; or transfer temporarily to an available alternative position offered by the College for which the instructional employee is qualified, and that has equivalent pay and benefits and better accommodates recurring periods of leave than the teacher’s regular employment position.

(b) Parental Leave. An employee, including a student or wage employee, who is not eligible for leave is entitled to a parental leave of absence, not to exceed 12 weeks, for the birth of a natural child or the adoption or foster care placement of a child younger than three (3) years. This period begins with the date of birth or the date of the adoption or foster care placement. An employee may be required to choose either to: take leave for periods of a particular duration not to exceed the duration of the planned medical treatment; or transfer temporarily to an available alternative position offered by the College for which the instructional employee is qualified, and that has equivalent pay and benefits and better accommodates recurring periods of leave than the teacher’s regular employment position.

(c) Leave Request Process. Leave requests shall be submitted to the Leave Administrator – Benefits Division using the FMLA/Parental Leave Application.
(d) Appeals Process. FMLA decisions may be appealed in writing directly to the Chief Human Resources Officer. Before appealing, employees are encouraged to first make sure that they are FMLA-eligible and that they have met all requirements for notification of their need for leave and medical-certification requirements, if applicable. Nothing in this policy shall limit an employee’s right to file a complaint with the U.S. Department of Labor.

IV.E.6.04 Continuity of Health Plan Coverage

During any period that an eligible employee takes leave, the College shall maintain coverage under any “group health plan” for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in active duty with the College. During leave, the employee must continue to pay the employee’s share of group health plan premiums. If premiums are raised or lowered, the employee would be required to pay the new premium rates.

IV.E.6.05 Use of Paid Leave

Any accrued paid leave balances must be taken concurrently with FMLA leave.

IV.E.6.06 Medical Certification

The employee shall provide medical certification of illness or disability within 15 calendar days after requesting leave for a serious health condition. The College must give notice of a requirement for certification each time certification is required. At the time the College requests certification, the College must advise the employee of the consequences of failure to provide adequate certification. The employee must provide re-certification not more often than every 30 days thereafter unless the employee requests an extension, there are significant changes in circumstances, or the College receives information that casts doubt upon the continuing validity of the certification.

When leave ends, if the employee is fit to return to work but chooses not to do so, the College shall require reimbursement of the employee benefits contribution made by the College during the period in which such leave was taken as unpaid leave.

The employee’s request for reinstatement shall be accompanied by medical certification of the employee’s ability to perform essential job functions.

The College may uniformly require, as a prerequisite for reinstating an employee whose leave was due to their own serious health condition, medical certification of their ability to resume work.

In most cases, the College should request that an employee furnish certification when the employee gives notice of the need for leave or within five working days thereafter. In the case of unforeseen leave, certification is required within five working days after the leave commences. The College may request certification at a later date if the College later has reason to question the appropriateness of the leave or its duration. The employee must provide the requested certification to the employer within 15 calendar days after the
College’s request, unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts or the employer provides more than 15 days to return the certification.

If the employee fails to provide the College with a complete and sufficient certification, despite the opportunity to cure, or fails to provide any certification, the College may deny leave. This provision applies whenever the College requests a certification, including any clarifications necessary to determine if certifications are authentic and sufficient.

The Genetic Information Nondiscrimination Act (GINA) prohibits the College from acquiring genetic information from its employees. The College must take steps to ensure that such information is not received. Any receipt of genetic information in response to a request for medical information shall be deemed inadvertent.

**IV.E.6.07 Restoration to Position**

On return from leave, an employee is entitled to be returned to the same position the employee held when leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee is entitled to reinstatement even if the employee has been replaced or his or her position has been restructured to accommodate the employee’s absence. However, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

**IV.E.6.08 Married Family Members**

Spouses who are eligible for leave, and who are both employed in the College, may be permitted to take only a combined total of twelve weeks of leave during any twelve-month period if the leave is taken:

(a) For the birth of a son or daughter or to care for the child after birth;

(b) For the placement of a son or daughter with the employee for adoption or foster care, or the care for the child after placement; or

(c) To care for a parent with a serious health condition.

Where the spouses both use a portion of the total twelve-week entitlement for one of the purposes noted above, each spouse shall be entitled to the difference between the amount they have taken individually and twelve weeks of leave for a purpose other than those listed above.

**IV.E.6.09 Workers’ Compensation and FMLA**

A serious health condition may result from injury to the employee “on or off” the job. FMLA leave and leave pursuant to workers compensation may run concurrently provided that the injury meets the criteria for a serious health condition. If the College designates the leave as FMLA leave, the leave counts against the employee’s leave entitlement. If an
employee elects to receive paid workers’ compensation benefits, the College may not require the employee to substitute any paid leave for the absence covered by such benefits. Similarly, an employee may not require paid FMLA leave to be substituted for unpaid FMLA leave when FMLA leave and leave pursuant to workers’ compensation are running concurrently. Thus, an employee’s receipt of workers’ compensation payments precludes the employee from electing, and prohibits the College from requiring, substitution of any form of accrued paid leave for any part of the absence covered by such payments. Under certain circumstances, paid leave under the FMLA may supplement workers’ compensation benefits. However, paid leave under the FMLA will not be allowed to supplement workers’ compensation benefits in any way unless allowed by Texas law.

If the health-care provider treating the employee for the workers’ compensation injury certifies that the employee is able to return to a light duty job but is unable to return to the same or equivalent job, the employee may decline the College’s offer of a light duty job. As a result, the employee may lose workers’ compensation payments, but is entitled to remain on unpaid leave until the employee’s leave entitlement is exhausted. As of the date workers’ compensation benefits cease, either the employee may elect or the College may require the use of accrued paid leave. On return from FMLA leave, or after accepting an offer of a light duty job, an employee is entitled to be returned to the same position, or its equivalent, as the employee held when leave commenced, unless otherwise allowed by the FMLA. The College shall pay the difference between the weekly income benefit received under workers’ compensation and the employee’s regular compensation.

**IV.E.6.10 Notice**

The College shall use Department of Labor forms, as applicable.

The College shall keep posted in visible places on each campus where notices are usually posted, a notice approved by the Secretary of Labor that sets out excerpts from summaries of the FMLA and information pertaining to the filing of a claim.

When an employee requests leave, or the College acquires knowledge that an employee’s leave may be for an FMLA-qualifying reason, the College must notify the employee of the employee’s eligibility to take leave within five working days, absent extenuating circumstances. If the employee is not eligible for leave, the notice must state at least one reason why the employee is not eligible.

The College shall provide written rights and responsibilities notice detailing the specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations. This notice shall be provided to the employee each time the eligibility notice is provided. The notice of rights and responsibilities may be distributed electronically. If the specific information provided by the rights and responsibilities notice changes, the College shall, within five working days of receipt of the employee’s first notice of need for leave subsequent to any change, provide written notice referencing the prior notice. This new notice shall set forth any of the information in the notice of rights and responsibilities that has changed.
When the College determines whether leave will be designated as FMLA-qualifying, the College must notify the employee of that determination in writing within five working days, absent extenuating circumstances. Regardless of whether the leave will be a continuous block, intermittent, or reduced schedule leave, only one notice of designation is required for each FMLA-qualifying reason per applicable 12-month period. If the College determines that the leave will not be designated as FMLA-qualifying, the College must notify the employee of that determination. The designation notice must be in writing. If the leave is not designated as FMLA-qualifying, the notice to the employee that the leave is not designated as FMLA-qualifying may be in the form of a simple written statement. If the information provided by the College to the employee in the designation notice changes (e.g., the employee exhausts the leave entitlement), the College shall provide written notice of the change within five working days of receipt of the employee’s first notice of need for leave subsequent to any change.

An employee must provide at least 30 days’ advance notice before leave is to begin if the need for leave is foreseeable based upon an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, or a planned medical treatment for a serious injury or illness of a covered servicemember. If the need for leave is not foreseeable, the employee must give notice as soon as practicable. For leave due to a qualifying exigency arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent, the employee must provide notice as soon as practicable regardless of how far in advance the leave is foreseeable. The form and content of the notice must comply with 29 C.F. R. 825.302(c). When planning medical treatment, the employee must consult with the College and make a reasonable effort to schedule the treatment so as not to disrupt unduly the College’s operations, subject to the approval of the health-care provider.

IV.E.6.11 Records

Records and documents relating to certifications or medical histories of employees or employees’ family members, created for purposes of FMLA, shall be maintained as confidential medical records in separate files/records from the usual personnel files and shall be maintained solely at System Office. If GINA applies, records and documents created for purposes of the FMLA containing family medical history or genetic information as defined in GINA shall be maintained in accordance with the confidentiality requirements of Title II of GINA, which permit such information to be disclosed consistent with the requirements of the FMLA. If the Americans with Disabilities Act (ADA) also applies, such records shall be maintained in conformance with ADA confidentiality requirements.
Policy Report and Consideration No. 3  (ACTION ITEM 1)  Board Meeting 3-3-16

Request:  Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.A, Students – Admissions (FINAL READING)

Chancellor’s Recommendation:  That the Board of Trustees reviews and approves Amendments to the College’s Board Policy Manual Section VI.A, which covers most College policies related to student admissions.

Rationale:  The current version of Section VI.A is unclear. Clarity is important in this particular section because it contains most of the policies that affect student admissions.

Fiscal Impact:  None

Resource:  Mario K. Castillo  832-813-6655
             Helen Clougherty  832-813-6514
SECTION VI – STUDENTS

VI.A. ADMISSIONS

VI.A.1.01 Admissions Policy
The College is an open-enrollment community college system. It identifies, attracts, enrolls, and retains students reflecting the College’s diverse population. The College does not consider race, color, sex, age, sexual orientation, religion, ethnic or national origin, disability, veteran status, or any other protected status in admissions.

VI.A.1.02 Definitions

(a) Academic Fresh Start means the College does not consider grades from courses taken 10 or more years before the start of the applicant’s first semester. The College may not give any applicant under this program course credit for courses older than 10 years. The applicant must be a Texas resident.

(b) Active Military Service means active service as a U.S. Armed Forces or Texas National Guard member. A student withdrawing from the College to complete training exercises as a Texas National Guard member does not qualify.

(c) Chief Student Services Officer means the official at each college who has been designated as such in corresponding procedures.

(d) Potential Students are people who may enroll in the College.

1. High school, secondary education, GED, or home school graduates.

2. High school or home school students enrolled in dual-credit or early-college programs.

3. Special admissions may be granted for (a) students aged 16 years or younger, or (b) other applicants able to do college-level work according to the same general standards as high school graduates.

The College may enroll potential students with valid immigration visas if they qualify under (d)(1) through (d)(3).

This definition applies only to the College’s general admission policy. Special admission requirements are required for some specific College programs, degrees, and certificates. Special rules are detailed in the College’s annual course catalog.

1 Texas Education Code § 51.931 (September 1, 1995).
2 Texas Education Code § 51.9111 (June 17, 2005).
3 Texas Education Code § 54.051 (September 1, 2005).
(e) Texas Common Admission Application Form means the adopted Texas Higher Education Coordinating Board electronic common admission application form.\(^4\)

VI.A.1.03 Admission Grievance Policy
Admission rejections are rare because the College is an open-enrollment institution. However, individuals should direct admission grievances to a college’s Chief Student Services Officer.

VI.A.1.04 Returning from Active Military Service\(^5\)
The College has two duties under this policy: (a) provide the student a financial aid package similar to the one for which the student was eligible before withdrawing for military service. This assumes the student meets the current financial aid eligibility requirements and conditions; and (b) allow the student the same academic status the student had before the student withdrew for military service. This includes any course credit the College awarded the student.

\(^4\) Texas Education Code § 51.762 (June 17, 2005).
\(^5\) Texas Education Code § 51.9242 (effective June 17, 2005).
Request: Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.B, Students – Tuition and Fees (FINAL READING)

Chancellor’s Recommendation: That the Board of Trustees reviews and approves Amendments to the College’s Board Policy Manual Section VI.B, which covers most College policies related to student tuition and fees.

Rationale: The current version of Section VI.B is unclear. Clarity is important in this particular section because it contains most of the policies that affect student tuition and fees.

Fiscal Impact: None

Resource: Mario K. Castillo 832-813-6655
  Helen Clougherty 832-813-6514
SECTION VI – STUDENTS

VI.B. TUITION AND FEES

VI.B.1.01 Policy
The College’s Board of Trustees sets tuition and fees for the College’s courses.\(^1\) Texas residents pay lower tuition and fees than out-of-state residents or international students. Likewise, out-of-district Texas residents pay higher tuition and fees than in-district Texas residents. Texas law, Texas Higher Education Coordinating Board rules, and this policy determine Texas residency.

VI.B.1.02 Definitions

(a) **Child or minor** means a person under 18 years of age who is not and has not been married or who has not had the disabilities of minority removed for general purposes.

(b) **Adult** means a person who is not a child, as defined in this section.\(^2\)

(c) **In-District Texas Resident\(^3\)** means an adult Texas resident living in the College’s taxing district boundaries on the census date in the semester in which the student enrolls. It can also mean a non-adult Texas resident whose parents or guardians live within those boundaries on the census date in the semester in which the student enrolls. It can also mean property owners, and their dependents, who pay the College’s property taxes and are Texas residents. It can also mean the College’s full-time employee’s immediate family members. Finally, it can also mean a Texas resident of the Acres Home Super Neighborhood attending the College’s Victory Center.

(d) **Texas Resident** means—for this tuition and fee policy—a person who satisfies one of several circumstances.

1. A person who established a domicile in Texas no less than one year before the semester’s census date in which the person enrolls and maintained that domicile continuously for the year preceding that census date.

2. A dependent whose parent or guardian established a domicile in Texas no less than one year before the semester’s census date in which the person enrolls and maintained that domicile continuously for the year preceding that census date.

3. A non-citizen person who first graduated from a Texas public or accredited private high school, home school program, or a Texas high school diploma-equivalent

\(^1\) Texas Education Code § 54.008 (effective September 2001).
\(^2\) Texas Family Code § 101.003
\(^3\) Texas Education Code § 54.052 (effective September 2005).
program. And second, established a domicile in Texas for at least 36 months prior to graduating or receiving a diploma-equivalent. And third, established a domicile in Texas for one year before the student’s first academic semester’s census date.  

4. A nonresident of Texas employed by a business or organization established in Texas under a Texas Economic Development and Diversification In-State Tuition Incentive along with their spouse and children are eligible to pay resident tuition. It is irrelevant how long the person has been domiciled in Texas. The enrolling student must provide a letter of intent to establish Texas residency with the College.  

5. A person who established a domicile in Texas no less than 12 consecutive months before the semester’s 12th day in which the person enrolls. And who holds an immigration visa allowing him or her to live in the United States.  

6. A person who has filed a Petition for Permanent Resident Status (I-130 or I-140). And who has established a domicile in Texas no less than 12 consecutive months before the applicable semester’s 12th day.  

7. A person, ignoring immigration status, who satisfies (c)(3) above and provides the College an affidavit. The affidavit must promise that the person will apply for legal permanent residency as soon as eligible.  

8. A person stationed in Texas who is an officer, enlisted, selectee, or draftee of the United States Army, Army National Guard, Air Force, Air National Guard, Navy, Marine Corps, Coast Guard, or a commissioned officer in the Public Health Service. This also applies to the person’s spouse and dependent children. This definition does not apply to service members training in Texas in an isolated or routine manner.  

9. A member of the United States Armed Services whose Home of Record with the military is Texas is presumed to be a Texas resident, as are his or her spouse and dependent children. A member whose Home of Record is not Texas but who provides the institution Leave and Earnings Statements that show the member has claimed Texas as his or her place of residence for the 12 straight months prior to enrollment is presumed to be a Texas resident, as are his or her spouse and dependent children.  

10. A Texas resident means a service member’s spouse or child under certain circumstances. First, the service member is stationed outside Texas. Second, the member’s spouse or child resides in Texas. Third, the spouse or child gives the College a letter of intent to establish Texas residency. It is irrelevant how long the spouse or child has lived in Texas if the letter of intent is filed.  

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4 Texas Education Code § 54.052 (effective September 2005).  
(e) **Out-of-District Texas Resident** means an adult Texas resident living outside the College’s taxing district boundaries on the official enrollment reporting date. It can also mean a non-adult Texas resident whose parents or guardians live outside those boundaries on the official enrollment reporting date.

(f) **Out-of-State Residents** means a person aged over 18 years who does not meet the Texas Resident definition under this section. This definition also includes persons aged less than 18 years whose parents or legal guardians resided outside of Texas for the 12 months before the applicable semester.

VI.B.1.03 Establishing Texas Residency and District Status and Grievance Policy
The College will provide applicants with a questionnaire, which becomes part of the applicant’s admissions paperwork. The College can seek more information to answer questions raised by the applicant’s responses. Students must also tell the admissions office on the student’s college when a student changes residences. Current and returning students may be required to prove their residency through supporting documents. A student that does not inform the admissions office can be disciplined under the Student Code of Conduct. The student must ensure that any residency or district issues are resolved before registering for classes. A student may file any grievance or objection with their Chief Student Services Officer. The Chief Student Services Officer has final authority to determine a student’s residency or district status under this policy.

VI.B.1.04 Texas Tuition Fund and Texas Guaranteed Tuition Plan Tuition Rates
A Texas Tuition Promise Fund or Texas Guaranteed Tuition Plan beneficiary pays in state tuition, but may be required to pay higher fees than a Texas resident as defined in this section.

VI.B.1.05 Errors in Texas Residency and District Status
The College may unintentionally misclassify an out-of-state resident as a Texas resident. The College will charge out-of-state tuition and fees to a misclassified person starting with the first semester after the error’s discovery. The same shall be true if the College misclassifies an out-of-district Texas resident as an in-district Texas resident.

The College may also unintentionally misclassify a Texas resident as an out-of-state resident. The College will immediately charge Texas resident tuition and fees to the misclassified person starting the very semester during the error’s discovery. The College shall refund the person the sums the person paid over Texas resident tuition. The same shall be true if the College misclassifies an in-district Texas resident as an out-of-district Texas resident.

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6 Texas Education Code § 54.053 (effective September 1, 2005).
7 Texas Education Code § 54.054 (effective September 1, 2005).
8 Texas Education Code § 54.055 (effective September 1, 2005).
9 Texas Education Code § 54.056 (effective September 1, 2005).
10 Texas Education Code § 54.057 (effective September 1, 2005).
VI.B.1.06 Notice of Repeated Courses and Excessive Undergraduate Hours\textsuperscript{11}
The College and its students benefit when students timely complete certificate and degree programs. The College may charge a student higher tuition than standard tuition for repeated courses or carrying excess hours beyond those allowed for a student to keep paying in-state tuition and fees. The higher tuition rates and criteria are published in the College’s annual course catalog.

VI.B.1.07 Tuition Waiver Based on Contractual Training Agreements
Tuition and fees may be set in a contract when a third party pays the full cost, or a significant portion, of a continuing education or training program. The tuition waiver in this section can never apply where the third party’s payment does not cover at least instructional salaries. The Chancellor may authorize exceptions to this section, and shall report the same to the Board on at least an annual basis.

VI.B.1.08 Dual Credit Tuition Waiver
Texas high school students enrolled in dual credit courses will not pay the College any tuition, but the College may still charge fees to those students.

VI.B.2. Installment Payment Plans\textsuperscript{12}

VI.B.2.01 Policy
The College may offer installment payment plans, as specified in the Tuition and Fees Procedures. Payment plans require a student’s first payment before classes begin. Likewise, payment plans require a student’s last payment by the tenth week of class. Finally, a student who uses a payment plan will pay an extra enrollment fee at enrollment for each semester the student has a payment plan. The College will tell a student about any overdue tuition or fees. Not paying tuition and fees may impact enrollment status.

VI.B.2.02 Obtaining an Installment Payment Plan
The College requires students to enroll and complete necessary paperwork online for a tuition payment plan. That paperwork will include a written agreement outlining the payment plan’s terms and conditions, a promissory note as collateral for the debt, and the student’s financial aid award assignment covering the student’s tuition or fees.

The following statement in bold-faced type must be included in any student’s signed promissory note: “A student who fails to make full payment of tuition and fees, including any incidental fees, by the due date may be prohibited from registering for classes until full payment is made. A student who fails to make full payment prior to the end of the semester or session may be indefinitely denied a transcript.”

\textsuperscript{11} Texas Education Code § 54.014 (effective September 1, 2005).
\textsuperscript{12} Texas Education Code § 54.007 (effective June 17, 2011).
VI.B.2.03 Appealing Denial of a Transcript for Non-Payment
A student may appeal denial of an installment plan to the College. The Chief Student Services Officer will have final authority regarding the student’s eligibility.

VI.B.2.04 Applying Financial Aid Awards to Tuition and Fees
The College applies a student’s financial aid award to pay a semester’s tuition and fees. The College will refund the balance after financial aid pays the student’s tuition and fees.

VI.B.3. Refund Policy

VI.B.3.01 Policy
The College generally refunds tuition and fees as soon as practical via a refund schedule appearing in this section. Students are advised, however, that Federal Pell Grants, Federal Supplemental Educational Opportunity Grants, and Direct Loans, are subject to a different policy by law.

VI.B.3.02 Refund Schedules Defined
Refund schedules are determined by the fund type, class type or course, the class semester-length, and the refund’s reason.

(a) General Refunds. Courses approved by the Texas Higher Education Coordinating Board for which credit hours are awarded are refunded in accordance with this section.\(^{14}\)

1. The College will provide a full refund when the College cancels a scheduled course.

2. The College will provide a partial refund when a student drops a course or withdraws before the first day of classes. That partial refund will be the balance of all tuition and fees minus any registration fee, installment plan payment fee, and any applicable late fees.

3. The College will provide a partial refund when a student drops a course or withdraws after the classes first calendar day during the fall or spring semester. That partial refund will be the prorated as follows.
   A. Calendar days 1 through 15 = 70 percent refund.
   B. Calendar days 16 through 20 = 25 percent refund.
   C. Calendar days 21 through semester’s end = no refund.

4. The College will provide a partial refund when a student drops a course or withdraws after the first calendar day of classes during a six-week summer semester. That partial refund will be prorated as follows.

\(^{13}\) Texas Education Code § 54.0071 (effective June 17, 2011).
\(^{14}\) Texas Education Code § 54.006.
A. Calendar days 1 through 5 = 70 percent refund.
B. Calendar days 6 through 7 = 25 percent refund.
C. Calendar days after the 7th day = no refund.

(b) Title IV Financial Aid Refunds. Students receiving Federal Pell Grants, Federal Supplemental Educational Opportunity Grants, and Direct Loans are subject to this section. Federal law requires that such students stay enrolled in classes at least 60 percent of the course schedule. Students who withdraw before that date must return funds to the federal government and the College under the following terms:

The class schedule’s percentage that the student completed before withdrawing will be the percent of the Title IV assistance that the student earned and will not return. The College will inform the student of the percent completed and the balance owed to the College and the federal government. The student will then return the funds within 45 calendar days.

A student that does not repay the sum owed faces serious action if no valid repayment plan is agreed to by the College and student. First, the College may deny the student future course registration, transcripts, or grades. Second, the Department of Education may deny the student eligibility for Title IV funds in the future for not returning sums owed under this section.

Repayments will be returned to the Title IV programs in the following order: (1) unsubsidized Stafford Student Loans, then (2) Subsidized Stafford Student Loans, then (3) Plus Loan Program, then (4) Pell Grant Program, then (5) SEOG Grant Program, and finally, (6) Robert C. Byrd Honor Scholarship.

VI.B.3.03 Refund Grievance Policy
A student that believes an error has occurred regarding a refund should contact the college’s Vice President of Administrative Services. The only available appeal from a Vice President of Administrative Services’ determination is to the college President. The college President’s decision is final.

VI.B.3.04 Withdrawal for Military Service
The College provides a withdrawing, active military service student three options: (a) refunding the tuition and fees the student paid for the semester in which the student withdraws; or (b) granting the student an incomplete grade in all courses by designating “withdrawn-military” on the student’s transcript; or (c) assigning an appropriate final grade or credit to a student who has satisfactorily completed substantial coursework and has demonstrated sufficient course-material mastery determined by the student’s instructor. The active military service student decides the taken route.15

15 Texas Education Code § 54.006(f).
VI.B.4. Fees, Fines, and Charges

VI.B.4.01 Policy
The College may set and collect special fees. The College will exempt students from tuition, dues, fees or charges as required by law.\(^{16}\) Continued receipt of exemptions and waivers is conditional.

VI.B.4.02 Fee Types

(a) **Continuing Education Course Fees** are charged to each person registered in Continuing Education (CE) courses. The Board shall set the fee in an amount sufficient permitting the College to recover the costs of providing the course. CE fees only apply to the College’s courses that do not collect tuition or receive formula funding—including an extension course, correspondence course, or other self-supporting course. Students enrolled in CE courses where the College collects tuition or receives formula funding are charged a specific per-course sum as outlined in the College’s course catalog.

(b) **Incidental fees** include, without limitation, late registration fees, library fines, payment plan late fees, bad check charges, application processing fees, infrastructure fees, and laboratory breakage charge. The Board may fix the rate current and prospective students pay in incidental fees. Incidental fee rates shall reflect the College’s actual costs for materials and services. The College publishes a description and sum for each incidental fee in the College’s annual course catalog.

(c) **Joint Enrollment Waivers** arise when a student registers at two colleges under a joint or cooperative program at the same time. The student must pay all required student services fees to the college designated as the home college under the joint or cooperative program agreement. The non-home college under the joint or cooperative program agreement will award the student a Joint Enrollment Waiver for all required student services fees at the non-home college campus.\(^{17}\)

(d) **Laboratory Fees** include, without limitation, a sum sufficient to cover the general laboratory material and supply costs a laboratory student uses. The College’s charges for laboratory fees shall not exceed the lesser of $24 per semester credit hour or the actual material-and-supply costs the student uses.

(e) **Student Activity Fees** include an every-semester fee per credit hour used to support student activities distinct from the College’s regularly scheduled academic functions and that involve or benefit students. All money collected as student activity fees shall be reserved and accounted for in a distinct account separate from other revenue sources.

\(^{16}\) Texas Education Code § 54.005

\(^{17}\) Texas Education Code § 54.011 (effective January 1, 2012).
The College shall only use student activity fees for student activities as defined in this section.

VIB.4.03 Fee Grievance Policy
Students that believe an error occurred regarding a fee should contact their Vice President of Administrative Services. The only available appeal from a Vice President of Administrative Services’ determination is to the college President. The college President’s decision is final.
Policy Report and Consideration No. 5   (ACTION ITEM 3)   Board Meeting 3-3-16

Request: Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.C, Students – Financial Aid (FINAL READING)

Chancellor’s Recommendation: That the Board of Trustees reviews and approves Amendments to the College’s Board Policy Manual Section VI.C, which covers most College policies related to student financial aid.

Rationale: The current version of Section VI.C is unclear. Clarity is important in this particular section because it contains most of the policies that affect student financial aid. Certain components of Section VI.C are updated to reflect changes in the law.

Fiscal Impact: None

Resource: Mario K. Castillo  832-813-6655  
Helen Clougherty  832-813-6514
SECTION VI – STUDENTS

VI.C. FINANCIAL AID

VI.C.1. Financial Aid

VI.C.1.01 Policy
Financial aid removes financial barriers preventing access to educational opportunities. The College participates in programs providing aid through grants, scholarships, work-study, and loans. Financial aid policies provide uniform, efficient guidelines for the College’s financial aid offices in getting information, giving awards, and governing programs. This policy supplements the College’s compliance with federal and state statutes and regulations.

VI.C.1.02 Standards
(a) **Financial Aid Application.** Students applying for financial aid, other than scholarships, must first complete a Free Application for Federal Student Aid (FAFSA) form. The information submitted in the application may be verified. Scholarship applicants must submit scholarship applications by published deadlines. Scholarship donors determine scholarship eligibility criteria.

(b) **Disbursement of Financial Aid Funds.** Financial aid awards other than work-study awards are credited to the student’s account and pay tuition, fees, and books. Any balances are refunded to the student. The College’s work-study funds are distributed through its payroll system.

(c) **Repayment of Title IV Funds.** Students receiving Title IV funds, who withdraw from a course before the 60 percent point of completion, must return the unearned portion of the Title IV funds.

(d) **Financial Aid Probation and Suspension.** Students must meet certain academic progress standards to remain eligible for the College’s financial aid programs. Students who do not make satisfactory academic progress will be placed on financial aid warning, probation, or suspension.

VI.C.1.03 Appealing a Financial Aid Suspension. A student placed on financial aid suspension who wants to appeal the suspension shall complete and submit an appeal form to the appropriate College official.

The College must provide the student with a written decision regarding the student’s appeal and provide any remaining appeals remaining available.
VI.C.1.04 Title IV Fraud
Any person who embezzles, misapplies, steals, or obtains funds by intentional misrepresentation, false statement, or forgery, commits fraud. A person who does not refund any owed funds, assets, or property received under Title IV commits theft and conversion. A person committing fraud can be penalized and fined under federal law. A person committing theft and conversion can be penalized, fined, and sued under Texas law.

The College shall refer Title IV fraud to the U.S. Department of Education by forwarding the investigative report to the agency and supporting documents. College administrators shall determine whether to refer the case to the U.S. Attorney General. The College’s General Counsel shall be responsible for making any such referral.
Request: Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.D, Students – Student Welfare and Rights (FINAL READING)

Chancellor’s Recommendation: That the Board of Trustees reviews and approves Amendments to the College’s Board Policy Manual Section VI.D, which covers most College policies related to student welfare and rights.

Rationale: The current version of Section VI.D is unclear. Clarity is important in this particular section because it contains most of the policies that affect student welfare and rights. Certain components of Section VI.D are updated to reflect changes in the law.

Fiscal Impact: None

Resource: Mario K. Castillo 832-813-6655  
Helen Clougherty 832-813-6514
SECTION VI – STUDENTS

VI.D. STUDENT WELFARE AND RIGHTS

VI.D.1. Student Organizations

VI.D.1.01 Policy
The College provides equal opportunities to all students participating in courses, activities, and programs regardless of race, color, sex, age, sexual orientation, religion, ethnic or national origin, religion, disability, veteran status, or any other protected status. The College cannot deny a student group registration because of the group’s views.

VI.D.1.02 Definitions

(a) **Necessary Student Travel Paperwork** includes all required forms specified in the College procedures for student organization travel.

(b) **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.

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

(d) **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.

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

(f) **Student Travel** means students traveling to reach an activity or event located 25 miles or farther away from the campus or departure center. Student Travel must also include any of the following four conditions and the 25-mile requirement. First, any activity or event the College funds. Second, any travel in a vehicle the College owns, leases, or rents. Third, a registered student organization requires the travel. Fourth, the College’s campus, department, class or course, office, study-abroad program, scheduled sports event or competition, or a recognized student organization or its representatives direct the travel.
(g) **Student Travel Funded by the College** means a College-maintained budget item or fund created and funding expenses associated with the activity or event. The College funds travel even if an outside tour company arranges the College-sponsored trip and travelers pay their own travel-related expenses.

(h) **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.1.03 Student Travel Policies

Students will complete and submit Necessary Student Travel Paperwork at least five working days before the necessary travel. Commercial airlines, College-owned, -rented, or -leased vehicles, and commercial vehicles are approved transportation modes for Student Travel under this policy.

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

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

(b) **Student-provided Transportation.** The following applies when student-owned vehicles are used for Student Travel: (a) the College’s students are not covered by the College’s vehicle insurance policies and cannot be College-approved drivers; (b) adult students drive their own private vehicles at their own discretion and at their own peril; (c) adult students riding with another adult student do so on their own and at their own peril; (d) the College’s employees cannot arrange for students to drive other students; (e) all student drivers must sign a liability waiver for driving their own vehicle and submit this in accordance with the Necessary Student Travel Paperwork; (f) all student-owned vehicle accidents or collisions must be covered by the student’s vehicle insurance policy; (g) the Student Travel conditions must be detailed in the appropriate form submitted with the Necessary Student Travel Paperwork; and (h) the College must provide any student driver with directions to the intended destination.
VI.D.1.04 Student Group Registration Eligibility
A student group may register on the College’s campuses if (a) the student group does not deny membership because of race, color, sex, age, sexual orientation, religion, ethnic or national origin, religion, disability, veteran status, or any other protected status.; (b) the student group has a Student Organization Advisor; (c) its registration is not prohibited after disciplinary action; and (d) the College’s currently enrolled students and employees compose its membership. Alumni, faculty, and staff can serve as advisors by invitation.

VI.D.1.05 Required Risk Management Training for Student Groups
The College will provide a Risk Management Program for registered student organizations at least once each academic year. The College requires the Student Organization Representatives and its Student Organization Advisor(s) to attend. The College must record the program’s attendance and keep those records for at least three years after the program is held. Other student organization members may attend the program. Student Organization Advisors or Student Organization Representatives will brief the entire student organization on the program’s contents at the next full membership meeting.

VI.D.1.06 Compliance with the College’s Policies
Registered student organizations must comply with the College’s policies and procedures. The student organization’s activities and programs require Student Organization Advisor approval. Student organizations do not legally represent or bind the College. A registered student organization may use the College’s tax exemption number for its purchases relating to the College’s tax-exempt educational purpose. Items for personal use are not exempt from sales tax.

VI.D.1.07 Violation of the College’s Policies
The College can charge a registered student organization with violating this policy and or the Student Code of Conduct. The organization and its Student Organization Representatives may be held responsible for violations during organization-sponsored events. The College holds student organizations and their Student Organization Representatives responsible for violations committed by a member representing the organization or associated with the organization.

Sanctions for student organization misconduct may include the College revoking the registered student organization’s status. Sanctions can also include those listed in Section VI.G.1. A student organization may appeal or proceed as an individual student might under Section VI.G.1.

VI.D.1.08 Sale of Taxable Items
A registered student organization may hold one or two sales each year exempt from taxes imposed by Chapter 151 of the Texas Tax Code so long as the sales price of each taxable item remains $5,000 or less. If, at the sale, the student organization sells an otherwise taxable item that it manufactured or which was donated to the student organization, the item is exempt from
taxes imposed by Chapter 151 of the Tax Code regardless of sales price unless a donated item is sold to the donor. Each sale may last no longer than 24 hours.

VI.D.1.09 Raffles
The College allows registered student organizations to hold raffle-ticket sales at the College—subject to reasonable time, place, and manner restrictions and always following Texas law.

VI.D.2. Religious Holy Days

VI.D.2.01 Policy
The College respects students’ religious observances even though they may conflict with the College’s class meetings, assignments, and examinations.

VI.D.2.02 Definitions
(a) Religious Holiday means a holy day observed by a religion whose worship places are exempt from property taxation under Section 11.20 of the Texas Tax Code.

(b) Excused Absence means a student is treated consistently with the instructor’s policies and procedures regarding other excused absences—except that no instructor may unilaterally deny the student the opportunity for make-up work under this policy.

VI.D.2.03 Requesting Absences for Religious Holy Days
Student class attendance affects the educational experience, and students should attend all classes in which they are enrolled. Each faculty member shall communicate the attendance policy to his or her classes. The College shall publish its attendance policies and procedures for religious holy days. A student excused under this section may not be penalized for the absence; however, the instructor may appropriately respond if the student does not complete any postponed or rescheduled assignment or exam.

VI.D.3. Crime and Security Reports
The College shall collect information regarding campus crime statistics and campus security policies as required by law. The College will prepare, publish and distribute an annual security report through appropriate publications, electronic media, or mailings to all current students and employees as required by law. The College will also provide the resulting report to any applicant for enrollment or employment upon request. This report shall include the following:

(a) A statement of current policies concerning security and access to campus facilities, and security considerations in maintaining campus facilities.

(b) A statement of current policies concerning campus law enforcement that includes: (1) the enforcement authority of security personnel, including their working relationship with state and local police agencies, and whether those security personnel have the authority to arrest individuals; and (2) the policies that encourage accurate and prompt reporting of all crimes to the campus police and the appropriate police agencies.
(c) A description of the type and frequency of programs designed to inform students and employees about campus security procedures and practices and to encourage students and employees to be responsible for their own security and the security of others.

(d) A description of programs designed to inform students and employees about crime prevention.

(e) Campus and community crime statistics.

VI.D.4. Student Support Services
The Executive Vice Chancellor shall ensure that the Colleges make available to all students effective student support services, including academic advising services, academic-support services, skills assessment and placement services, career services, financial aid services, student enrollment services, and support services for students with disabilities.

VI.D.5. Student Health Notices and Immunizations
The College’s policy on HIV infection and AIDS shall be published and available for viewing on the College’s website.

VI.D.6. Drug and Alcohol Testing
Students and faculty members in the health occupation, emergency services, child care programs or any other applicable program may require drug testing.

VI.D.7. Criminal Background Checks
Before registering in the College’s health professions, emergency services, or child development programs, a student must pass a criminal background check performed by an external consumer agency the College selects. The student shall sign a release and directly pay the agency the background-check cost. Background check results, confidentially kept, are sent directly to the program director and the student.

VI.D.8. Legal Notice Regarding Steroids
The following notice regarding legal restrictions on steroids shall be posted in the College’s gyms: “Anabolic steroids and growth hormones are for medical use only. State law prohibits the possession, dispensing, delivery or administering of an anabolic steroid or growth hormone in any manner not allowed by state law. State law provides that bodybuilding, muscle enhancement, or increasing muscle bulk or strength through anabolic steroid use by a person in good health is not a valid medical purpose. Only a medical doctor may prescribe an anabolic steroid or human growth hormone for a person. A violation of state law concerning anabolic steroids or human growth hormones is a criminal offense punishable by confinement in jail or imprisonment in the Texas Department of Criminal Justice.”

1 Texas Education Code § 51.921
VI.D.9. Graduation Rates
The College publishes or mails to all current students its full-time student completion and graduation rates. It also provides the same to any requesting prospective student. The College updates the information at least every two years.

VI.D.10. Student First Amendment Rights and Other Rights

VI.D.10.01 Policy
The College’s students retain their First Amendment rights, but voluntarily assume certain responsibilities by enrolling in the College. The College’s students enjoy First Amendment protections at all College-sponsored events subject to limited exceptions. Student expression remains protected by the First Amendment and may not be abridged unless, in the Chancellor’s or a designee’s view, the speech is disruptive, College-sponsored, promotes illegal drug use, or the regulation remains viewpoint- and content-neutral.

With the exceptions stated above, the College shall take no action respecting a religion’s establishment, nor will the College prohibit religion’s free exercise. The College will not abridge speech, the press, peaceful assembly, or grievance petitions. Students distributing literature, displaying signs, petitioning for change, and sharing information concerning issues of public concern are protected by the First Amendment. Students also maintain their rights against unreasonable searches and seizures as provided herein.

VI.D.10.02 Definitions

(a) **College-sponsored** means the College’s publications, theatrical productions, and other expressive activities that students, parents, and members of the public might reasonably perceive to bear the College’s approval and license. These activities may fairly be characterized as part of the College curriculum, whether or not they occur in a traditional classroom setting, so long as they are supervised by employee-advisors and imparting particular knowledge or skills to student participants and audiences.

(b) **Disruptive** means substantially disrupting or materially interfering with the College’s central mission of educating students. This definition does not include action that merely presents the possibility of discomfort or unpleasantness that always accompanies an unpopular viewpoint.

(c) **Premises** means any real property over which the College has possession, control, or legal ownership.

(d) **Student** means any person registered to attend College courses or classes. This definition includes individuals enrolled in non-credit classes, including but not limited to, continuing education, GED, or ESL classes.

(e) **Viewpoint- and Content-Neutral** means speech policies or procedures that regulate speech without consideration for the speech’s content, such as regulations regarding speech’s time, manner, and place.
VI.D.10.03 First Amendment Grievances
A student that believes his or her rights have been violated under this section may file a grievance under Section IV.D.12.

VI.D.10.04 Student Interviews and Emails
The College respects a student’s privacy rights. But the College can interview students on a matter to protect the College’s overall welfare.

(a) Email Confidentiality. The College cannot guarantee the privacy or confidentiality of electronic documents, and any messages that are confidential should probably not be communicated over email. The College reserves email-access rights during routine computer maintenance and housekeeping, carrying out internal investigations, preparing public records responses, or disclosing messages, data, or files to law enforcement authorities.

(b) Email Records. Messages sent as email should meet the same standards for distribution or display as tangible documents or instruments. As with all records the College maintains, as required by law, files saved on the College’s information system or servers, including email, may be released after a public information act request.

VI.D.10.05 Warrantless Search
The College’s officials have limited authority to search a student’s person or property without a warrant as follows: (a) any prohibited item within “plain view” can be seized; (b) personal property may be searched, if probable cause exists, and only if exigent circumstances justify not obtaining a search warrant; (c) areas such as lockers and desks, which the College owns and operates may be searched by the College officials when they have reasonable suspicion to believe that stolen items or items prohibited by law or by this policy are contained in the area to be searched; and (d) stolen items and items which are forbidden by this policy or law may be impounded and used as evidence in internal College disciplinary proceedings against the student.

VI.D.11. Students with Disability Rights

VI.D.11.01. Policy
The College recognizes and supports the principles set forth in federal and state laws designed to eliminate discrimination against qualified individuals with disabilities. The College believes in equal access to educational opportunities for all individuals. The College is committed to making reasonable accommodations, including furnishing auxiliary aids and services, for qualified individuals with disabilities as required by law. For purposes of this policy section, accommodation requests also mean requests for auxiliary aids and services.
The College shall communicate and make available the procedures for the prompt and equitable implementation of reasonable accommodations for qualified individuals.²

VI.D.11.02. Student Responsibility to Request Accommodation
Students with disabilities have the right to an equal opportunity to participate in and benefit from College services, programs, facilities or activities. Students are responsible for identifying themselves as individuals requesting accommodation based on a qualifying disability each semester. Students shall direct accommodation requests to one of the College’s Disability Services Offices. While the College accepts accommodation requests throughout each semester, students are strongly urged to submit accommodation requests at least four weeks before each semester starts. The College has a two-step process to reasonably accommodate students with qualifying disabilities. Students must actively participate in this process. The two steps are (a) certifying the student’s qualifying disability and (b) determining the student’s reasonable accommodation.

Students certified as having a qualifying disability are eligible for accommodation and will engage in a collaborative process with the Disability Services Office to determine their reasonable accommodation. An accommodation will not be considered reasonable if it fundamentally alters the nature of a service, program, facility, or activity of the College. The College is not required to lower or substantially modify program standards or codes of conduct. Students using their accommodation shall notify the applicable instructors of the accommodation once determined. Students receiving accommodation shall be evaluated based on their ability, not disability.

VI.D.11.03. Requests for Reconsideration or Revision of Accommodations and Discrimination Complaints

(a) Reconsideration or Revision of Accommodations. Students may appeal denied accommodations or College-proposed accommodations. Students may also request accommodation revision during the semester. Each Disability Services Office evaluates appeal and revision requests for its college campus. Students should appeal accommodation denials or College-proposed accommodations within two weeks. Students requiring accommodation revision anytime during the semester should submit a request as soon as possible. Students may appeal Disability Services Office decisions to the Executive Director of Disability Services. Students may also file a complaint at any time with the regional Office of Civil Rights at the U.S. Department of Education or through the civil court system.

(b) Discrimination Complaints. Students who believe they are unlawfully discriminated against on the basis of disability are encouraged to report the incident to the Disability Services Office and or in the manner described in Section VI.D.12 (Student Civil Rights Complaints).

² 28 CFR Part 35.107 (b)
Students may also file a complaint at any time with the regional Office of Civil Rights at the U.S. Department of Education or through the civil court system.

(c) Prohibition of Retaliation or Coercion. No College community member shall discriminate against any individual because that individual has opposed any act or practice made unlawful by the applicable laws, or because that individual submitted a complaint or charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under any applicable law or this policy.

No College community member shall coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by any applicable law.3

VI.D.11.04. Responsible Employee Designation4
The College designates the Executive Director of Disability Services as the employee responsible for coordinating the College’s efforts to comply with and carry out its responsibilities under applicable disability laws, including investigations of complaints communicated to the College alleging its noncompliance and/or any actions prohibited by applicable laws. The College shall further designate at least one employee at each campus to assist the Executive Director of Disability Services in carrying out the College’s responsibilities. The College shall make available to all interested individuals the names, office addresses, and telephone numbers of the employees designated.

VI.D.11.05. Confidentiality and Records
Students’ disability records are confidential. The confidentiality protects students from discrimination on the basis of disability as well as to ensure the non-release of their medical records except as needed to provide educational services. The College’s Disability Services Office on each campus is responsible for collecting and maintaining disability-related documentation, confidential records of each student’s visit, and any ongoing changes in the student’s condition. These records are kept in a separate, secure digital file accessible only by Disability Services Office personnel and housed in the College’s headquarters.

Disability-related information is shared only when necessary. Limited information may be disclosed to appropriate parties in a health or safety emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

---

3 28 CFR 35.134
4 28 CFR 35.107(a)
VI.D.12 Civil Rights Complaints

VI.D.12.01 Policy
The College provides equal treatment and educational opportunities to all persons without regard to race, color, sex, age, sexual orientation, religion, ethnic or national origin, religion, disability, veteran status, or any other protected status. Any student experiencing discriminatory treatment or civil rights violations, aside from Sexual Violence or Title IX Harassment addressed in Section VI.E.3. (Sexual Harassment, Assault, Violence, and Discrimination), may submit a civil rights complaint under this section.

VI.D.12.02 Reporting and Processing Civil Rights Complaints
Students experiencing a civil rights violation should complain to the applicable Chief Student Services Officer or President as soon as possible. Depending on the nature of the complaint and the respondent to the complaint, the receiving College official or a designee may (a) investigate the complaint and take any appropriate corrective or disciplinary action at the applicable college campus as approved by the President or (b) forward the complaint to the appropriate College official. The College shall publish procedures for Reporting and Processing Civil Rights Complaints.

VI.D.12.03 Potential Disciplinary Actions
If the investigation reveals an employee committed a civil rights violation, action will be taken under this policy’s Section IV.F.11 or IV.F.13. If the investigation reveals a student committed a civil rights violation, action will be taken under this policy’s Section VI.G.1.

VI.D.12.04 Prohibition on Retaliation
The College’s policy prohibits any College employee from retaliating against a student for submitting a student’s civil rights complaint. The College’s policy forbids retaliating against any person who submitted a civil rights complaint. The College's policy also forbids retaliating against anyone who helps investigate such a complaint. A complaint’s actual or perceived truth does not excuse retaliatory conduct. Any person who observes retaliation should promptly notify the applicable Chief Student Services Officer or President.
Policy Report and Consideration No. 7 (ACTION ITEM 5) Board Meeting 3-3-16

Request: Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.E, Students – Student Responsibilities (FINAL READING)

Chancellor’s Recommendation: That the Board of Trustees reviews and approves Amendments to the College’s Board Policy Manual Section VI.E, which covers most College policies related to student responsibilities.

Rationale: The current version of Section VI.E is unclear. Clarity is important in this particular section because it contains most of the policies that affect student responsibilities. Certain components of Section VI.E are updated to reflect changes in the law.

Fiscal Impact: None

Resource: Mario K. Castillo  832-813-6655
              Helen Clougherty  832-813-6514
SECTION VI – STUDENTS

VI.E. STUDENT RESPONSIBILITIES

VI.E.1. Non-Academic Student Code of Conduct

VI.E.1.01 Policy
The College provides a safe and responsive learning environment for all students. The College achieves that environment by enforcing the Lone Star College System Non-Academic Student Code of Conduct. The Non-Academic Student Code of Conduct applies to all students enrolled in a credit or non-credit course at the College. It also applies to all online-only and hybrid students.

VI.E.1.02 Definitions
(a) Prohibited Computer Use can take many forms—especially in a fast developing industry—but the following list should allow students to understand the types of uses that are specifically prohibited. The following list is not a complete list, but does provide some illustrative examples for students to appreciate in using the College’s computers or its systems.

1. Intentionally disrupting the access of other students, faculty, or staff to the College’s digital or electronic resources;

2. Knowingly obtaining access to a computer account, identification number, or password assigned to another student, faculty member, staff member, or college office without authorization;

3. Knowingly using an account, identification number, or password belonging to another student, faculty member, staff member, or College office for other than its intended purpose without authorization, or using an identification number or an inactive account, password, or identification number;

4. Misusing the College’s computer equipment by falsifying or altering records or documents, damaging programs belonging to others, sending harassing or threatening material, or unlawfully duplicating copyrighted property;

5. Intentionally using the College’s computer resources to store, download, upload, display, print, or email computer images that constitute “obscene materials” as defined by Texas law that are not directly related to, or required for, a specific educational course or research project related to an educational program;

6. Displaying or transmitting messages, images, or cartoons that are sexually explicit or that demean a person on the basis of race, ethnicity, gender national origin, disability, or religion;

7. Using the College’s e-mail or other computer resources for commercial purposes or for personal financial gain; or
8. Intentionally overloading the College’s computer resources.

Access to the College’s e-mail and similar electronic communication systems remains a privilege extended to current employees, students, and affiliates in good standing. The privilege of access ends with the termination of employment, the failure to re-enroll in a College educational program, or disciplinary sanctions. This definition includes unauthorized access based on previous standing with the College.

(b) **College-sponsored activity** means events and activities initiated by a student, student organization, college department, faculty member, or other employee, which meet one of the following conditions.

1. The College hosts the event or activity on its premises.
2. The College expressly authorizes, aids, supervises, or conducts the event or activity.
3. The College funds any portion of the event or activity.
4. The College’s registered student organizations initiated, conducted, or promoted the event or activity in the organization’s or College’s name.

(c) **Prohibited weapons include:**

1. Firearms (any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use).
2. Ammunition.
3. An explosive weapon (any explosive or incendiary device, bomb, grenade, rocket or mine designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror, and includes a device designed, made or adapted for delivery or shooting an explosive weapon).
4. An illegal knife (knife blade over 5½ inches; hand instrument designed to cut or stab another by being thrown; switchblade knife; dagger; bowie knife; sword; or spear).
5. A taser (any weapon firing barbs attached by wires to batteries, causing temporary paralysis).
6. Knuckles (any instrument consisting of finger rings or guards made of a hard substance designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles).
7. A chemical dispensing device (device other than a small chemical dispenser sold commercially for personal protection, designed, made, or adapted for the purpose of causing an adverse psychological or physiological effect on a human being).
8. A zip gun (a device or combination of devices that was not originally a firearm adapted to expel a projectile through a smooth-bore or rifle-bore barrel by using the energy generated by an explosion or burning substance).

9. A club (instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, including a blackjack, nightstick, mace, and tomahawk).

(d) **Prohibited items include:**

1. Any self-balancing motorized boards (segways or hoverboards), unless specifically authorized by the Chancellor or his or her designee.

2. Any unmanned aerial vehicles (drones), unless specifically authorized by the Chancellor or his or her designee.

(e) **Student** means any person (1) registered with the College, (2) who the College has accepted for admission, or (3) who intends to attend the College.

(f) **Hazing** means any intentional, knowing, or reckless act directed against a student that endangers the student’s mental health, physical health, or safety. A student organization cannot require such acts to initiate, affiliate, appoint, or maintain membership in any student organization. Whether the act occurs on or off the College’s property remains irrelevant.

**VI.E.1.03 Non-Academic Code of Conduct**

Non-academic misconduct can occur in many different ways. The list below presents some examples of non-academic misconduct. The list does not contain every conceivable example of non-academic misconduct. The College publishes this list only giving students examples of the types of conduct that might qualify as non-academic misconduct.

(a) Disrupting, obstructing, or interfering with College activities, access to college facilities, or college-sponsored activities.

(b) Physically or psychologically abusing, threatening violence, making terroristic threats, stalking, or harassing the College’s members or visitors. This includes oral and electronic threats.

(c) Using, possessing, or storing any weapon, dangerous chemical, ammunition, or explosive element regardless of whether the possessor holds a federal, state, or other license.

(d) Using a simulated weapon, explosive, or ammunition, in an assault or battery.

(e) Operating a self-balancing board within College buildings.

(f) Unauthorized operation of unmanned aerial vehicles within College premises, which includes College parking lots. Only the Chancellor or his or her designee can authorize operation of unmanned aerial vehicles within College premises.
(g) Using electronic cigarettes, vaporizers, or battery-powered inhalation device within College buildings.

(h) Initiating or inducing a false report with the College.

(i) Misusing or damaging fire safety equipment. Tampering, misusing, damaging, or playing with fire extinguishers, smoke detectors, exit lights, emergency lights, fire alarms or doors, or other similar equipment.

(j) Engaging in prohibited computer use.

(k) Violating the terms of any disciplinary action.

(l) Inducing or participating in hazing.

(m) Violating any College policy, procedure, regulation or rule.

(n) Unlawfully possessing, using, selling, administering, or distributing alcoholic beverages, illegal or controlled substances, designer drugs, or drug paraphernalia.

(o) Littering, damaging, defacing, removing, occupying, using, or destroying the College’s property without the College’s authority.

(p) Gambling, raffling, or holding a lottery at the College without approval.

(q) Violating any local, state, federal, or other applicable law.

(r) Engaging in obscene, vulgar, lewd, or indecent conduct, expression, or sexual conduct on the College’s property.

(s) Furnishing false information or willfully misrepresenting any fact to the College or to the College’s community members acting in their official capacities.

(t) Forging, altering, falsifying, or misusing the College’s documents, records, forms, or identification cards.

(u) Willfully misrepresenting to anyone the relationship between an individual and the College. This includes willfully misrepresenting that the College supports, sponsors, or approves the services or activities of any person, group, or organization.

(v) Stealing or trying to steal the College’s property or services or those of any of its community members.

(w) Infringing upon the right of other students to fair and equal access to any of the College’s library materials and other of the College’s academic resources.

(x) Using, without authorization, the College’s facilities or equipment.

(y) Causing false information to be presented before any College administrative proceeding, or intentionally destroying evidence relevant to such a proceeding.

(z) Failing to comply with the direction of College officials, including campus security officers acting in the performance of their duties.
(aa) Abandoning a child in any place on the College’s premises without providing reasonable and necessary care for the child.

Attempting to commit acts prohibited in this Non-Academic Code of Conduct, or encouraging or assisting others to commit such acts is prohibited and may be punished to the same extent as if one had committed the prohibited act.

VI.E.1.04 Classroom Misconduct
The College recognizes and encourages distinct views in the learning process. Differing viewpoints, however, must be part of the learning process—not detract from it. Individual faculty members set appropriate conduct standards at the start of each class or course. Students who disrupt a classroom, and are warned by the instructor, may be asked to leave the classroom. A student refusing to leave a classroom after being asked to do so by the instructor may be removed by the College’s Police Department. The instructor must submit a written report documenting the incident to the Chief Student Services Officer. The report must include the date, time, place, and describe the circumstances of the classroom disruption.

VI.E.1.05 Off-Campus Activities
Students are not under the College’s control when not on the College’s property or when such students are not participating in a College-sponsored activity. The College assumes no responsibility for the off-campus activities or its students’ personal conduct. Students who break the law risk the related consequences of so doing. The College may, however, take disciplinary action against students whose conduct at a non-college-sponsored event poses a serious and substantial danger to any student.

VI.E.1.06 Professionalism
Students assigned to healthcare or other facilities, as part of clinical courses or serving in internships as part of a course, are expected to behave in a professional manner. Students must adhere to professional norms for the particular professional field. A student’s performance evaluation includes a professional conduct component.
Request: Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.G, Students – Discipline (FINAL READING)

Chancellor’s Recommendation: That the Board of Trustees reviews and approves Amendments to the College’s Board Policy Manual Section VI.G, which covers most College policies related to student discipline.

Rationale: The current version of Section VI.G is unclear. Clarity is important in this particular section because it contains most of the policies that affect student discipline. Certain components of Section VI.G are updated to adhere more closely to relevant law.

Fiscal Impact: None

Resource: Mario K. Castillo 832-813-6655
Helen Clougherty 832-813-6514

Exhibit "J"
SECTION VI – STUDENTS

VI.G STUDENT DISCIPLINE FOR NON-ACADEMIC MISCONDUCT

VI.G.1 General Provisions

VI.G.1.01 Student Discipline Policy for Non-Academic Misconduct
The College shall maintain safety, order, and integrity by enforcing conduct standards. Non-academic misconduct subjects students to discipline under this section. The College shall respect each person’s dignity and rights throughout the discipline process. When possible, members of the College community should try to resolve minor allegations of non-academic misconduct informally. Section VI.G does not apply to matters addressed by Section VI.F above.

VI.G.1.02 Definitions

(a) **Appeal** means to request in writing that the Executive Vice Chancellor review a decision of suspension or expulsion, stating why it should be modified or reversed.

(b) **Chief Conduct Officer** means a college Vice-President to whom the college President gives primary responsibility for student discipline for non-academic misconduct.

(c) **Discipline Committee** means a panel appointed from each college to review suspensions and expulsions imposed by other colleges.

(d) **Due process** means a student’s procedural and substantive constitutional protections.¹

(e) **Effective notice** means written notice served in person, emailed to a person’s College email address, or mailed to a person’s address.

(f) **Expulsion** means permanent exclusion from any or all College classes and activities.

(g) **Non-Academic Misconduct** means violating minimum standards of student conduct required to maintain safety, order, and integrity.

(h) **Period of disruption** means any period in which it reasonably appears that there is a threat of destruction to institutional property, injury to human life on the college or facility, or a threat of willful disruption of the orderly operation of the college or facility.

(i) **Sanction** means a penalty against a student, including oral or written warning, probation, suspension, expulsion, or other proper penalty.

(j) **Suspension** means temporary exclusion from any or all College classes and activities.

**VI.G.1.03 How to Report Non-Academic Misconduct**
Anyone may report non-academic misconduct in writing to a Chief Conduct Officer. Reports shall include all known relevant facts, including dates, times, and places. The reporter shall supply available evidence and shall commit to participate in the investigation or hearing. False reports are non-academic misconduct.

**VI.G.1.04 Investigation**
After receiving a written report alleging non-academic misconduct, the College shall investigate the allegations and issue a written decision either dismissing the allegations or finding the student responsible for non-academic misconduct and imposing sanctions. If the decision imposes suspension or expulsion, the student may request a Discipline Committee hearing.

**VI.G.1.05 Hearing**
The College shall give the student effective notice of the date, time, and place of his or her Discipline Committee hearing. Notices shall set forth specific allegations, list all evidence of non-academic misconduct including all witnesses who may testify against the student, and provide copies of all documents to be used against the student. The College must prove non-academic misconduct to the Discipline Committee by preponderance of the evidence. Accused students shall have the right to confront and question their accusers during the hearing unless a legally recognized exception to this right applies. After the hearing, the Discipline Committee will issue a written majority decision either dismissing the matter or finding the student responsible for non-academic misconduct. A decision finding a student responsible for non-academic misconduct shall explain the specific non-academic misconduct and evidence thereof and recommend sanctions. Either party may appeal the Discipline Committee’s decision. The College may hold a joint hearing for two or more students alleged to have participated in the same incident(s) of non-academic misconduct.

**VI.G.1.06 Effect of Sanctions**
Unless otherwise specified in writing, suspension or expulsion shall have College-wide effect. A student suspended or expelled from one college may not enroll at another college without the Executive Vice Chancellor’s permission unless the sanction has expired by its own terms or has been reversed on appeal. Any student facing unresolved discipline for non-academic misconduct may not register without the College’s permission. The College may agree at any time to impose certain sanctions if a student admits to non-academic misconduct, and the student and Chief Conduct Officer shall sign any such agreement. In addition to sanctions, the College may pursue any and all remedies at law or equity.
VI.G.1.07 Due Process Requirements
Students have a protected interest in receiving an education. ² Except during periods of disruption, students must receive due process before they may be suspended or expelled. ³ Due process requires notifying students of charges against them, explaining evidence against them, and giving students a fair opportunity to present their side of the story. ⁴ Due process is not required for sanctions that do not affect students’ interest in receiving an education, such as warnings or exclusion from extracurricular activities. ⁵ Except during a period of disruption, no suspension or expulsion will take effect before the investigation, hearing, and appeal process ends.

VI.G.1.08 Autonomy
Non-academic misconduct may also violate federal, state, or local laws, and students subject to discipline may also face civil or criminal legal penalties. Civil or criminal proceedings—or the lack thereof—related to alleged non-academic misconduct will not determine discipline.

VI.G.1.09 Periods of Disruption
During periods of disruption, the powers and procedures in Texas Education Code Chapter 51, Subchapter E-1 shall apply and shall prevail over this section if they conflict. Students must receive due process as soon as practicable during periods of disruption. ⁶

VI.G.1.10 Discipline in Health Occupations Programs
Health Occupations Program Deans shall act as Chief Conduct Officers for their programs.

² Id.
⁴ Goss v. Lopez, 419 U.S.565 (1975); Univ. of Tex. Med. Sch. v. Than., 901 S.W.2d 926 (Tex. 1995); Willis v. Tex. Tech Univ. Health Sciences Center, 394 F. App’x. 86, 87 (5th Cir. 2010).
⁵ NCAA v. Yeo, 171 S.W.3d 863, 865 (Tex.2005).
**Policy Report and Consideration No. 9  (ACTION ITEM 7)  Board Meeting 3-3-16**

**Request:** Consideration and Approval of the Recommended Revision of the Lone Star College System Board Policy Manual Section VI.H, Students – Records (**FINAL READING**)  

**Chancellor’s Recommendation:** That the Board of Trustees reviews and approves Amendments to the College’s Board Policy Manual Section VI.H, which covers most College policies related to student records.  

**Rationale:** The current version of Section VI.H is unclear. Clarity is important in this particular section because it contains policies that affect student records.  

**Fiscal Impact:** None  

**Resource:**  
- Mario K. Castillo 832-813-6655  
- Helen Clougherty 832-813-6514
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.

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.
Request: Consideration and Approval of a Variance from Lone Star College Policy Manual Section II.D.2 Minors on System Property

Chancellor’s Recommendation: That the Board of Trustees reviews and approves a variance from Lone Star College Policy Manual Section II.D.2 Minors on System Property, to allow colleges with a Harris County Public Library discretion to adopt some or all of Harris County Public Library regulations regarding children’s presence in and use of the library, even if those regulations deviate from and/or are inconsistent with Section II.D.2.

Rationale: Allowing this variance will permit colleges to continue to partner with Harris County to operate libraries for Harris County Public Library at Lone Star colleges. Minors in nearby communities who use these joint Harris County-Lone Star College libraries would be required to adhere to the same standards of conduct as adult library patrons. Patrons who are minors would benefit from access to these joint libraries, and the College would benefit by educating and strengthening its relationships with the surrounding community, including future students.

Fiscal Impact: If this variance is not approved, Harris County could choose to terminate its current interlocal library operating agreements with Lone Star College, eliminating approximately $1,870,000 that Lone Star College annually receives from Harris County to operate the joint libraries at LSC-Tomball and LSC-CyFair

Resource: Mario K. Castillo 832-813-6655
Cindy Gilliam 832-813-6512
Helen Clougherty 832-813-6514
Curriculum Report and Considerations No. 1  (ACTION ITEM 9)  Board Meeting 3-3-16

Request: Consideration of Approval of the Associate of Arts as the Designated Multidisciplinary Studies Degree.

Chancellor’s Recommendation: That the Board of Trustees approve the proposed designation.

Rationale: The 84th Texas Legislature passed Senate Bill 1189, requiring that each public junior college establish a multidisciplinary studies associate degree program to be approved by its governing board. The Lone Star College Associate of Arts degree meets the requirements set forth by the bill and by the Texas Higher Education Coordinating Board.

Fiscal Impact: None

Staff Resource: Austin Lane 832.813.6648
Report: Monthly Financial Statements

The financial statements for the month ended January 31, 2016 are presented for Board review.
ACTUAL REVENUES AS A % OF BUDGET
9/1 THROUGH 1/31

<table>
<thead>
<tr>
<th>Year</th>
<th>Actual Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-12</td>
<td>62.6%</td>
</tr>
<tr>
<td>12-13</td>
<td>63.5%</td>
</tr>
<tr>
<td>13-14</td>
<td>67.5%</td>
</tr>
<tr>
<td>14-15</td>
<td>67.2%</td>
</tr>
<tr>
<td>15-16</td>
<td>67.6%</td>
</tr>
</tbody>
</table>
ACTUAL EXPENDITURES AS A % OF BUDGET
9/1 THROUGH 1/31 (42% OF YEAR)

- 15-16: 38.2%
- 14-15: 37.7%
- 13-14: 36.2%
- 12-13: 35.8%
- 11-12: 36.1%
STUDENT REVENUES THROUGH JANUARY 31, 2016

- Credit Tuition: 46%
- Out of LSC Fees: 12%
- Differential Fees: 6%
- Other Credit Fees: 33%
- Non-Credit Revenues: 3%
LONE STAR COLLEGE

Statement of Revenues and Expenditures
General and Auxiliary Funds
YTD January 31, 2016
Unaudited

<table>
<thead>
<tr>
<th>REVENUES:</th>
<th>BUDGET</th>
<th>FISCAL YTD</th>
<th>% ACTUAL TO BUDGET</th>
<th>PRIOR YEAR</th>
<th>PRIOR YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>ACTUAL</td>
<td>42% FY ELAPSED</td>
<td>1/31/2015</td>
<td>42% FY ELAPSED</td>
</tr>
<tr>
<td>State Appropriations</td>
<td>$74,090,000</td>
<td>$31,842,257</td>
<td>43.0%</td>
<td>$31,164,547</td>
<td>43.0%</td>
</tr>
<tr>
<td>Tuition and Fees</td>
<td>111,840,000</td>
<td>91,494,820</td>
<td>81.8%</td>
<td>90,177,685</td>
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<tr>
<td>Taxes</td>
<td>125,260,000</td>
<td>96,438,713</td>
<td>77.0%</td>
<td>86,263,841</td>
<td>74.2%</td>
</tr>
<tr>
<td>Investments</td>
<td>420,000</td>
<td>128,862</td>
<td>30.7%</td>
<td>185,839</td>
<td>53.1%</td>
</tr>
<tr>
<td>Other</td>
<td>6,020,000</td>
<td>2,124,049</td>
<td>35.3%</td>
<td>2,077,700</td>
<td>35.5%</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>
</tr>
<tr>
<td>Total Current Operations Revenues</td>
<td>318,540,000</td>
<td>222,028,701</td>
<td>69.7%</td>
<td>209,869,612</td>
<td>68.7%</td>
</tr>
<tr>
<td>Auxiliary Revenues</td>
<td>18,140,000</td>
<td>5,431,647</td>
<td>29.9%</td>
<td>5,648,851</td>
<td>37.7%</td>
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<tr>
<td>Total Revenues</td>
<td>336,680,000</td>
<td>227,460,348</td>
<td>67.6%</td>
<td>215,518,463</td>
<td>67.2%</td>
</tr>
<tr>
<td>Reserves</td>
<td>5,810,000</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total Revenues and Reserves</td>
<td>342,490,000</td>
<td>227,460,348</td>
<td>67.6%</td>
<td>215,518,463</td>
<td>67.2%</td>
</tr>
</tbody>
</table>

| EXPENDITURES: | | |
|-------------|--------|--------|--------|--------|--------|
| Instruction-Academic | 81,251,735 | 33,198,157 | 40.9% | 30,642,357 | 39.0% |
| Instruction-Workforce | 29,111,718 | 12,972,253 | 44.6% | 12,561,928 | 47.5% |
| Public Service | 764,555 | 286,484 | 37.5% | 257,894 | 33.3% |
| Academic Support | 54,243,324 | 18,344,982 | 33.8% | 18,617,640 | 31.8% |
| Student Services | 48,314,248 | 16,821,695 | 34.8% | 15,826,502 | 35.9% |
| Institutional Support | 32,730,676 | 13,073,451 | 39.9% | 13,633,287 | 40.7% |
| Plant Operation and Maintenance | 33,391,527 | 13,596,060 | 40.7% | 12,185,868 | 34.8% |
| Staff Benefits | 26,982,217 | 11,463,075 | 42.5% | 10,895,249 | 48.1% |
| Growth Contingency | 1,570,000 | - | 0.0% | - | 0.0% |
| Total Educational and General Expenditures | 308,360,000 | 119,756,157 | 38.8% | 114,560,725 | 38.0% |
| Repair, Replacement and Other Internally Designated | 5,050,000 | 572,578 | 11.3% | 624,670 | 12.4% |
| Auxiliary | 18,580,000 | 6,426,285 | 34.6% | 6,046,251 | 40.3% |
| Total Expenditures | 331,990,000 | 126,755,020 | 38.2% | 121,231,646 | 37.7% |
| Other Changes - Debt Service & Fund Transfers | 10,500,000 | 2,072,356 | 38.2% | 1,998,806 | 37.7% |
| Total Expenditures and Transfers | 342,490,000 | 128,827,376 | 38.2% | 123,230,452 | 37.7% |

NET INCREASE (DECREASE) IN FUND BALANCES

| General Funds | 440,000 | 99,627,610 | 92,685,411 |
| Auxiliary Funds | (440,000) | (994,638) | (397,400) |

TOTAL NET INCREASE (DECREASE) IN FUND BALANCES $0 | $98,632,972 | $92,288,011
LONE STAR COLLEGE

Balance Sheet
January 31, 2016
Unaudited

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>General &amp; Reporting</th>
<th>GASB 34/35</th>
<th>Memorandum Totals</th>
<th>Memorandum Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Auxiliary</td>
<td>Restricted</td>
<td>Investment In Plant</td>
<td>Current Year</td>
</tr>
<tr>
<td>Cash, cash equivalents &amp; investments</td>
<td>$102,448,651</td>
<td>$190,940,362</td>
<td>$(8,367)</td>
<td>$293,380,646</td>
</tr>
<tr>
<td>Accounts receivable, net</td>
<td>70,943,568</td>
<td>43,198,304</td>
<td>4,916,480</td>
<td>119,058,352</td>
</tr>
<tr>
<td>Prepaid and deferred expenses</td>
<td>10,851,759</td>
<td>-</td>
<td>-</td>
<td>10,851,759</td>
</tr>
<tr>
<td>Inventories, at cost</td>
<td>43,488</td>
<td>-</td>
<td>-</td>
<td>43,488</td>
</tr>
<tr>
<td>Capital assets, net</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>770,424,171</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>184,287,466</td>
<td>234,138,666</td>
<td>775,332,284</td>
<td>1,193,758,416</td>
</tr>
</tbody>
</table>

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

**TOTAL ASSETS AND DEFERRED OUTFLOWS** | $184,287,466 | $234,138,666 | $784,196,384 | $1,202,622,516 | $1,086,157,261 |

LIABILITIES AND FUND BALANCES

<table>
<thead>
<tr>
<th>LIABILITIES</th>
<th>General &amp; Reporting</th>
<th>GASB 34/35</th>
<th>Memorandum Totals</th>
<th>Memorandum Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts payable</td>
<td>$5,753,133</td>
<td>$9,523,091</td>
<td>-</td>
<td>15,276,224</td>
</tr>
<tr>
<td>Deferred revenues</td>
<td>32,408,724</td>
<td>16,948,875</td>
<td>-</td>
<td>49,357,599</td>
</tr>
<tr>
<td>Accrued compensable absences payable</td>
<td>5,445,282</td>
<td>327,556</td>
<td>-</td>
<td>5,772,838</td>
</tr>
<tr>
<td>Accrued interest payable</td>
<td>-</td>
<td>17,262,223</td>
<td>-</td>
<td>17,262,223</td>
</tr>
<tr>
<td>Bonds payable</td>
<td>-</td>
<td>(1,797,139)</td>
<td>741,911,472</td>
<td>740,114,333</td>
</tr>
<tr>
<td>Net Pension Liability</td>
<td>-</td>
<td>-</td>
<td>48,590,998</td>
<td>48,590,998</td>
</tr>
<tr>
<td>Assets held in custody for others</td>
<td>710,635</td>
<td>9,144,225</td>
<td>-</td>
<td>9,854,860</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td>44,317,774</td>
<td>51,408,831</td>
<td>790,502,470</td>
<td>886,229,075</td>
</tr>
</tbody>
</table>

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

**TOTAL LIABILITIES AND DEFERRED INFLOWS** | 44,317,774 | 51,408,831 | 805,366,600 | 901,093,205 | 706,383,609 |

FUND BALANCES:

<table>
<thead>
<tr>
<th>Fund Balances</th>
<th>General &amp; Reporting</th>
<th>GASB 34/35</th>
<th>Memorandum Totals</th>
<th>Memorandum Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>139,969,692</td>
<td>182,729,835</td>
<td>(21,170,216)</td>
<td>301,529,311</td>
<td>379,773,652</td>
</tr>
</tbody>
</table>

**TOTAL FUND BALANCES** | 139,969,692 | 182,729,835 | (21,170,216) | 301,529,311 | 379,773,652 |

**TOTAL LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES**

| 184,287,466 | 234,138,666 | 784,196,384 | 1,202,622,516 | 1,086,157,261 |
## LONE STAR COLLEGE
### SUMMARY OF INVESTMENTS
#### AS OF JANUARY 31, 2016

<table>
<thead>
<tr>
<th>Description</th>
<th>Ending BV 12/31/2015</th>
<th>Total Buys</th>
<th>Total Sells</th>
<th>Interest/Dividends</th>
<th>Ending BV 01/31/2016</th>
<th>Ending BV 01/31/2015</th>
<th>Weighted Avg. Purchase Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POOLS</td>
<td>$19,263,169</td>
<td>$182,902,444</td>
<td>$135,105,145</td>
<td>$18,871</td>
<td>$67,060,468</td>
<td>$112,935,718</td>
<td></td>
</tr>
<tr>
<td>CERTIFICATES OF DEPOSIT</td>
<td>14,383,649</td>
<td>7,979</td>
<td>-</td>
<td>7,979</td>
<td>14,391,628</td>
<td>51,456,391</td>
<td></td>
</tr>
<tr>
<td>MONEY MARKET ACCOUNTS</td>
<td>5,636,813</td>
<td>10,004,329</td>
<td>-</td>
<td>4,329</td>
<td>15,641,142</td>
<td>15,617,166</td>
<td></td>
</tr>
<tr>
<td>SECURITIES</td>
<td>13,034,462</td>
<td>10,019,488</td>
<td>44,181</td>
<td>19,488</td>
<td>23,009,769</td>
<td>3,406,326</td>
<td></td>
</tr>
<tr>
<td><strong>Total / Average</strong></td>
<td>$52,318,093</td>
<td>$202,934,240</td>
<td>$135,149,326</td>
<td>$59,667</td>
<td>$120,103,007</td>
<td>$183,415,601</td>
<td>0.45%</td>
</tr>
<tr>
<td><strong>DEBT SERVICE &amp; CAPITAL PROJECTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CERTIFICATES OF DEPOSIT</td>
<td>$1,240,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,240,000</td>
<td>10,029,333</td>
<td></td>
</tr>
<tr>
<td>DEBT SERVICE POOLS</td>
<td>23,875,877</td>
<td>13,623,691</td>
<td>-</td>
<td>11,043</td>
<td>37,499,568</td>
<td>34,091,122</td>
<td></td>
</tr>
<tr>
<td>CAPITAL PROJECTS POOLS</td>
<td>114,856,271</td>
<td>38,337</td>
<td>1,933,875</td>
<td>38,337</td>
<td>112,960,733</td>
<td>22,620,732</td>
<td></td>
</tr>
<tr>
<td>MONEY MARKET ACCOUNTS</td>
<td>15,100,296</td>
<td>4,319</td>
<td>-</td>
<td>4,319</td>
<td>15,104,615</td>
<td>15,062,215</td>
<td></td>
</tr>
<tr>
<td>AGENCIES</td>
<td>14,342,513</td>
<td>7,413</td>
<td>12,193</td>
<td>7,413</td>
<td>14,337,733</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total / Average</strong></td>
<td>$169,414,957</td>
<td>$13,673,766</td>
<td>$1,946,068</td>
<td>$61,112</td>
<td>$181,142,649</td>
<td>$81,803,402</td>
<td>0.40%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$221,733,050</td>
<td>$216,608,000</td>
<td>$137,095,394</td>
<td>$111,779</td>
<td>$301,245,656</td>
<td>$265,219,003</td>
<td>0.42%</td>
</tr>
</tbody>
</table>
JANUARY 2016, PORTFOLIO REPORT

- **TOTAL**
- **DEBT SERVICE & CAPITAL PROJECTS**
- **GENERAL FUNDS**

**Comparison:**
- **Ending BV FY January 2015**
- **Ending BV FY January 2016**
Financial Report and Consideration No. 2  (ACTION ITEM 10)  Board Meeting 3-3-16

Request: Consideration of Approval of the 2016-17 Credit Tuition and Fee Schedule

Chancellor’s Recommendation: That the Board of Trustees adopts the attached tuition and fee schedule for the 2016-17 academic year. The recommended tuition rates and assessed fees include the following changes from the 2015-16 tuition and fee schedule:

- A tuition increase from $42 to $44 per credit hour.
- An increase in the discipline-based differential fee; the attached chart details the amount per discipline to be added to the base tuition rate.

The Board is requested to take action at this time so that the new rates are effective when students begin registering for Fall 2016 classes in April.

Rationale: Credit tuition; estimated impact of $2.6 million increase:
The credit tuition rate was last increased by $2 per credit hour for the 2014-15 academic year. Most community colleges will increase tuition and/or fee rates during the second year of the state’s funding biennium. This practice is to offset enrollments and/or inflation growth and ensure services provided to students are offered at the same level and quality.

Differential fee; estimated impact of $5.9 million increase:
The differential fee is intended to offset the costs incurred for each discipline that are above the tuition rate. The differential fee was originally implemented in academic year 2011-12. Costs per discipline are periodically reviewed and changes in the differential fee are recommended as needed.

Thus far, the fee addition for each year has been limited to $4. It is recommended that the fee changes for 2016-17 again be limited to $4 per credit hour. See attached chart for the itemization by discipline.

Fiscal Impact: It is estimated that the proposed changes will generate approximately $8.5 million in additional student revenues for fiscal year 2016-17.

Staff Resource: Cindy Gilliam 832-813-6512
## 2016-17 Differential Fee Schedule
### Amounts Per Credit Hour

<table>
<thead>
<tr>
<th>DISCIPLINE</th>
<th>CURRENT</th>
<th>2016-17 CHANGE</th>
<th>2016-17 TOTAL FEE</th>
<th>TOTAL COST OF 12 CR HRS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture</td>
<td>$3</td>
<td>($3)</td>
<td>$0</td>
<td>$776</td>
</tr>
<tr>
<td>Architecture and Precision Production Trades</td>
<td>$12</td>
<td>($3)</td>
<td>$9</td>
<td>$884</td>
</tr>
<tr>
<td>Biology, Physical Sciences, and Science Technology</td>
<td>$8</td>
<td>$4</td>
<td>$12</td>
<td>$920</td>
</tr>
<tr>
<td>Business Management, Marketing, and Administrative Services</td>
<td>$9</td>
<td>$4</td>
<td>$13</td>
<td>$932</td>
</tr>
<tr>
<td>Communications</td>
<td>$9</td>
<td>($4)</td>
<td>$5</td>
<td>$836</td>
</tr>
<tr>
<td>Computer and Information Sciences</td>
<td>$10</td>
<td>$4</td>
<td>$14</td>
<td>$944</td>
</tr>
<tr>
<td>Construction Trades</td>
<td>$9</td>
<td>$4</td>
<td>$13</td>
<td>$932</td>
</tr>
<tr>
<td>Consumer and Homemaking Education</td>
<td>$8</td>
<td>$4</td>
<td>$12</td>
<td>$920</td>
</tr>
<tr>
<td>Engineering</td>
<td>$0</td>
<td>$4</td>
<td>$4</td>
<td>$824</td>
</tr>
<tr>
<td>Engineering Related</td>
<td>$9</td>
<td>$4</td>
<td>$13</td>
<td>$932</td>
</tr>
<tr>
<td>Eng Language, Literature, Philosophy, Humanities, and Interdisciplinary</td>
<td>$5</td>
<td>$4</td>
<td>$9</td>
<td>$884</td>
</tr>
<tr>
<td>Foreign Languages</td>
<td>$0</td>
<td>$4</td>
<td>$4</td>
<td>$824</td>
</tr>
<tr>
<td>Health Occupations-Dental Asst., Medical Lab, and Assoc. Degree Nursing</td>
<td>$11</td>
<td>$4</td>
<td>$15</td>
<td>$956</td>
</tr>
<tr>
<td>Health Occupations-Dental Hygiene</td>
<td>$12</td>
<td>$4</td>
<td>$16</td>
<td>$968</td>
</tr>
<tr>
<td>Health Occupations-Other</td>
<td>$9</td>
<td>$4</td>
<td>$13</td>
<td>$932</td>
</tr>
<tr>
<td>Health Occupations-Respiratory Therapy</td>
<td>$11</td>
<td>$4</td>
<td>$15</td>
<td>$956</td>
</tr>
<tr>
<td>Health Occupations-Vocational Nursing</td>
<td>$10</td>
<td>$4</td>
<td>$14</td>
<td>$944</td>
</tr>
<tr>
<td>Mathematics</td>
<td>$3</td>
<td>$4</td>
<td>$7</td>
<td>$860</td>
</tr>
<tr>
<td>Mechanics and Repairers-Automotive</td>
<td>$10</td>
<td>$4</td>
<td>$14</td>
<td>$944</td>
</tr>
<tr>
<td>Mechanics and Repairers-Diesel, Aviation Mech., and Transport Workers</td>
<td>$8</td>
<td>$4</td>
<td>$12</td>
<td>$920</td>
</tr>
<tr>
<td>Mechanics and Repairers-Electronics</td>
<td>$9</td>
<td>$4</td>
<td>$13</td>
<td>$932</td>
</tr>
<tr>
<td>Physical Education and Fitness</td>
<td>$9</td>
<td>$4</td>
<td>$13</td>
<td>$932</td>
</tr>
<tr>
<td>Protective Services and Public Administration</td>
<td>$9</td>
<td>$4</td>
<td>$13</td>
<td>$932</td>
</tr>
<tr>
<td>Psychology, Social Services, and History</td>
<td>$0</td>
<td>$3</td>
<td>$3</td>
<td>$812</td>
</tr>
<tr>
<td>Visual and Performing Arts</td>
<td>$10</td>
<td>$4</td>
<td>$14</td>
<td>$944</td>
</tr>
</tbody>
</table>
Financial Report and Consideration No. 3  (ACTION ITEM 11)  Board Meeting 3-3-16

Request: Consideration of Adoption of Resolution Authorizing an Additional Signatory for the Lone Star College (the ‘College”) Investment Accounts with Capital One Bank and Southside Bank

Chancellor’s Recommendation: That the Board of Trustees adopts a resolution authorizing the Associate Chief Financial Officer as an additional signatory for the College’s investment accounts with Capital One Bank and Southside Bank.

Rationale: Board Policy designates the Vice Chancellor of Administration & Finance/Chief Financial Officer as the College’s Investment Officer and authorizes her to delegate authority for investment activities. It is appropriate for the Associate Chief Financial Officer to have signatory authority over the College’s investment accounts with Capital One Bank and Southside Bank.

Fiscal Impact: None

Staff Resource: Cindy Gilliam  832-813-6512
RESOLUTION AUTHORIZING AN ADDITIONAL SIGNATORY FOR THE LONE STAR COLLEGE SYSTEM (THE “COLLEGE”) INVESTMENT ACCOUNTS WITH CAPITAL ONE BANK AND SOUTHSIDE BANK

WHEREAS, Board Policy designates the Vice Chancellor of Administration & Finance/Chief Financial Officer as the College’s Investment Officer and authorizes her to delegate authority for investment activities; and

WHEREAS, The position of Associate Chief Financial Officer was appointed during 2015 and it is appropriate for this position to have signatory authority for the College’s investment accounts with Capital One Bank and Southside Bank;

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

The Board of Trustees designates the Associate Chief Financial Officer as an authorized signatory for the College’s investment accounts with Capital One Bank and Southside Bank.

ADOPTED, PASSED AND APPROVED this 3rd day of March, 2016.

Chair
LSCS Board of Trustees

Secretary
LSCS Board of Trustees
Financial Report and Consideration No. 4  (ACTION ITEM 12)  Board Meeting 3-3-16

Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute an Amendment to the Agreement for the Donation of Land for the LSC-East Aldine Satellite Center

Chancellor’s Recommendation: That the Board of Trustees authorizes the Chancellor or designee to negotiate and execute an amendment to the agreement for the donation of land for the LSC-East Aldine Satellite Center to reflect a change in the acreage donated. In addition, that the Board of Trustees authorizes the Chancellor or designee to negotiate and execute agreements and easements associated with the development of the donated property.

Rationale: In December 2014, the Board of Trustees authorized the Chancellor or designee to negotiate and execute an agreement for the donation of 15.9709 acres of land from the East Aldine Management District (EAMD) for the new LSC-East Aldine Satellite Center. The property is located approximately 1.5 miles east of the Hardy Toll Road on Aldine Mail Route Road and will be part of a 61 acre community-focused development. In November 2015, the Board of Trustees approved a minor change in the acreage conveyed to 16.0216 acres.

An additional adjustment to the acreage donated is required to accommodate recent Harris County and EAMD site changes which will reduce the acreage conveyed to 15.8078. In addition, approval is requested to negotiate and execute agreements and easements associated with the development of the property.

In accordance with LSC Board Policy Section III Business Services: A.3.02, conveyances and transfers of real property by gift and/or donation require approval of the Board of Trustees.

Fiscal Impact: The donation of 15.8078 acres of land will be recorded on LSC’s financial statements at fair market value based on an independent appraisal.

Staff Resource: Cindy Gilliam 832-813-6512
Gerald Napoles 281-618-5444
Request: Consideration of Approval to Continue Utilizing JP Morgan Chase Bank, N.A. ("JPM") to Provide Commercial Card Services for Lone Star College’s Procurement and Travel & Expense Card ("P-Card") Programs through Lone Star College’s Cooperative Purchasing Agreement with the City of Fort Worth (the “City”)

Chancellor’s Recommendation: That the Board of Trustees approves continuing to utilize JPM to provide commercial card services through August 31, 2017 for Lone Star College’s P-Card programs through Lone Star College’s cooperative purchasing agreement with the City.

Rationale: In April 2011, the Board of Trustees authorized Lone Star College ("LSC") to enter into a purchasing cooperative agreement with the City (City of Fort Worth Contract No. 41786) as allowed under Texas Local Government Code § 271.101 and § 271.102. This agreement was executed on May 17, 2011 and provides LSC access to a variety of purchasing contracts including, but not limited to, supplies, services, disposal, and recycling. There are no payments or fees required under this purchasing cooperative agreement and either party may terminate the agreement upon thirty days written notice.

The Board of Trustees authorized LSC to utilize the City’s contract with JPM (City of Fort Worth Contract No. 35775) to provide commercial card services for LSC’s P-Card programs. This request is to allow continued utilization of this contract through August 31, 2017, the current end date of the City’s agreement with JPM.

Fiscal Impact: The P-Card programs generate an annual rebate to LSC of approximately $200,000 from JPM.

Staff Resource: Cindy Gilliam 832-813-6512
Financial Report and Consideration No. 6  (ACTION ITEM 14)  Board Meeting 3-3-16

Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Guaranteed Maximum Price ("GMP") Contract with the LSC-Montgomery Construction Manager-at-Risk ("CMAR") Firm for Construction Services Related to the LSC-Conroe Satellite Center Expansion, A Phase One, Group 3A Project Under the 2014 General Obligation Bond Construction Program

Chancellor’s Recommendation: That the Board of Trustees authorizes the Chancellor or designee to negotiate and execute a GMP contract with the LSC-Montgomery CMAR firm, Rogers-O’Brien Construction, Ltd., Dba Rogers-O’Brien Construction, 11200 Richmond Ave., Suite 110, Houston, Texas 77082, for construction services related to the LSC-Conroe Satellite Center Expansion, a phase one, group 3A project under the 2014 General Obligation Bond Construction Program, in an amount not-to-exceed $4,250,000.

Rationale: At the June 2015 meeting, the Board of Trustees approved Rogers-O’Brien Construction to provide CMAR services for the construction of phase one, group 3A bond projects for LSC-Montgomery through a formal Request for Qualifications process in compliance with Texas Government Code §2269.253. These projects include the LSC-Conroe Satellite Center expansion, the Live Entertainment Technology Building and Traffic Infrastructure Improvements.

Rogers-O’Brien Construction solicited proposals from subcontractors for construction services related to the LSC-Conroe Satellite Center Expansion based on the drawings prepared by the approved project architect, Smith & Company Architects. Bids were provided to Rogers-O’Brien Construction from subcontractors and the GMP was prepared.

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

Staff Resource: Cindy Gilliam 832-813-6512
Financial Report and Consideration No. 7 (ACTION ITEM 15)  Board Meeting 3-3-16

Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Guaranteed Maximum Price ("GMP") Contract with the LSC-Tomball Construction Manager-at-Risk ("CMAR") Firm for Construction Services Related to the Buildout of the LSC-Health Science Building, a Phase One, Group 5 Project Under the 2014 General Obligation Bond Construction Program

Chancellor’s Recommendation: That the Board of Trustees authorizes the Chancellor or designee to negotiate and execute a GMP contract with the LSC-Tomball CMAR firm, Anslow Bryant Construction, LTD, 945 Bunker Hill, Suite 900, Houston, Texas 77024, for construction services related to the buildout of the LSC-Health Science Building, a phase one, group 5 project under the 2014 General Obligation Bond Program, in an amount not-to-exceed $3,270,552.

Rationale: At the June 2015 meeting, the Board of Trustees approved Anslow Bryant Construction to provide CMAR services for the construction of phase one, group 5 bond projects for LSC-Tomball through a formal Request for Qualifications process in compliance with Texas Government Code §2269.253. These projects include the buildout of the LSC-Health Science Building and construction of the Upstream Oil & Gas Drilling Training Center.

Anslow Bryant Construction solicited proposals from subcontractors for construction services related to the buildout of the LSC-Health Science Building based on the drawings prepared by the approved project architect, Page Southerland Page, Inc. Bids were provided to Anslow Bryant Construction from subcontractors and the GMP was prepared.

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

Staff Resource: Cindy Gilliam  832-813-6512
Request: Consideration of Approval to Authorize the Chancellor or Designee to Negotiate and Execute a Guaranteed Maximum Price ("GMP") Contract with the LSC-University Park Construction Manager-at-Risk ("CMAR") Firm for Construction Services Related to the LSC-Science and Innovation Center, a Phase One, Group 6A Project Under the 2014 General Obligation Bond Construction Program

Chancellor’s Recommendation: That the Board of Trustees authorizes the Chancellor or designee to negotiate and execute a GMP contract with the LSC-University Park CMAR firm, E.E. Reed Construction, L.P., 333 Commerce Green Blvd., Sugar Land, Texas 77478, for construction services related to the LSC-Science and Innovation Center, a phase one, group 6A project under the 2014 General Obligation Bond Construction Program, in an amount not-to-exceed $15,400,000.

Rationale: At the June 2015 meeting, the Board of Trustees approved E.E. Reed to provide CMAR services for the construction of the LSC-Science and Innovation Center, the phase one, group 6A bond project, for LSC-University Park through a formal Request for Qualifications process in compliance with Texas Government Code §2269.253.

E.E. Reed Construction solicited proposals from subcontractors for construction services related to this project based on the drawings prepared by the approved project architect, Kirksey Architects, Inc. Bids were provided to E.E. Reed Construction from subcontractors and the GMP was prepared.

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

Staff Resource: Cindy Gilliam 832-813-6512
Financial Report and Consideration No. 9  (ACTION ITEM 17)  Board Meeting 3-3-16

Request: Consideration of Approval to Change the Funding for the LSC-East Aldine Satellite Center

Chancellor’s Recommendation: That the Board of Trustees approves a change in funding for the LSC-East Aldine Satellite Center.

Rationale: In May 2014, the Board of Trustees authorized the Chancellor or designee to negotiate and execute agreements and contracts to obtain funding for the construction of a satellite center to be located in a significantly economically disadvantaged community in east Aldine for an estimated cost of $25 million. Funding for this satellite center, now known as LSC-East Aldine Satellite Center (“EAC”), was anticipated from the Federal New Markets Tax Credit Program.

The Board of Trustees also authorized the Chancellor or designee to negotiate and execute three contracts related to EAC, which are summarized below, contingent upon the finalization of funding.

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Services</th>
<th>Firm</th>
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<tbody>
<tr>
<td>August 2014</td>
<td>Architectural Services</td>
<td>Bay-IBI Group</td>
</tr>
<tr>
<td>September 2014</td>
<td>Geotechnical Engineering and/or Materials Testing</td>
<td>Aviles Engineering Corporation</td>
</tr>
<tr>
<td>September 2014</td>
<td>Construction Manager at Risk Services</td>
<td>Barlett Cocke General Contractors</td>
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Despite significant efforts to obtain funding under the Federal New Markets Tax Credit Program, Lone Star College has not been awarded an allocation of such funds. Given the importance of the satellite center to the east Aldine community, it is recommended that EAC be funded under the 2014 General Obligation Bond Program.

Fiscal Impact: Funds for this purchase are available from the General Obligation Bonds, Series 2015 that were previously designated for an instructional building for the LSC-North Harris main campus. The instructional building has been deferred due to enrollments being less than estimated.

Staff Resource: Cindy Gilliam  832-813-6512
Gerald Napoles  281-618-5444
Report: Construction Projects Update

The monthly construction projects update is presented for Board review.
CONSTRUCTION PROJECTS UPDATE
March 3, 2016

2013 Revenue Bond Projects Summary

**LSC-Tomball**
- **Creekside Satellite Center:** Construction is complete.

2015 General Obligation Bond Projects Summary

**LSC-CyFair**
- **Instruction and Student Life Building:** Construction began on January 25, 2016. The groundbreaking ceremony is scheduled for March 7, 2016 and construction is expected to be complete in March 2017.
- **Cypress Center Workforce Expansion:** The contract for architectural services was approved at the February 2016 Board of Trustees meeting and preparation of the construction documents is in progress. It is anticipated that a GMP will be presented for consideration of approval at the June 2016 Board of Trustees meeting. Construction is expected to be complete in March 2017.
- **Information Technology and Visual Communications Center:** The programming and schematic design of the project is underway. The Guaranteed Maximum Price (“GMP”) is anticipated to be presented for consideration of approval at the August 2016 Board of Trustees meeting. Construction is expected to be complete in May 2017.

**LSC-Kingwood**
- **Student Center Expansion:** A GMP is being presented for consideration of approval at the March 2016 Board of Trustees meeting. Construction is expected to be complete in January 2017.
- **Process Technology Center:** A GMP for the site/civil work package will be presented for consideration of approval at the April 2016 Board of Trustees meeting. It is anticipated that a GMP for the remainder of the project construction will be presented for consideration of approval at the May 2016 Board of Trustees meeting. The project is expected to be complete in June 2017.

**LSC-Montgomery**
- **Conroe Satellite Center:** The GMP for the Satellite Center expansion is being presented for consideration of approval at the March 2016 Board of Trustees meeting. Construction is expected to be complete in January 2017.
- **Live Entertainment Technology Building:** The GMP will be presented for consideration of approval at the April 2016 Board of Trustees meeting. Construction is expected to be complete in March 2017.

**LSC-North Harris**
- **Applied Technology Workforce Building:** Preparation of the construction documents is in progress. It is anticipated that a GMP will be presented for consideration of
approval at the June 2016 Board of Trustees meeting. Construction is expected to be complete in June 2017.

- **East Aldine Satellite Center:** Preparation of the construction documents is in progress. It is anticipated that a GMP will be presented for consideration of approval at the May 2016 Board of Trustees meeting. Construction is expected to be complete in June 2017. Programming of the Aldine ISD addition has begun and construction is expected to be complete in July 2017.

- **Transportation and Logistics Institute:** A due diligence study is in progress on a proposed site. It is anticipated that a GMP will be presented for consideration of approval at the September 2016 Board of Trustees meeting. Construction is expected to be complete in May 2017.

**LSC-Tomball**

- **Health Science Building - 3rd Floor Buildout:** The GMP is being presented for consideration of approval at the March 2016 Board of Trustees meeting. Construction is expected to be complete in August 2016.

**LSC-University Park**

- **Science and Innovation Center:** The GMP is being presented for consideration of approval at the March 2016 Board of Trustees meeting. Construction is expected to be complete in May 2017.
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 2015-2016.

Staff Resource: Link Alander 832-813-6832
a. LSC-System Office  
Michael Krall, Associate Vice Chancellor, Academic Affairs  
**Effective:** 12 month contracted employee at annual salary of $128,255 beginning January 16, 2016  
**Education:** M.S., Electrical Engineering, Georgia Institute of Technology; B.S., Bioengineering, Texas A&M University-College Station  
**Experience:** Acting Associate Vice Chancellor, Academic Affairs, Lone Star College-System Office, Department Chair, Chemistry, Physics Engineering, and Geology, Professor, Engineering, Lone Star College-Montgomery; Dean, Math & Natural Sciences Division, Lone Star College-North Harris; Microcontroller Software Consulting Engineer, Hughes Christensen; Microcontroller & Digital Signal Processor Applications Engineer, Texas Instruments; Teaching and Research Assistant, Georgia Institute of Technology

Susan Vail, Senior Project Director, Lease Administration  
**Effective:** 12 month contracted employee at annual salary of $84,502 beginning January 4, 2016  
**Education:** B.F.A Interior Design, Syracuse University  
**Experience:** Senior Construction Project Manager, University of Houston; Construction Project Manager, Director of Business Development, Chris-Tel Construction; Project Planner, GL Homes; Assistant Director of Construction Services, School District of Lee County Florida; Project Manager, WCI Communities; Vice President, Project Director, Assistant Vice President, Project Director, Senior Project Manager, Lehman Brothers Inc.

b. LSC-North Harris  
Ralph Angeles, Assistant Professor, Government  
**Effective:** 10.5 month contracted employee at annual salary of $54,041 beginning January 16, 2016  
**Education:** M.A., Political Science, University of Texas at Arlington; B.A., Political Science, Stephen F. Austin State University  
**Experience:** 70% Faculty, Government, Lone Star College-North Harris; Graduate Teaching Assistant, Research Assistant, Political Science, University of Texas at Arlington; Community (Resident) Assistant, Stephen F. Austin Residence Life, Stephen F. Austin State University
Jean-Alphonse Apanda, Assistant Professor, Government

**Effective:** 10.5 month contracted employee at annual salary of $66,297 beginning January 16, 2016

**Education:** Ed.D., Educational Administration, M.A., Political Science, University of South Dakota; B.A., Political Science, Morningside College; A.A., Telecommunications, UNAZA/ISTA, Democratic Republic of the Congo (ex-Zaire)

**Experience:** 70% Faculty, Adjunct Faculty, Government, Lone Star College-North Harris, Lone Star College-Tomball, Lone Star College-Montgomery; Adjunct Instructor, Political Science, San Jacinto College; Adjunct Instructor, Political Science, Houston Community College System-Northwest College; Adjunct Instructor, History & Political Science, Western Iowa Community College; Substitute Teacher, Vermillion High School; Tutor, Morningside College

Michael Bachman, Workforce Skilled Trade Instructor, Diesel Technology

**Effective:** 12 month contracted employee at annual salary of $61,437 beginning January 4, 2016

**Education:** A.A.S., Vehicle Maintenance; A.A.S., Allied Health Science, Community College of the Air Force; ASE Master Auto Technician Certification; ASE “L1” Automotive Advanced Engine Performance Specialist; ASE Medium/Heavy Truck Diesel Engine Certified; NATEF Certification

**Experience:** Assistant Service Manager, Sewell Cadillac Houston; Automotive Technician, River Oaks Dodge, Chrysler, Jeep; Automotive Diesel Instructor, Universal Technical Institute; Vocational Instructor, Gary Job Corp Center; Automotive Service Center Manager, Sears Holdings; Airline Ground Support Equipment Mechanic, PRO-M Maintenance Professionals; Vehicle Maintenance Manager, T Square Logistics Services Corporation; Superintendent, Vehicle Maintenance, 37th Logistics Squadron, Superintendent, Transportation, 820 Security Forces Group, Lackland Airforce Base, USAF

Mark Brumlow, Workforce Skilled Trade Instructor, HVAC

**Effective:** 12 month contracted employee at annual salary of $61,437 beginning January 16, 2016

**Education:** A.A. Henderson County Junior College; A.O.S., Computer Systems Occupational Technology, Microcomputer Technology Institute; HVAC License and Certification; Air Conditioning and Refrigeration Contractors License, Class A, Environmental Protection Agency, Universal; MCSE, CAN, A+ Triple Certification, Advanced Computer Education Center, Southern Methodist University
Experience: 70% Instructor, HVAC, Lone Star College-North Harris; Business Owner/Operator, Brumlow Mechanical/Ashford Air Control; A/C Mechanic II, Eagle’s Trace Retirement Community; HVAC Technician, Cypress Fairbanks Independent School District; Pipe Fitting/Sheet Metal Mechanic, Mesa Mechanical; Assistant Project Manager, Service Technician/Sheet Metal Mechanic, Project Mechanical Services, Inc.; Service Technician/ Sheet Metal Mechanic, Mechanical Services of Houston; Phone Support Technician, Software Support, Inc.

Gabriel Cardenas, Workforce Skilled Trade Instructor, Machining
Effective: 12 month contracted employee at annual salary of $61,437 beginning January 4, 2016

Education: B.S., Industrial Management, Sam Houston State University; A.A.S., Industrial Maintenance & Engineering Technology, Texas State Technical College; A.S., Organizational Leadership, CBS College; CNC Programming Certificate, Lone Star College-North Harris

Experience: Adjunct Faculty, Machining, Lone Star College-North Harris; CNC Technician/Trainer Fanuc Controls, National Oilwell Varco

Jason Durant, Workforce Skilled Trade Instructor, Welding
Effective: 12 month contracted employee at annual salary of $61,437 beginning January 4, 2016

Education: B.S., Agricultural Mechanization, Sam Houston State University; A.A., Lone Star College-Kingwood; AWS CWI/CWE Certification, Level II Visual Inspection Certification, SMAW/GMAW Fillet Welding Certifications, Texas Work Force Approved Welding Instructor

Experience: Director of Education/ Welding Instructor, Tulsa Welding School and Technology Center; Welding Instructor/ Ag Mechanics Teacher, Huffman Independent School District; CNC Operator/ Welder, Inrock Drillers Supply, Inc.

Barna Farkas, 70% Instructor, Economics (Temporary Contract)
Effective: 4.5 month contracted employee at annual salary of $16,236 beginning January 18, 2016

Education: M.A., Economics, San Francisco State University; B.A., Business Administration, Corvinus University of Budapest;

Experience: Adjunct Faculty, Economics, Lone Star College-North Harris; Chief Financial Officer, Pick1; Junior Consultant, Psy-On Management Consulting
Daniel Kirchhoff, Associate Professor, Kinesiology  
**Effective:** 10.5 month contracted employee at annual salary of $59,665 beginning January 11, 2016  
**Education:** M.A., Human Services/Exercise Science, B.A., Exercise Science & Fitness Management, Concordia University  
**Experience:** Adjunct Professor, Kinesiology, Lone Star College-North Harris, Lone Star College-Tomball; Fitness Floor Supervisor/Personal Trainer, Kingwood Country Club; Owner, Kingwood Elite Sports Training; Assistant Professor, Kinesiology, Concordia University-Ann Arbor; Assistant Sports Information Director, Rockford College; Admissions Counselor, Milwaukee School of Engineering; Assistant Fitness Manager, Staff Development Coordinator, XSport Fitness; Performance Medicine Specialist, ProSport Training and Rehab, Inc.; Faculty/Staff Wellness Director, Concordia University-River Forest  

Juan Primo, Assistant Professor, Visual Communications  
**Effective:** 10.5 month contracted employee at annual salary of $59,665 beginning January 11, 2016  
**Education:** M.S., Education, Purdue University; B.S., Information Technology, University of Phoenix  
**Experience:** Manager, Faculty & Staff Center, Adjunct Faculty, Multimedia, Lone Star College-North Harris; Sr. Sales Instructional Designer, Direct Energy; Principal Instructional Designer/Performance Support, Halliburton  

Mark Vogel, 70% Instructor, Music (Temporary Contract)  
**Effective:** 4.5 month contracted employee at annual salary of $26,583 beginning January 11, 2016  
**Education:** M.M., Piano Performance, Manhattan School of Music; B.M., Piano Performance, University of Iowa  
**Experience:** Choral Instructor & Musical Accompanist, The Kincaid School; Director, Music & Arts, Unitarian Universalist Congregation of Fairfax; Accompanist, Washington Master Chorale; Accompanist, Vienna Choral Society; Accompanist, Assistant Director, Washington Men’s Camerata; Rehearsal Pianist, Music Director, Hawaii Opera Theatre  

Corey Whitaker, Workforce Skilled Trade Instructor, Welding  
**Effective:** 12 month contracted employee at annual salary of $61,437 beginning January 16, 2016
Experience: Adjunct Faculty, 70% Instructor, Welding, Lone Star College-North Harris; First class welder, Atterro; Foreman, First class welder, Exterran; First class welder, Kennedy Fabricating; First class welder/Assembly Mechanic, Bauer Manufacturing; First class welder, Zimmerman & Jensen; First class welder, Vetco Gray; Welder, Manufacturing

Sheldon Moss, Assistant Dean, Student Services
Effective: 12 month contracted employee at annual salary of $70,241 beginning January 11, 2016

Education: M.B.A., Management, Our Lady of the Lake University; B.S., Business Administration, Southern University at New Orleans

Experience: Interim Vice President, Centers, Assistant Dean, Student Services, Adjunct Instructor, EDUC, Program Manager, Program Coordinator, Recruiter, Student Outreach and Recruitment, Lone Star College-Greenspoint Center, Lone Star College-Victory Center; Firefighter, New Orleans Fire Department; Center Manager, Check into Cash; Branch Manager, Beneficial Finance

Chris Treviño, Assistant Professor, Humanities
Effective: 10.5 month contracted employee at annual salary of $57,348 beginning January 11, 2016

Education: M.A., Liberal Arts, Houston Baptist University; B.A., Spanish, University of Houston; A.S., Business Administration and Management, and International Studies, Lee College

Experience: Adjunct Faculty, Humanities, Lone Star College-North Harris; Adjunct Faculty, Humanities, Houston Community College; Adjunct Faculty, English Composition, San Jacinto College; Adjunct Faculty, Humanities, English Composition, Lee College; Vice President, Trevco Insurance Agency

Woodrow McLendon, Assistant Professor, Political Science
Effective: 10.5 month contracted employee at annual salary of $56,224 beginning January 11, 2016

Education: M.L.A., B.S., Political Science, University of Houston

Experience: Adjunct Instructor, Government, Lone Star College-North Harris; Educational Services Advisor, US Navy Educational Services Office;

c. LSC-Kingwood
Stephanie Armstrong, 70% Instructor, English (Temporary Contract)
Charity Combs, 70% Instructor, Math (Temporary Contract)

Effective: 4.5 month contracted employee at annual salary of $18,608 beginning January 16, 2016

Education: M.A., English, Lamar University; B.A., English, Texas A&M University at College Station

Experience: Adjunct Instructor, English, Lone Star College-Kingwood; Instructor, English, Lamar State College Port Arthur; Adjunct Instructor, English, Lamar University; Instructor, On-level, Pre-AP, Timberwood Middle School; Instructor, English, Robert E. Lee High School

Peter Intsiful, 70% Instructor, Physics (Temporary Contract)

Effective: 4.5 month contracted employee at annual salary of $20,676 beginning January 11, 2016

Education: Ph.D., M.S., B.S., Physics, Howard University

Experience: Lecturer, Department of Physics and Astronomy, Howard University; Adjunct Professor, University of the District of Columbia; Adjunct Instructor, ITT Technical Institute; Research Associate, Project Manager, Renewable Energy Project, NASA-HBCU Project; Science Consultant, First Tree for the World Foundation; School Teacher, District of Columbia Public School System; General Manager, ScienTech International Corporation; Senior Research and Development Engineer, Loral AeroSys, GSFC/NASA

Olufisayo Jejelowo, 70% Instructor, Biology (Temporary Contract)

Effective: 4.5 month contracted employee at annual salary of $20,677 beginning January 11, 2016
Education:  Ph.D., Microbiology/Plant Pathology, University of Manchester, Manchester, UK; B.Sc., Botany, University of Lagos, Lagos, Nigeria

Experience:  Adjunct Faculty, Biology, Lone Star College-Kingwood; Director, Chief Research Officer, Global Progressive Network; Principal Consultant, MASTODS; Principal Consultant, Flo Financial & Tax Services; Professor, Department Chair, Associate Professor, Biology, Texas Southern University; Chief Research Officer, NASA Science & Technology Institute; Consultant, Harvest Environmental Services; Academic Director, Texas Academy of Science; Principal, Science for Kids; Biology Teacher, Amuwo Grammar School, Amuwo, Lagos, Nigeria

Staci Roeber, 70% Instructor, AD Nursing (Temporary Contract)
Effective:  4.5 month contracted employee at annual salary of $17,575 beginning January 19, 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:  Staff Nurse (ICU), Kindred Hospital-Tomball; Staff Nurse/Charge Nurse, Houston Northwest Medical Center

d. LSC-Tomball
Nathan Fortenbury, 70% Instructor, Mathematics (Temporary Contract)
Effective:  4.5 month contracted employee at annual salary of $15,606 beginning January 19, 2016

Education:  M.S., B.S., Mathematics, University of Texas at Tyler

Experience:  Adjunct Faculty, Lone Star College-Tomball; Graduate Student Teaching Assistant, Research Assistant, University of Texas at Tyler

James Noel Jumawan, 70% Instructor, Electrical Technology (Temporary Contract)
Effective:  4.5 month contracted employee at annual salary of $15,622 beginning January 19, 2016

Education:  B.S., Electrical Engineering, Silliman University, Dumaguete City, Philippines; A.A.S., Petroleum Field Service, Lone Star College-North Harris

Experience:  Electrical Engineer, International Crankshaft Incorporated; Telecommunications Technician, Bell Canada; Electrical Engineer, Philippine National Oil Company-Energy Development Corporation

e. LSC-Montgomery
Gerald Berry, 70% Instructor, Biology (Temporary Contract)
Effective: 4.5 month contracted employee at annual salary of $19,528 beginning January 19, 2016

Education: Ph.D., Biology, Florida International University; B.A., Biology, Florida Gulf Coast University

Experience: Adjunct Faculty, Biology, Lone Star College-Montgomery; Research Assistant, Teaching Assistant, Laboratory Manager, Florida International University; Undergraduate Researcher, Florida Gulf Coast University

Tamara Blanton, Instructor, Nursing (Temporary Contract)
Effective: 4.5 month contracted employee at annual salary of $24,077 beginning January 16, 2016

Education: B.S., Nursing, Western Governors University; A.A.S., Nursing, Vocational Nursing Certificate, Lone Star College-North Harris

Experience: Adjunct Faculty, Lone Star College-North Harris; Registered Nurse, Advocate Pediatric; Registered Nurse Bariatric Coordinator-Operating Room, Conroe Regional Medical Center; Licensed Vocational Nurse, Villa Toscana

Linda Crowl, 70% Instructor, Political Science (Temporary Contract)
Effective: 4.5 month contracted employee at annual salary of $19,528 beginning January 16, 2016

Education: Ph.D., University of Wollongong, Australia; M.A., John Hopkins University’s School of Advanced International Studies; B.A., Oberlin College

Experience: Adjunct Faculty, Government, Lone Star College-Montgomery; Substitute Teacher, Katy Independent School District; Consultant, University of the South Pacific, Rarotonga, Cook Islands; Dean, Associate Professor, Senior Lecturer, Divine Word University, Madang, Papua New Guinea; Tutor, Literacy Advance; Visiting Fellow, Australian National University, Canberra, Australia; Research Fellow, Victoria University, Wellington, New Zealand; William Evans Fellow, Research Assistant, Otago University, Dunedin, New Zealand; Correspondent, UNESCO Office for Asis-Pacifc, Tokyo, Japan; Publications Fellow, Institute of Pacifc Studies, University of the South Pacific, Suva, Fiji; College Instructor, School Teacher, Peace Corps, College of the Marshall Islands, and Ministry of Education, Majuro, Marshall Islands; Managing Editor, The Washington Quarterly; Consultant, The Micronesia Institute; Editor, SAIS Review, Publications Assistant, Foreign Policy Institute; Budget Analyst, Legislative Analyst, Secretary, Receptionist, United States Senate Budget Committee
Melissa Dennis, Instructor, English (Temporary Contract)
Effective: 4.5 month contracted employee at annual salary of $26,583 beginning January 11, 2016
Education: M.Ed., Higher Education Administration; B.S., Psychology, Texas A&M University
Experience: Adjunct Instructor, BELS Division, Lone Star College-Montgomery; Lead Tutor, Early Intervention Coordinator and 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

Denisse Salazar, Assistant Professor, Radiologic Technology
Effective: 12 month contracted employee at annual salary of $60,125 beginning January 16, 2016
Education: B.S., Diagnostic Imaging, The University of Texas at MD Anderson Cancer Center; A.A.S., Radiography, Houston Community College; ARRT, TDH, and CPR certified
Experience: Adjunct Faculty, Lone Star College-Montgomery; Radiologic Technologist, Memorial Hermann Hospital, Medical Center

Haley Stoner, Associate Professor, English
Effective: 10.5 month contracted employee at annual salary of $59,665 beginning January 16, 2016
Education: M.A., English, Sam Houston State University; B.T.S., Beeson Divinity School; B.A., English, Union University
Experience: 70% Instructor, Adjunct Instructor, English, Lone Star College-Montgomery; Pool Faculty, English, Graduate Studies Reviewer, Sam Houston State University; Teacher, English, Atascocita High School, Quest Early College High School, Humble Independent School District; Graduate Teaching Assistant, Sam Houston State University; Graduate Teaching Assistant, Beeson Divinity School

Thomas Taylor, Assistant Professor, Art
Effective: 10.5 month contracted employee at annual salary of $54,041 beginning January 11, 2016
Education: M.F.A., Fine Art Studio, Goldsmiths College; M.A., Painting, University of Iowa; B.F.A., Painting, University of Tennessee
Experience: Instructor, Johnston Community College; Instructor, Wake Technical Community College; Instructor, University of Iowa, Assistant Instructor, Art, Counselor, Middle Tennessee State University

Ross Beard, 70% Instructor, Machining Technology (Temporary Contract)
Effective: 4.5 month contracted employee at annual salary of $14,132 beginning January 25, 2016

Education: A.S., Mechanical Engineering Technology, Texas State Technical College

Experience: Adjunct Faculty, Machining, Lone Star College-Conroe Center; CNC Mill programmer/Machinist, United Machine Works; CNC Machinist, National Oil Well Varco; CNC Machinist/Programmer, Das Bruder Machine and Design; CNC Mill Operator, Caterpillar Work Tools; CNC Machinist, FMC Technologies

Sofia Cruz, Assistant Professor, Mathematics
Effective: 10.5 month contracted employee at annual salary of $59,665 beginning January 16, 2016

Education: N.S.M., Post Baccalaureate, Mathematics, University of Houston; M.S., Industrial Engineering, B.S., Chemical and Industrial Engineering, Instituto Tecnologico y de Estudios Superiores de Monterrey, Monterrey, Nuevo Leon, Mexico

Experience: Adjunct Faculty, Mathematics, Lone Star College-Montgomery; Coordinator I, Fast Track Careers, Workforce and Economic Development, Lone Star College-System Office at University Park; Finance Manager, PWT LLC; Professor, Management Science, Statistics, Program Implementation Manager, Quality Center, Monterrey Tech, Monterrey, Nuevo Leon, Mexico; Analyst, Industrial Engineering, Caterpillar Mexicana, Monterrey, Nuevo Leon, Mexico

William Williams, Assistant Professor, Automotive Technology
Effective: 12 month contracted employee at annual salary of $60,125 beginning January 16, 2016

Education: B.S., Electrical Engineering, University of Alabama

Experience: Instructor, Automotive, Lone Star College-North Harris, Lone Star College-Montgomery; Adjunct Professor, Energy Management Institute, Lone Star College-University Park; Motor Vehicle Technician IV, Texas Department of Criminal Justice; Owner/Operator, Willis Car Care Center; Instrument and Electrical Engineer, CDI Corporation; Account Executive, GSE Systems; Director of Sales & Marketing, K-TEK Corporation; National
Sales Manager, Regional Sales Manager, ABB Kent-Taylor; Southwest Regional Sales Manager, Bailey Controls Company; Atlanta South Branch Manager, Honeywell Industrial Automation Control; Systems Product Marketing Manager, International Marketing Development Coordinator, Yokogawa Corporation of America; Senior Control Systems Specialist, Rosemount; Applications Sales Engineer, Puffer-Sweiven, Fisher Controls Representative; Manager, Measurement Systems Division, Gould; Sales Representative, Westinghouse Instrument Service Company; Account Manager, Taylor Instrument Company; Senior Field Engineer, Schlumberger Offshore Services

Rebecca Duncan-Ramirez, Executive Director, University Center

**Effective:** 12 month contracted employee at annual salary of $90,993 beginning February 1, 2016

**Education:** M.A., Instructional Leadership, Sam Houston State University; B.B.A., Sul Ross State University; A.A., Liberal Arts, San Jacinto College

**Experience:** Dean, Lone Star College-Conroe Center, Adjunct Faculty, Human Development, Program Manager, School Partnership, Director, Center, Advisor, College Connections, Lone Star College-Montgomery; Teacher, Stewart Creek Elementary, Montgomery Independent School District; Behavioral Specialist, Teacher, Smith Elementary, Magnolia Elementary, Magnolia Independent School District; Teacher, Deepwater Junior High School, Deer Park Independent School District

f. LSC-CyFair

Norjuan Austin, Associate Professor, English

**Effective:** 10.5 month contracted employee at annual salary of $66,297 beginning January 11, 2016

**Education:** Ph.D., English, Illinois State University; M.A., B.A., English, Stephen F. Austin State University

**Experience:** Dual Credit Instructor, Lone Star College-CyFair; Associate Professor, English, Director, Minor and Graduate Track in Children’s Literature, Assistant Professor, Director, English Education, Sam Houston State University; Graduate Teaching Assistant, Illinois State University; Adjunct Instructor, Heartland Community College; Teacher, English, Lufkin Independent School District

Mary Fitzgerald, Counselor/ Assistant Professor

**Effective:** 12 month contracted employee at annual salary of $64,381 beginning January 4, 2016
Jennifer Heller, 70% Instructor, Accounting (Temporary Contract)
Effective: 4.5 month contracted employee at annual salary of $17,575 beginning January 19, 2016

Education: M.A., Clinical Psychology, University of Cincinnati; B.A., Sociology, The University of Texas at Austin

Experience: Career Counselor, Lone Star College-CyFair; Career Consultant, Lee Hecht Harrison; Joh Coach, Jewish Family Service, Employment Services Program; Career Counselor, University of Houston-Downtown, Job Coach, Memorial Assistance Ministries; Research Manager, Behavioral Science Program Coordinator, Clinical Research, Research Assistant, Behavioral Science, The University of Texas MD Anderson Cancer Center

Jeffrey Hirt, Assistant Professor, Business
Effective: 10.5 month contracted employee at annual salary of $66,297 beginning January 11, 2016

Education: J.D., South Texas College of Law, M.B.A., Marshall Graduate College; B.S., Accounting, The Pennsylvania State University

Experience: Adjunct Faculty, Accounting, Lone Star College-CyFair; Lone Star College-Tomball; President, Chief Financial Officer, Forklifts Wholesale Int’l., Inc.; Sole Practitioner, Jeffrey A. Hirt at Law; Associate Attorney, Nicholas L. Carbajal & Associates, Inc.; Tax Accountant, Refinery Accountant, Planning Analyst, FMC Corporation

Leslie Jewkes, Associate Professor, Developmental English
Effective: 10.5 month contracted employee at annual salary of $59,665 beginning January 11, 2016

Education: B.B.A., M.A., Accounting, Texas A&M University at College Station

Experience: Adjunct Faculty, Accounting, Tutor, Mathematics, Accounting, Lone Star College-CyFair; Tax Manager, Bank United; Tax Accountant, Arthur Anderson L.L.P.
Shalini Kapoor, Assistant Professor, Mathematics  
**Effective:** 10.5 month contracted employee at annual salary of $59,665 beginning January 11, 2016  
**Education:** M.S., Mathematics, B.S., Mathematics, Physics, Chemistry, Agra University, India; B.Ed., Mathematics, Annamalai University, India  
**Experience:** Adjunct Faculty, Mathematics, Lone Star College-North Harris; Lone Star College-Kingwood; Lone Star College-CyFair; Teacher, Mathematics, Aldine Independent School District; Teacher, Mathematics, Richland Parish

Claudia Kommajosyula, Assistant Professor, AD Nursing  
**Effective:** 12 month contracted employee at annual salary of $67,640 beginning January 16, 2016  
**Education:** M.S., Nursing Education, University of Texas Tyler; B.S., Nursing, University of Texas Arlington; A.A., Nursing, Excelsior College  
**Experience:** Adjunct Faculty, Nursing, Lone Star College-CyFair; Staff Nurse/Charge Nurse, Cypress Fairbanks Medical Center; Charge Nurse, Memorial City Hospital; Staff Nurse, Spring Branch Hospital; Staff Nurse, Del Sol Medical Center; Charge Nurse, Staff Nurse, Del Sol Rehabilitation Hospital; Home Health Nurse, Ambulante Krankenpflege, Steinheim, Germany; Staff Nurse, Rehabilitation Hospital, Ulm, Germany; Home Health Nurse, Sozialstation, Weissenhorn Germany

Jason LaPres, Dean, Instruction  
**Effective:** 12 month contracted employee at annual salary of $86,192.04 beginning January 1, 2016  
**Education:** M.H.S., B.A., Biomedical Science, Grand Valley State University  
**Experience:** Interim Dean, Instruction, Professor, Biology, Lone Star College-CyFair; Director, Honors, Professor, Biology, Lone Star College-University Park; Professor, Biology, Instructor, Continuing Education, Human Anatomy and Physiology, Microbiology Review, Exercise Science, Lone Star College-North Harris; Teacher, Chemistry, Detroit Community High School; Adjunct Instructor, Human Anatomy and Physiology, Wayne County Community College; Adjunct Instructor, Human Anatomy and Physiology, Schoolcraft College, Teaching Assistant, Tutor, Health Science, Grand Valley State University

Amy Larsen, Assistant Professor, English
Effective: 10.5 month contracted employee at annual salary of $66,297 beginning January 16, 2016

Education: Ph.D., English, M.A. English, Texas A&M University; B.A. English, Centenary College of Louisiana

Experience: 70% Instructor, Adjunct Faculty, English, Tutor, Writing Center, Lone Star College-CyFair; Adjunct Faculty, University of Houston Downtown; Tutor, English, Online, Houston Community College; Graduate Assistant, Teaching, Texas A&M University

Bethany Lawson, Assistant Professor, EDUC
Effective: 10.5 month contracted employee at annual salary of $57,348 beginning January 16, 2016

Education: M.Ed., Counseling and Consulting, B.S., Family and Consumer Sciences Education, Iowa State University

Experience: Adjunct Instructor, EDUC, Lone Star College-CyFair; Preschool Teaching Assistant, Copperfield Church; Graduate Teaching Assistant, Iowa State University

Cedric McDonnell, 70% Instructor, CISCO (Temporary Contract)
Effective: 4.5 month contracted employee at annual salary of $17,575 beginning January 19, 2016

Education: M.S., Management Information Systems, Southern University at New Orleans; B.S., Computer Science, Xavier University of Louisiana

Experience: Adjunct Faculty, CISCO, Lone Star College-CyFair; Communications Technician, Marine Spill Response Corporation; Adjunct Instructor, ITT Technical Institute; Network Engineer/ System Administrator, Universal Com One LLC; Network Administration Support, System Administration Support, Tier II & III Helpdesk Support, Xavier University Preparatory High School

Jillian Moller, Assistant Professor, Speech
Effective: 10.5 month contracted employee at annual salary of $59,665 beginning January 11, 2016

Education: M.A., Communication, Spring Arbor University; B.A., Communication, University of Houston

Experience: Adjunct Faculty, Speech, Lone Star College-CyFair; Adjunct, Speech Communications, Teaching Assistant, Spring Arbor University; Teacher,
Speech Communications, Spring Branch Independent School District; Teaching Assistant, Communications, University of Houston

**Kimberly Mori, Assistant Professor, Education**

**Effective:** 9 month contracted employee at annual salary of $50,677 beginning January 16, 2016

**Education:** M.A., English, Sam Houston State University; M.S.W., San Diego State University; B.A., English, University of California, Los Angeles

**Experience:** Adjunct Instructor, 70% Instructor, English, Lone Star College-CyFair; Adoptions Social Worker, Houston Home Study; Social Worker, San Diego County Children’s Services Bureau; Graduate Assistant, San Diego State University; Social Services and Foster Care Licensing/Education Worker, Department of Human Services, State of Hawaii; Consumer Advocacy, Financial Management Counselor and Adult Education Instructor, U.S. Department of Defense; ASK Peer Academic Counselor, Academic Tutor, University of California, Los Angeles

**Sandra Palacios-Plugge, 70% Instructor, Radio/TV (Temporary Contract)**

**Effective:** 4.5 month contracted employee at annual salary of $15,622 beginning January 16, 2016

**Education:** B.A., Radio TV-Film/Journalism, Baylor University

**Experience:** Adjunct Instructor, Film, Lone Star College-CyFair; Office Manager, Sports Culture; Coordinator, St. Anthony of Padua Catholic Church

**Anna Pyeatt, Associate Professor, Spanish**

**Effective:** 10.5 month contracted employee at annual salary of $66,297 beginning January 11, 2016

**Education:** Ph.D., Spanish, M.A. Spanish, B.A. Spanish and Premed Studies, University of Texas at Austin

**Experience:** Adjunct Professor, Austin Community College; Lecturer, Supervisor, Assistant Instructor, Teaching Assistant, University of Texas at Austin; Instructor, Assistant Professor, Southwestern University

**Lathifa Sheriff, Assistant Professor, Echocardiography, Sonography**

**Effective:** 12 month contracted employee at annual salary of $75,158 beginning January 11, 2016

**Education:** B.Medicine, B. Surgery, Bharathiar University, India; ECFMG, RDCS, RVT, RDMS, American Registry for Diagnostic Medical Sonography
Experience: Adjunct Faculty, Lone Star College-CyFair; Echovascular Sonographer, CHI St. Luke’s Health; Echovascular Sonographer, Houston Physicians Imaging; Clinician, Lecturer, Sonologist, Echovascular, Frontier Lifeline; Cardiac Sonographer, St. Rose Dominican Hospital; Clinical Instructor, American Institute of Medical Sonography; Cardiovascular Sonographer, Heart Center of Nevada; Sonographer, West Coast Medical Group and Crescent Diagnostics; Physician, India

Patricia Smith, Associate Professor, Developmental English
Effective: 10.5 month contracted employee at annual salary of $66,297 beginning January 11, 2016

Education: Ph.D. Philosophy, Education Specialist, Louisiana State University; M.Ed. Secondary English, Converse College; B.A. English, University of Tennessee

Experience: Dual Credit Instructor, Adjunct Faculty, Assistant/Associate Professor, Writing Coordinator, Lone Star College-University Park, Lone Star College-CyFair; English 12 Team Leader and Secondary Teacher, Department Chair of English, Fairfax County Public Schools; Adjunct Instructor, George Mason University; Secondary English Teacher, Long Beach Unified School District; Secondary English Teacher, CyFair Independent School District; Lecturer, University of Houston; Graduate Assistant Instructor, Research Assistant, Louisiana State University; Secondary English and Reading Teacher, Pointe Coupee Catholic Diocese; Secondary English and Reading Teacher, East Baton Rouge Parish Schools

Shawn Smith, Associate Professor, Math
Effective: 10.5 month contracted employee at annual salary of $59,665 beginning January 11, 2016

Education: M.S Applied Mathematics, B.S. General Studies, Nicholls State University

Experience: Instructor of Mathematics, Adjunct Math Instructor, Graduate Assistant, Nicholls State University; Adjunct Instructor, Fletcher Technical Community College; Nuclear Auxiliary Operator, Entergy

Erika Stewart-Moore, Assistant Professor, Education
Effective: 10.5 month contracted employee at annual salary of $59,655 beginning January 11, 2016

Education: M.Ed. University of St. Thomas; B.A. California State University of San Marcos
Experience: Adjunct Instructor, 70% Instructor, Lone Star College-CyFair; Adjunct Instructor, University of Houston-Downtown; Second Grade Teacher, Third Grade Teacher, Cy-Fair Independent School District

Aubrey Thacker, Assistant Professor, EMS
Effective: 12 month contracted employee at annual salary of $60,125 beginning January 16, 2016

Education: A.A.S. Emergency Medical Services

Experience: Adjunct Faculty, Lone Star College- CyFair; In-Charge Paramedic, CyFair Volunteer Fire Department; Paramedic Tech, Tomball Regional Hospital; Nurse Tech, First Choice Emergency Room

Reynaldo Vargas, Associate Professor, English
Effective: 10.5 month contracted employee at annual salary of $59,665 beginning January 11, 2016

Education: M.F.A. Creative Writing, Southern Illinois University; B.A. Communications Studies, Southeast Missouri State University

Experience: Adjunct Instructor, Humanities, Southern Illinois University; Instructor, Humanities, Adjunct Instructor, Rhodes State College Online; Tutor, Pearson Tutor Vista

Grady Watts, Assistant Professor, Philosophy
Effective: 10.5 month contracted employee at annual salary of $58,495 beginning January 16, 2016

Education: M.A. Philosophy, University of Houston; M.S. Criminology, B.S. Political Science, Lamar University

Experience: 70% Faculty, Adjunct Professor, Competency-Based Education Facilitator, Adjunct Faculty Liaison, Lone Star College-CyFair, Lone Star College-University Park; Adjunct Professor, Argosy University; Adjunct Professor, Brescia University; Adjunct Professor, Ashford University; Adjunct Professor, Our Lady of the Lake University; Adjunct Professor, Plymouth; Journal Reviewer, Journal of Qualitative Criminal Justice and Criminology; Graduate Research Assistant, University of Houston; Undergraduate Research Assistant, Lamar University

John Spangler, Assistant Professor, Government
Effective: 10.5 month contracted employee at annual salary of $66,297 beginning January 11, 2016
Education: M.A. Political Science, B.A. History, Sam Houston State University

Experience: Adjunct Instructor, Lone Star College-Tomball; Adjunct Instructor, Northwest College; Social Studies Teacher, The Woodlands High School

g. LSC-University Park
Heather L. Brasher, Associate Professor, Biology
Effective: 10.5 month contracted employee at annual salary of $66,297 beginning January 11, 2016

Education: Ph.D., Biochemistry, B.S., Biochemical and Biophysical Sciences, B.S., Biology, University of Houston

Experience: Assistant Professor, Biology, College of the Mainland; Adjunct Professor, Biology, San Jacinto College- Central; Assistant Professor, Biology, College of the Mainland; Assistant IA Training Material Developer, University of Houston; Instructional Assistant, Biology, University of Houston; Post-doctoral Fellowship, University of Texas Medical Branch; Toxicologist, Expertox

Christina Cross, Assistant Professor, Computer IT, Software Program Security
Effective: 10.5 month contracted employee at annual salary of $59,665 beginning January 11, 2016

Education: M.B.A, B.B.A., Sam Houston State University

Experience: Director of Online Technology/ Director of Instructional Technology, Interim Executive Director, Lone Star College-System Office; Adjunct Instructor, Lone Star College-Montgomery; Computer Systems Specialist/Network Technician, Sam Houston State University

Andrew E. Dunsky, Assistant Professor, History
Effective: 9 month contracted employee at annual salary of $49,683 beginning January 11, 2016

Education: M.A. History, University of Cambridge; B.A. History, Texas State University

Experience: Adjunct Professor, Lone Star College-University Park; Lone Star College-CyFair; Lone Star College-Fairbanks; Adjunct Professor, DeVry University

Melissa Dawn Gatlin, Assistant Professor, Education
Effective: 10.5 month contracted employee at annual salary of $59,665 beginning January 16, 2016
Education:  M.B.A International Business, University of St. Thomas; M.E. EC-4, B.B.A. Marketing, Stephen F. Austin State University

Experience:  Instructor, Education, Lone Star College-University Park; Lone Star College-Online; Elementary Teacher, Substitute Teacher, Magnolia ISD; Kindergarten Teacher, The Academy; Physics Lab Instructor, Stephen F. Austin State University

**Amy M. Hirsch, Assistant Professor, English**

**Effective:** 10.5 month contracted employee at annual salary of $59,655 beginning January 11, 2016

Education:  M.A. Humanities, California State University- Dominguez Hills; B.A. English, University of Maryland

Experience:  70% Instructor, Adjunct Instructor, Honors College Director, Coordinator-Office of Student Life, Lone Star College-University Park, Tomball; Reference Assistant, Harris County Public Library

**Bruce D. Hunter, Associate Professor, Business**

**Effective:** 10.5 month contracted employee at annual salary of $66,297 beginning January 11, 2016

Education:  J.D., M.B.A, B.A., Journalism, University of Iowa

Experience:  Adjunct Faculty, Lone Star College-CyFair; Adjunct Faculty, University of Houston-Downtown; Executive Coach, Apollo Lightspeed; Faculty Member, University of Phoenix; Adjunct Professor, Metropolitan State College of Denver; CEO, Core Media LLC; Senior Vice President, Madison Development Group LLC; Chief Executive Officer, Digital Data Resources, Inc.

**Sheryl Jimerson, Assistant Professor, Business**

**Effective:** 10.5 month contracted employee at annual salary of $59,665 beginning January 11, 2016

Education:  M.B.A., Accounting, B.B.A., Finance, University of Houston-Central

Experience:  Adjunct Faculty, Accounting, Lone Star College-University Park; Adjunct Faculty, Accounting, San Jacinto College; International Tax Manager, Kinder Morgan; Income Tax Accounting Supervisor, CITGO Petroleum Corporation; North & South America Tax Accounting Manager, Petroleum Geo-Services, Inc.; Interim Accounting for Income Tax Manager, Tax Principal, El Paso Corporation; Senior Tax Specialist, Cameron International Corporation; Financial Reporting Accountant and Tax Accountant, EOG Resources, Inc.
Kristen Khalaf, Assistant Professor, Developmental English
Effective: 10.5 month contracted employee at annual salary of $56,224 beginning January 11, 2016

Education: M.L.A., English, University of St. Thomas; B.A. Broadcast Journalism, University of Houston

Experience: Adjunct Instructor, Substitute Instructor, Writing Tutor, Student Reporter, Lone Star College-Kingwood; Production Assistant, Associate Producer and Reporter, Houston PBS

Darrell Lovell, Assistant Professor- Political Science
Effective: 10.5 month contracted employee at annual salary of $59,665 beginning January 18, 2016

Education: M.P.A., University of Colorado Denver; M.A. Political Science, Louisiana State University; B.S., Political Science, Public Relations, University of Central Missouri.

Experience: Adjunct Faculty, Contract Grant Coordinator, Lone Star College-Kingwood, Lone Star College-North Harris; Grant Program Coordinator, University of Texas M.D. Anderson Cancer Center; Grant Writer, Houston Area Women’s Center; Program Specialist, State of Louisiana Office of Community Development.

LaChelle L. Rhoads, Program Director, Law Enforcement Academy
Effective: 12 month contracted employee at annual salary of $65,255 beginning January 4, 2016

Education: M.S. Criminal Justice, University of Houston- Downtown; M.S. Strategic Leadership, Mountain State University; B.A.S. Liberal Arts, Midwestern State University; Paralegal Certificate, Center for Advanced Paralegal Studies.

Experience: Interim Program Director, Program Coordinator III, Curriculum Developer, Interim Training Coordinator, Adjunct Instructor, Lone Star College-University Park; Police Officer, Houston Police Department; E-4 Specialist, United States Army

Christopher Schaefer, Assistant Professor, Engineer Technology
Effective: 10.5 month contracted employee at annual salary of $66,297 beginning January 11, 2016

Education: J.D., University of Georgia School of Law; B.S. Mechanical Engineering, University of Texas at Austin
Experience: Business Consultant/Systems Engineer, Commercial Contracts Manager, Lead Engineer, FMC Technologies and FTO Services; Southern District of Texas Intern, U.S. District Court; Summer Associate, Sutherland Asbill & Brennan LLP

Nicole Stalnaker, Assistant Professor- Psychology
Effective: 10.5 month contracted employee at annual salary of $59,665 beginning January 16, 2016

Education: M.A. Rayford University; B.A. Psychology and Public Justice, State University of New York, College at Oswego

Experience: Children’s Volunteer Coordinator, Asbury Methodist Church; Police Detective, Bryan Police Department; Children’s Therapist, Mental Health/Mental Retardation; Team Leader/Clinical Counselor, New Hope for Children

Madhulika Tandon, Assistant Professor, ESOL
Effective: 10.5 month contracted employee at annual salary of $59,665 beginning January 11, 2016

Education: M.Ed. International Literacy, Sam Houston State University; M.A. Psychology, B. Ed. Education, B.A. Psychology, Lucknow University

Experience: Adjunct Instructor, Lone Star College-CyFair; ESL Consultant, Graduate School of Biomedical Sciences & Graduate School of Public Health, University of Texas Health, Texas Medical Center; Online Instructor, Sam Houston State University; Language Specialist, Cartus; ESL Tutor, Harris County Public Library; High School Teacher, Cambridge High School.

Sonal Tonger, 70% Instructor, Biology (Temporary Contract)
Effective: 4.5 month contracted employee at annual salary of $17,886 beginning January 19, 2016

Education: M.S. Biochemistry, B.S., Zoology, M S University, Baroda, Gujarat, India; Teaching Certification, High School Science, Houston Community College

Experience: Adjunct Faculty, Lone Star College-CyFair; Lone Star College-University Park; High School Teacher, Spring ISD; Research Associate, Delhi University; Cloning, M S University, Baroda, Gujarat, India; Science Copy Editor, Thomson Digital.
Request: Consideration of Resignations

Chancellor’s Recommendation:
That the resignations listed below be accepted and acknowledged.

**LSC-System Office**
Keri Rogers Mize, Vice Chancellor, Academic Affairs
Effective February 1, 2016

**LSC- Montgomery**
Steve Scheffler, Executive Director, College Relations
Effective February 1, 2016

Mark Stelter, Professor, Criminal Justice
Effective January 11, 2016

**LSC- CyFair**
Audre Levy, President, LSC-CyFair
Effective January 1, 2016

**Staff Resource:** Link Alander 832-813-6832