

***Board of Trustees  
Meeting***

***November 4, 2019***

**NOTICE OF MEETING  
BOARD OF TRUSTEES  
SAN JACINTO COMMUNITY COLLEGE DISTRICT**

The Board of Trustees of the San Jacinto Community College District will meet at 5:45 p.m., Monday, November 4, 2019, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

**BOARD WORKSHOP  
AGENDA**

- I. Call the Meeting to Order**
- II. Roll Call of Board Members**
- III. Adjournment to closed or executive session pursuant to Texas Government Code Section 551.071 and 551.074 of the Texas Open Meetings Act, for the following purposes:**
  - a. Legal Matters - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.
  - b. Personnel Matters - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
- IV. Reconvene in Open Meeting**
- V. Notification of Closure of Engineering Design Graphics Program at Central Campus and Consolidation of Program at South Campus**
- VI. Review Policy and Procedure on Sustainable Energy Management**
- VII. Review of Calendar**
  - **Veteran's Day Celebrations**
- VIII. General Discussion of Meeting Items**
- IX. Adjournment**

**Additional Closed Session Authority**

If, during the course of the meeting covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any items included in this Notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this Notice or as soon after the commencement of the meeting covered by the Notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all subjects and for any and all purposes permitted by Sections 551.071, inclusive, of the Open Meetings Act, including, but not limited to:

Section 551.071 – For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law. Page 2 of 132

Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property.

Section 551.073 – For the purpose of considering a negotiated contract for a prospective gift or donation.

Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.076 – To consider the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.084 – For the purpose of excluding a witness or witnesses from a hearing during examination of another witness.

Section 551.087– To discuss or deliberate regarding commercial or financial information that the Board has received from a business prospect that the Board seeks or may seek to have locate, stay, or expand in or near the territory of the College and with which the Board is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to such business prospect.

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive meeting or session, then such final action, final decision, or final vote shall be at either:

- A. The open meeting covered by this Notice upon the reconvening of the public meeting, or
- B. At a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

Certification as to Posting or Giving of Notice

On this day, November 1, 2019, this notice was posted on a bulletin board located at a place convenient to the public in the central administrative office of the San Jacinto Community College District, 4624 Fairmont Parkway, Pasadena, Texas, the College's website, and is readily accessible to the public upon request.

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Brenda Hellyer, Ed.D.

**NOTICE OF MEETING  
BOARD OF TRUSTEES  
SAN JACINTO COMMUNITY COLLEGE DISTRICT**

The Board of Trustees of the San Jacinto Community College District will meet at 7:00 p.m. on Monday, November 4, 2019, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

**BOARD MEETING  
AGENDA**

**I. Call the Meeting to Order**

**II. Roll Call of Board Members**

**III. Invocation and Pledge to the Flags**

**IV. Special Announcements, Recognitions, Introductions, and Presentations**

Recognition of Monument Awards Recipients Teri Crawford  
Laurel Williamson

Recognition of Houston Livestock Show & Rodeo for Contributions to the San Jacinto College Foundation and Student Scholarships Ruth Keenan

Update from Board Members on ACCT Leadership Congress Erica Davis Rouse  
Dan Mims  
Larry Wilson

**V. Student Success Presentations**

High School Capture Rates George Gonzalez  
Pam Campbell  
Joanna Zimmermann

**VI. Communications to the Board of Trustees**

**VII. Hearing of Such Citizens or Groups of Citizens Desiring to be Heard Before the Board**

*In accordance with the San Jacinto Community College District Board of Trustees Bylaws, located on the College's website, a citizen desiring to appear before the Board of Trustees shall complete the Application for Hearing before the Board of Trustees and file said application along with any supporting information concerning the citizen's concern, complaint or commendation, with the Executive Assistant to the Chancellor, ten (10) minutes prior to the start of the posted meeting time. The time allotted each citizen or organization for presentation shall be no more than five (5) minutes. Presentation of matters concerning a complaint or charge against a San Jacinto Community College District employee or officer will be heard in closed session unless the individual who is the subject of the change or complaint requests a public hearing.*

**VIII. Informative Reports to the Board**

- A. San Jacinto College Financial Statements
- B. San Jacinto College Foundation Financial Statements
- C. Capital Improvement Program

**ACTION ITEMS**

- IX. Consideration of Approval of Amendment to the 2019-2020 Budget for Restricted Revenue and Expenses Relating to Federal and State Grants**
- X. Consideration of Approval of Sheldon ISD T-STEM Academy Memorandum of Understanding**
- XI. Consideration of Approval of Policy #, Sustainable Energy Management – First Reading (Informational Item)**
- XII. Consideration of Approval of Policy #, Tuition and Related Items – First Reading (Informational Item)**
- XIII. Consideration of Approval of Policy #, Resident Status – First Reading (Informational Item)**

**PURCHASING REQUESTS**

- XIV. Consideration of Purchasing Requests**

**CONSENT AGENDA**

- XV. Consent Agenda**  
(Any item placed on the consent agenda shall be removed and taken up as a separate matter, if so requested by any member of the Board, otherwise all items will be voted on with one (1) motion.)
  - A. Approval of the Minutes for the October 7, 2019 Board Workshop and Regular Board Meeting**
  - B. Approval of the Budget Transfers**
  - C. Approval of Personnel Recommendations, Extra Service Agreements (ESA), 2019 Educational Advancement Incentives, and 2019-2020 Part-Time Hourly Rate Schedule**
  - D. Approval of the Affiliation Agreements**
  - E. Approval of the Next Regularly Scheduled Meeting**
- XVI. Items for Discussion/Possible Action**  
(Items removed from the Consent Agenda or items discussed in closed session, will be considered at this time)
- XVII. Adjournment**

**Closed Session Authority**

If, during the course of the meeting covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any items included in this Notice, then such closed or executive meeting or session as authorized by Section 551.001 *et seq.* of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this Notice or as soon after the commencement of the meeting covered by the Notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all subjects and for any and all purposes permitted by Sections 551.071, inclusive, of the Open Meetings Act, including, but not limited to:

Section 551.071 – For the purpose of a private consultation with the Board’s attorney on any or all subjects or matters authorized by law.

Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property.

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Section 551.076 – To consider the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.084 – For the purpose of excluding a witness or witnesses from a hearing during examination of another witness.

Section 551.087 – To discuss or deliberate regarding commercial or financial information that the Board has received from a business prospect that the Board seeks or may seek to have locate, stay, or expand in or near the territory of the College and with which the Board is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to such business prospect.

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or
- B. At a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

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Brenda Hellyer, Ed.D.

SAN JACINTO COMMUNITY COLLEGE DISTRICT  
Statement of Net Position - PRELIMINARY  
September 30, 2019

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Current assets:		
Cash and cash equivalents	\$ 76,801,901	\$ 80,911,802
Accounts receivable - taxes	3,183,068	3,606,911
Accounts receivable	12,396,115	10,021,242
Deferred charges	1,699,454	1,217,897
Inventories	356,016	359,413
Total current assets	94,436,554	96,117,265
Noncurrent assets:		
Restricted cash and cash equivalents	185,628,048	126,878,336
Capital assets, net	549,621,631	461,230,868
Total noncurrent assets	735,249,679	588,109,204
Total assets	829,686,233	684,226,469
Deferred outflows of resources:		
Deferred outflow related to pensions	4,631,718	6,924,946
Deferred outflow related to OPEB	2,581,254	-
Deferred outflow related to defeased debt	8,872,526	10,078,521
Total deferred outflows of resources	16,085,498	17,003,467
<u>Liabilities</u>		
Current liabilities:		
Accounts payable	15,396,179	11,194,708
Accrued liabilities	3,751,693	2,433,769
Accrued compensable absences and deferred compensation	2,259,299	2,269,299
Deferred revenues	720,532	533,463
Total current liabilities	22,127,703	16,431,239
Noncurrent liabilities:		
Net pension liability	26,598,961	31,890,143
Net OPEB liability	91,125,036	-
Bonds and notes payable	591,185,262	464,826,840
Total noncurrent liabilities	708,909,259	496,716,983
Total liabilities	731,036,962	513,148,222
Deferred inflows of resources -		
Deferred inflow related to pensions	6,007,220	3,795,258
Deferred inflows related to OPEB	20,148,183	-
Total deferred inflows of resources	26,155,403	3,795,258
<u>Net assets</u>		
Beginning of year	73,727,573*	168,911,995
Current year addition	14,851,793	15,374,461
Total net position - PRELIMINARY	\$ 88,579,366	\$ 184,286,456

\*The implementation of Governmental Accounting Standards Board (GASB) 75 at 8/31/18 had a net negative effect on the fund balance of \$107.8 million, which is not reflected on the preliminary 9/30/18 figures shown on this statement. This entry was entered later during the final closing for fiscal year 2018 and reflected in the Comprehensive Annual Financial Report (CAFR).

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position - PRELIMINARY  
For the One Month Ended September 30, 2019

11 Unrestricted Funds

	Adjusted Budget	Actual (8.33%)	% Actual to Adjusted Budget	9/30/18	% of 8/31/19 Actual
REVENUES:					
State Appropriations	\$ 42,079,966	\$ 5,051,082	12.00	\$ 4,655,708	12.00
Local Taxes - Maintenance & Operations	72,131,000	146,961	0.20	112,752	0.16
Credit Tuition	64,986,000	28,051,700	43.17	19,265,681	44.08
Credit Fees	-	-	-	7,304,361	42.24
Credit Exemptions & Waivers	(7,100,000)	(3,640,692)	51.28	(3,015,550)	45.61
Bad Debt	(1,700,000)	(141,667)	8.33	(158,333)	8.33
Continuing Professional Development	4,725,185	727,393	15.39	864,270	14.36
Sales & Services	2,216,000	157,980	7.13	209,031	2.17
Investment Income	1,500,000	155,813	10.39	142,715	5.56
Total	<u>178,838,151</u>	<u>30,508,570</u>	<u>17.06</u>	<u>29,380,635</u>	<u>16.40</u>
EXPENDITURES:					
Instruction	66,515,283	6,312,107	9.49	5,996,482	8.63
Public Service	4,618,121	277,291	6.00	365,074	5.30
Academic Support	18,097,491	1,878,726	10.38	1,707,258	13.09
Student Services	15,864,676	773,285	4.87	832,551	5.80
Institutional Support	47,535,617	3,198,633	6.73	2,486,276	6.33
Physical Plant	22,456,845	799,609	3.56	668,921	3.48
Total	<u>175,088,033</u>	<u>13,239,651</u>	<u>7.56</u>	<u>12,056,562</u>	<u>7.43</u>
TRANSFERS AMONG FUNDS:					
Transfers In	-	-	-	-	-
Transfers Out	3,750,118	9,262	-	-	-
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ 17,259,657</u>		<u>\$ 17,324,073</u>	



San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position - PRELIMINARY  
For the One Month Ended September 30, 2019

Federal Restricted Funds

	Adjusted Budget	Actual (8.33%)	% Actual to Adjusted Budget	9/30/18	% of 8/31/19 Actual
REVENUES:					
Grants	\$ 60,567,138	\$ 6,253,640	10.33	\$ 5,644,343	12.52
Total	<u>60,567,138</u>	<u>6,253,640</u>	<u>10.33</u>	<u>5,644,343</u>	<u>12.52</u>
EXPENDITURES:					
Instruction	702,638	17,438	2.48	3,827	0.60
Public Service	315,621	13,913	4.41	15,748	9.78
Academic Support	16,086,707	82,311	0.51	99,012	3.07
Student Services	274,309	51,587	18.81	4,971	1.27
Institutional Support	1,566,047	59,453	3.80	57,899	6.46
Scholarships and Fellowships	41,621,816	6,028,938	14.49	5,462,886	13.74
Hurricane Harvey	-	-	-	-	-
Total	<u>60,567,138</u>	<u>6,253,640</u>	<u>10.33</u>	<u>5,644,343</u>	<u>12.52</u>
TRANSFERS AMONG FUNDS:					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position - PRELIMINARY  
For the One Month Ended September 30, 2019

State Restricted Funds

	Adjusted Budget	Actual (8.33%)	% Actual to Adjusted Budget	9/30/18	% of 8/31/19 Actual
<b>REVENUES:</b>					
State Paid Benefits	\$ 11,032,000	\$ 977,363	8.86	\$ 972,210	8.25
Grants	4,259,546	770,100	18.08	804,290	27.75
Total	<u>15,291,546</u>	<u>1,747,463</u>	<u>11.43</u>	<u>1,776,500</u>	<u>12.10</u>
<b>EXPENDITURES:</b>					
Instruction	2,190,237	187,632	8.57	421,628	7.04
Public Service	2,012	7,291	362.38	18,243	4.52
Academic Support	5,082	27,679	544.65	45,454	2.70
Student Services	40,000	35,111	87.78	74,023	4.22
Institutional Support	10,975,271	746,321	6.80	424,816	15.93
Scholarships and Fellowships	2,078,944	743,429	35.76	792,336	36.43
Total	<u>15,291,546</u>	<u>1,747,463</u>	<u>11.43</u>	<u>1,776,500</u>	<u>12.10</u>
<b>TRANSFERS AMONG FUNDS:</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position - PRELIMINARY  
For the One Month Ended September 30, 2019

Local Restricted Funds

	<u>Adjusted Budget</u>	<u>Actual (8.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>9/30/18</u>	<u>% of 8/31/19 Actual</u>
REVENUES:					
Local Grants	\$ 3,150,766	\$ 722,279	22.92	\$ 800,697	35.24
Total	<u>3,150,766</u>	<u>722,279</u>	<u>22.92</u>	<u>800,697</u>	<u>35.24</u>
EXPENDITURES:					
Instruction	57,047	26,757	46.90	-	-
Public Service	215,097	9,262	4.31	12,835	8.80
Academic Support	943,638	25,164	2.67	3,131	1.27
Student Services	82,453	6,530	7.92	144	0.24
Institutional Support	41,407	1,727	4.17	6,844	7.98
Scholarships and Fellowships	<u>2,061,501</u>	<u>657,867</u>	<u>31.91</u>	<u>718,741</u>	<u>39.40</u>
Total	<u>3,401,143</u>	<u>727,307</u>	<u>21.38</u>	<u>741,695</u>	<u>30.60</u>
TRANSFERS AMONG FUNDS:					
Transfers In	(250,377)	(9,262)	-	-	-
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ 4,234</u>		<u>\$ 59,002</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position - PRELIMINARY  
For the One Month Ended September 30, 2019

27 Texas Public Education Grant

	<u>Adjusted Budget</u>	<u>Actual (8.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>9/30/18</u>	<u>% of 8/31/19 Actual</u>
REVENUES:					
Credit Tuition	\$ 2,800,000	\$ 1,301,218	46.47	\$ 839,643	43.94
Total	<u>2,800,000</u>	<u>1,301,218</u>	<u>46.47</u>	<u>839,643</u>	<u>43.94</u>
EXPENDITURES:					
Scholarships and Fellowships	<u>2,800,000</u>	<u>414,335</u>	<u>14.80</u>	<u>281,956</u>	<u>15.12</u>
Total	<u>2,800,000</u>	<u>414,335</u>	<u>14.80</u>	<u>281,956</u>	<u>15.12</u>
TRANSFERS AMONG FUNDS:					
Transfers In	-	-	-	-	-
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ 886,883</u>		<u>\$ 557,687</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position - PRELIMINARY  
For the One Month Ended September 30, 2019

28 Private Gifts and Donations

	<u>Adjusted Budget</u>	<u>Actual (8.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>9/30/18</u>	<u>% of 8/31/19 Actual</u>
REVENUES:					
Sales & Service	\$ -	\$ 412	-	\$ -	-
Total	<u>-</u>	<u>412</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES:					
Instruction	-	-	-	-	-
Student Services	-	-	-	80	9.69
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>80</u>	<u>0.25</u>
TRANSFERS AMONG FUNDS:					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ 412</u>		<u>\$ (80)</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position - PRELIMINARY  
For the One Month Ended September 30, 2019

Auxiliary Enterprises

	<u>Adjusted Budget</u>	<u>Actual (8.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>9/30/18</u>	<u>% of 8/31/19 Actual</u>
REVENUES:					
Auxiliary Services	3,068,200	435,272	14.19	534,591	16.81
Total	<u>3,068,200</u>	<u>435,272</u>	<u>14.19</u>	<u>534,591</u>	<u>16.81</u>
EXPENDITURES:					
Non-Instructional Labor	423,671	21,897	5.17	21,420	4.52
Benefits	100,000	31,338	31.34	33,619	8.34
Supplies	405,295	58,002	14.31	24,985	6.56
Travel	222,135	9,103	4.10	2,890	1.45
Contracted Services	383,708	18,653	4.86	25,002	9.11
Scholarships and Fellowships	1,307,727	281,540	21.53	213,657	19.36
Utilities	200	-	-	-	-
Total	<u>2,842,736</u>	<u>420,533</u>	<u>14.79</u>	<u>321,573</u>	<u>11.34</u>
TRANSFERS AMONG FUNDS:					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	<u>\$ 225,464</u>	<u>\$ 14,739</u>		<u>\$ 213,018</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position - PRELIMINARY  
For the One Month Ended September 30, 2019

95 Retirement of Indebtedness

	Adjusted Budget	Actual (8.33%)	% Actual to Adjusted Budget	9/30/18	% of 8/31/19 Actual
<b>REVENUES</b>					
Investment Income	\$ -	\$ 24,814	-	\$ 46,433	10.58
Local Taxes - Debt Service	37,728,096	60,976	0.16	13,487	0.05
Total	<u>37,728,096</u>	<u>85,790</u>	<u>-</u>	<u>59,920</u>	<u>0.21</u>
<b>EXPENDITURES</b>					
Institutional Support	41,227,837	2,362,005	5.73	1,547,594	7.99
Total	<u>41,227,837</u>	<u>2,362,005</u>	<u>5.73</u>	<u>1,547,594</u>	<u>7.99</u>
<b>TRANSFERS AMONG FUNDS:</b>					
Transfers In	(3,499,741)	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	<u>\$ -</u>	<u>\$ (2,276,215)</u>		<u>\$ (1,487,674)</u>	

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position - PRELIMINARY  
For the One Month Ended September 30, 2019

97 Investment in Plant

	<u>Adjusted Budget</u>	<u>Actual (8.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>9/30/18</u>	<u>% of 8/31/19 Actual</u>
EXPENDITURES					
Depreciation	\$ 17,500,000	\$ 1,339,847	7.66	\$ 1,291,565	8.68
Capital Purchases	-	-	-	-	-
Total	<u>17,500,000</u>	<u>1,339,847</u>	<u>-</u>	<u>1,291,565</u>	<u>9.68</u>
Net Increase (Decrease) in Net Position	<u>\$ (17,500,000)</u>	<u>\$ (1,339,847)</u>		<u>\$ (1,291,565)</u>	



San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position - PRELIMINARY  
For the One Month Ended September 30, 2019

Consolidated -All Funds  
(Not Including Capital Improvement Program)

	<u>Adjusted Budget</u>	<u>Actual (8.33%)</u>	<u>% Actual to Adjusted Budget</u>	<u>9/30/18</u>	<u>% of 8/31/19 Actual</u>
<b>REVENUES:</b>					
State Appropriations	\$ 53,111,966	\$ 6,028,445	11.35	\$ 5,627,918	11.13
Local Taxes - Maintenance & Operations	72,131,000	146,961	0.20	112,752	0.16
Local Taxes - Debt Service	37,728,096	60,976	0.16	13,487	0.05
Credit Tuition	67,786,000	29,352,918	43.30	20,105,324	44.07
Credit Fees	-	-	-	7,304,361	42.24
Credit Exemptions & Waivers	(7,100,000)	(3,640,692)	51.28	(3,015,550)	45.61
Bad Debt	(1,700,000)	(141,667)	8.33	(158,333)	8.33
Continuing Professional Development	4,725,185	727,393	15.39	864,270	14.36
Sales & Services	2,216,000	158,392	7.15	209,031	2.17
Investment Income	1,500,000	180,627	12.04	189,148	6.29
Investment Income - San Jac Tomorrow Program	-	301,930	-	-	-
Auxiliary Services	3,068,200	435,272	14.19	534,591	16.81
Grants	64,826,684	7,023,740	10.83	6,448,633	13.44
Local Grants	3,150,766	722,279	22.92	800,697	35.24
Total	<u>301,443,897</u>	<u>41,356,574</u>	<u>13.72</u>	<u>39,036,329</u>	<u>14.00</u>
<b>EXPENDITURES:</b>					
Instruction	69,465,205	6,543,934	9.42	6,421,937	8.43
Public Service	5,150,851	307,757	5.97	411,900	5.42
Academic Support	35,132,918	2,013,880	5.73	1,854,855	10.19
Student Services	16,261,438	866,513	5.33	911,769	5.50
Institutional Support	101,346,179	6,368,139	6.28	4,523,429	7.26
Physical Plant	22,456,845	799,609	3.56	668,921	3.48
Scholarships and Fellowships	48,562,261	7,844,569	16.15	7,255,919	15.90
Auxiliary Enterprises	2,842,736	420,533	14.79	321,573	11.34
Depreciation	17,500,000	1,339,847	7.66	1,291,565	8.68
Capital Purchases	-	-	-	-	-
Total	<u>318,718,433</u>	<u>26,504,781</u>	<u>8.32</u>	<u>23,661,868</u>	<u>9.04</u>
<b>TRANSFERS AMONG FUNDS:</b>					
Transfers In	(3,750,118)	(9,262)	-	-	-
Transfers Out	3,750,118	9,262	-	-	-
Net Increase (Decrease) in Net Position	<u>\$ (17,274,536)</u>	<u>\$ 14,851,793</u>		<u>\$ 15,374,461</u>	

# Capital Improvement Program

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position - PRELIMINARY  
For the One Month Ended September 30, 2019

91 Capital Projects

	Adjusted Budget	Actual (8.33%)	9/30/18
REVENUES:			
Investment Income	\$ -	\$ 301,930	\$ 172,859
Total	-	301,930	172,859
EXPENDITURES:			
Bond Programs	-	134,489	19,621
Total	-	134,489	19,621
Net Increase (Decrease) in Net Position	\$ -	\$ 167,441	\$ 153,238

San Jacinto Community College District  
Statement of Revenues, Expenditures and Changes In Net Position - PRELIMINARY  
For the One Month Ended September 30, 2019

93 Generation Park Clear Lake Land Proceeds

	<u>Adjusted Budget</u>	<u>Actual (8.33%)</u>	<u>9/30/18</u>
REVENUES:			
Land Sale Proceeds	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES:			
Generation Park	<u>-</u>	<u>200,200</u>	<u>-</u>
Total	<u>-</u>	<u>200,200</u>	<u>-</u>
TRANSFERS AMONG FUNDS:			
Transfers In	<u>-</u>	<u>-</u>	<u>-</u>
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Net Position	<u><u>\$ -</u></u>	<u><u>\$ (200,200)</u></u>	<u><u>\$ -</u></u>

**SAN JACINTO COMMUNITY COLLEGE DISTRICT**  
**Cash, Cash Equivalents, and Investments**  
**PORTFOLIO SUMMARY REPORT**  
**Period Ending September 30, 2019**

		<u>Fair Value</u>	<u>Book Value</u>
<b>Beginning Value</b>	<b>September 1, 2019</b>	\$ <u>277,234,508</u>	\$ <u>277,234,508</u>
<b>Additions/Subtractions (Net)</b>		<b>(14,804,559)</b>	<b>(14,804,559)</b>
<b>Change in Fair Value*</b>		-	-
<b>Ending Value</b>	<b>September 30, 2019</b>	\$ <u><u>262,429,949</u></u>	\$ <u><u>262,429,949</u></u>

**Earnings for September** \$ **482,557**

**WAM at Ending Period Date (Days)** **1.00**

\*On investments held to term, it is the policy of San Jacinto College to hold investments to maturity thus mitigating the impact of market losses.

The investment portfolio is in compliance with the Public Funds Investment Act and the College's Investment Policy

Prepared by:

  
 William E. Dickerson  
 Director of Accounting & Financial Services

  
 Teri Zamora  
 Vice Chancellor of Fiscal Affairs

SAN JACINTO COMMUNITY COLLEGE DISTRICT  
INVESTMENTS  
WEIGHTED AVERAGE TO MATURITY  
September 30, 2019

Description	Held At	Coupon Rate	Purchase Date	Maturity	Par	Fair Value	Book Value	% of Total Portfolio	Days to Maturity	Weighted Ave. Mat.
<b>Short-Term Investments - Cash &amp; Cash Equivalents</b>										
Credit Cards in Transit	Heartland	N/A	N/A	10/01/19	\$ 7,068	\$ 7,068	\$ 7,068	0.00%	1	0.00
JPMorgan Accounts Payable Disbursements	JPMorgan Chase Bank	N/A	N/A	10/01/19	(681,817)	(681,817)	(681,817)	-0.26%	1	0.00
JPMorgan Operating	JPMorgan Chase Bank	N/A	N/A	10/01/19	2,115,360	2,115,360	2,115,360	0.81%	1	0.01
JPMorgan Payroll	JPMorgan Chase Bank	N/A	N/A	10/01/19	(34,140)	(34,140)	(34,140)	-0.01%	1	0.00
JPMorgan Workmen's Comp	JPMorgan Chase Bank	N/A	N/A	10/01/19	6,292	6,292	6,292	0.00%	1	0.00
Petty Cash	Campus Business Offices	N/A	N/A	10/01/19	19,825	19,825	19,825	0.01%	1	0.00
East West MM Operating Account	East West Bank	2.060%	N/A	10/01/19	45,194,166	45,194,166	45,194,166	17.22%	1	0.17
Texas Citizens Bank	Texas Citizens Bank	1.210%	N/A	10/01/19	245,758	245,758	245,758	0.09%	1	0.00
LSIP Government Overnight Fund - Operating Funds	Lone Star Investment Pool	2.096%	N/A	10/01/19	501,995	501,995	501,995	0.19%	1	0.00
TexPool - Operating	TexPool	2.163%	N/A	10/01/19	2,004,008	2,004,008	2,004,008	0.76%	1	0.01
TexPool - PRIME - Operating	TexPool	2.275%	N/A	10/01/19	35,065,456	35,065,456	35,065,456	13.36%	1	0.13
<b>Restricted - Cash &amp; Cash Equivalents</b>										
East West Bank MM 2015 Revenue Bond Proceeds	East West Bank	2.060%	N/A	10/01/19	5,008,392	5,008,392	5,008,392	1.91%	1	0.02
LSIP Government Overnight Fund - 2008 GOB Bond Proceeds	Lone Star Investment Pool	2.096%	N/A	10/01/19	3,426,716	3,426,716	3,426,716	1.31%	1	0.01
LSIP Government Overnight Fund - 2015 Revenue Bond Proceeds	Lone Star Investment Pool	2.096%	N/A	10/01/19	1,794,682	1,794,682	1,794,682	0.68%	1	0.01
LSIP Government Overnight Fund - 2016 GOB Bond Proceeds	Lone Star Investment Pool	2.096%	N/A	10/01/19	6,345,630	6,345,630	6,345,630	2.42%	1	0.02
LSIP Government Overnight Fund - GOB Debt Service	Lone Star Investment Pool	2.096%	N/A	10/01/19	9,182,172	9,182,172	9,182,172	3.50%	1	0.03
TexPool PRIME - 2019 Bond Proceeds (New 02/26/2019)	TexPool	2.275%	N/A	10/01/19	152,228,386	152,228,386	152,228,386	58.01%	1	0.58
<b>Grand Total Short Term Investments and Cash &amp; Cash Equivalents</b>					<b>\$ 262,429,949</b>	<b>\$ 262,429,949</b>	<b>\$ 262,429,949</b>	<b>100.00%</b>		<b>1.00</b>

Weighted Average to Maturity at Ending Period Date (Days)

CAFR Note 4	\$ 19,825	Petty cash on hand	0.00
	210,549,045	Investment pools	0.80
	50,448,318	Money Market	0.19
	1,412,761	Bank deposits - demand deposits	0.01
	-	U. S. government securities and municipal bonds	
	-	Accrued Earnings	
	<b>\$ 262,429,949</b>	<b>Total Cash and cash equivalents + investments</b>	<b>1.00</b>

	189,297,850	TexPool
	21,251,195	LSIP
	<b>210,549,045</b>	

San Jacinto Community College District  
 INVESTMENTS and CASH & EQUIVALENTS  
 INVENTORY HOLDINGS REPORT  
 September 30, 2019

Description	Held At	Maturity	Par	09/01/2019 Beginning Fair Value	09/01/2019 Beginning Book Value	09/30/2019 Ending Fair Value	09/30/2019 Ending Book Value	Change in Fair Value For the Month	September Earnings	September Through #REFI Earnings
<b>Short-Term Investments - Unrestricted Funds</b>										
Demand Deposits										
Credit Cards in Transit										
JPMorgan Accounts Payable Disbursements	Headland	10/01/19	\$ 7,068	\$ 51,533	\$ 51,533	\$ 7,068	\$ 7,068	\$ (44,465)	N/A	N/A
JPMorgan Operating	JPMorgan Chase Bank	10/01/19	(681,817)	(1,259,673)	(1,259,673)	(681,817)	(681,817)	577,856	N/A	N/A
JPMorgan Payroll	JPMorgan Chase Bank	10/01/19	2,115,360	4,419,672	4,419,672	2,115,360	2,115,360	(2,304,312)	N/A	N/A
JPMorgan Workmen's Comp	JPMorgan Chase Bank	10/01/19	(34,140)	(413,201)	(413,201)	(34,140)	(34,140)	379,061	N/A	N/A
Petty Cash	JPMorgan Chase Bank	10/01/19	6,292	(7,844)	(7,844)	6,292	6,292	14,136	N/A	N/A
Sub Total Demand Deposits	Campus Business Offices	10/01/19	19,825	19,825	19,825	19,825	19,825		N/A	N/A
			\$ 1,432,588	\$ 2,810,312	\$ 2,810,312	\$ 1,432,588	\$ 1,432,588	\$ (1,377,724)		
<b>Money Market Accounts</b>										
East West MM Operating Account	East West Bank	10/01/19	\$ 45,194,166	\$ 45,109,325	\$ 45,109,325	\$ 45,194,166	\$ 45,194,166	\$ 84,841	\$ 75,711	\$ 75,711
Texas Citizens Bank	Texas Citizens Bank	10/01/19	245,758	245,507	245,507	245,758	245,758	251	251	251
Sub Total Money Market Accounts			\$ 45,439,924	\$ 45,354,832	\$ 45,354,832	\$ 45,439,924	\$ 45,439,924	\$ 85,092	\$ 75,962	\$ 75,962
<b>Pool Accounts</b>										
TexPool - Operating	TexPool	10/01/19	\$ 2,004,008	\$ 1,150,710	\$ 1,150,710	\$ 2,004,008	\$ 2,004,008	\$ 853,298	\$ 4,009	\$ 4,009
TexPool PRIME - Operating (New 11/01/2018)	TexPool	10/01/19	35,065,456	35,076,580	35,076,580	35,065,456	35,065,456	(13,124)	65,486	65,486
LSP Government Overnight Fund - Operating Funds	Lone Star Investment Pool	10/01/19	501,995	3,481,223	3,481,223	501,995	501,995	(2,979,228)	1,995	1,995
Sub Total Pool Accounts			\$ 37,571,459	\$ 39,710,513	\$ 39,710,513	\$ 37,571,459	\$ 37,571,459	\$ (2,139,054)	\$ 71,460	\$ 71,460
<b>Sub Total - Short Term Investments - Unrestricted Funds</b>										
			\$ 84,443,971	\$ 87,875,657	\$ 87,875,657	\$ 84,443,971	\$ 84,443,971	\$ (3,431,686)	\$ 147,422	\$ 147,422
<b>Short-Term Investments - Restricted (Bond) Funds</b>										
East West Bank MM 2015 Revenue Bond Proceeds	East West Bank	10/01/19	\$ 5,008,392	\$ 5,009,130	\$ 5,009,130	\$ 5,008,392	\$ 5,008,392	\$ (738)	\$ 8,392	\$ 8,392
Sub Total Money Market Accounts			\$ 5,008,392	\$ 5,009,130	\$ 5,009,130	\$ 5,008,392	\$ 5,008,392	\$ (738)	\$ 8,392	\$ 8,392
<b>Pool Accounts</b>										
LSP Government Overnight Fund - 2008 GOB Bond Proceeds	Lone Star Investment Pool	10/01/19	\$ 3,426,716	\$ 3,520,079	\$ 3,520,079	\$ 3,426,716	\$ 3,426,716	\$ (93,363)	\$ 5,988	\$ 5,988
LSP Government Overnight Fund - 2015 Revenue Bond Proceeds	Lone Star Investment Pool	10/01/19	1,794,682	1,793,775	1,793,775	1,794,682	1,794,682	907	3,085	3,085
LSP Government Overnight Fund - 2016 GOB Bond Proceeds	Lone Star Investment Pool	10/01/19	6,345,630	18,010,602	18,010,602	6,345,630	6,345,630	(11,664,972)	17,834	17,834
LSP Government Overnight Fund - GOB Debt Service	Lone Star Investment Pool	10/01/19	9,182,172	9,080,974	9,182,172	9,182,172	9,182,172	101,198	15,731	15,731
TexPool PRIME - 2019 Bond Proceeds (New 02/26/2019)	TexPool	10/01/19	152,228,386	151,944,291	151,944,291	152,228,386	152,228,386	284,095	284,095	284,095
Sub Total Pool Accounts			\$ 172,977,586	\$ 184,349,721	\$ 184,349,721	\$ 172,977,586	\$ 172,977,586	\$ (11,372,135)	\$ 326,743	\$ 326,743
<b>Sub Total - Short Term Investments - Restricted (Bond) Funds</b>										
			\$ 177,985,978	\$ 189,358,851	\$ 189,358,851	\$ 177,985,978	\$ 177,985,978	\$ (11,372,873)	\$ 335,135	\$ 335,135
<b>Grand Total</b>										
			\$ 262,429,949	\$ 277,234,508	\$ 277,234,508	\$ 262,429,949	\$ 262,429,949	\$ (14,804,559)	\$ 482,557	\$ 482,557

The investment portfolio is in compliance with the Public Funds Investment Act and the College's Investment Policy

U.S Treasury Rates - Benchmark  
 1Y Tbill @ 1.71  
 2Y Tsy @ 1.65  
 3Y Tsy @ 1.61  
 5Y Tsy @ 1.60  
 30 Yr Tsy @ 1.92

**San Jacinto Community College District  
Summary of Investments**

Investment Type	September 30, 2019 Fair Value	September 30, 2019 Book Value
<b>Operating Funds</b>		
<b>Equity Securities</b>		
U.S. Common Stock	\$ -	\$ -
Equity Mutual Funds	-	-
Other Equity Securities	-	-
<b>Total Equity Securities - Operating Funds</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Investments</b>		
Real Estate	\$ -	\$ -
Annuities	-	-
Other	-	-
<b>Total Other Investments - Operating Funds</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Short Term Investments &lt; 1 Year</b>		
U.S. Government	\$ -	\$ -
U.S. Government Agency	-	-
Municipal Obligations	-	-
A1/P1 Commercial Paper	-	-
Repurchase Agreements	-	-
TexPool and TexPool Prime	37,069,464	37,069,464
Lone Star Investment Pool - Operating	501,995	501,995
Other Money Market Funds and Pools	45,439,924	45,439,924
Bank Deposits	1,432,588	1,432,588
Certificates of Deposits	-	-
Cash Held at State Treasury	-	-
Accrued Earnings	-	-
<b>Total Short Term Investments - Operating Funds</b>	<b>\$ 84,443,971</b>	<b>\$ 84,443,971</b>
<b>Long Term Investments &gt; 1 Year</b>		
U.S. Government	\$ -	\$ -
U.S. Government Agency - Operating Funds	-	-
Other Asset-Backed Bonds	-	-
Municipal Obligations	-	-
Corporate Obligations	-	-
Bond Mutual Funds	-	-
Other Asset-Backed Bonds	-	-
<b>Total Long Term Investments - Operating Funds</b>	<b>-</b>	<b>-</b>
<b>Total Investments - Operating Funds</b>	<b>\$ 84,443,971</b>	<b>\$ 84,443,971</b>
<b>Short Term Investments &lt; 1 Year</b>		
<b>Bond Related Funds</b>		
U.S. Government	\$ -	\$ -
U.S. Government Agency	-	-
Municipal Obligations	-	-
TexPool Prime	152,228,386	152,228,386
Lone Star Investment Pool - Bond Proceeds	20,749,200	20,749,200
Other Money Market Funds and Pools	5,008,392	5,008,392
Bank Deposits - Bond Proceeds/Debt Service	-	-
Certificates of Deposits	-	-
Accrued Earnings	-	-
<b>Total Short Term Investments - Bond Related Funds</b>	<b>\$ 177,985,978</b>	<b>\$ 177,985,978</b>
<b>Long Term Investments &gt; 1 Year</b>		
U.S. Government Agency - Bond Funds	\$ -	\$ -
Municipal Obligations - Bond Funds	-	-
<b>Total Long Term Investments - Bond Related Funds</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Investments - Bond Funds</b>	<b>\$ 177,985,978</b>	<b>\$ 177,985,978</b>
<b>GRAND TOTAL INVESTMENTS - ALL FUNDS</b>	<b>\$ 262,429,949</b>	<b>\$ 262,429,949</b>



## San Jacinto College Foundation

### Statement of Financial Position

As of September 30, 2019

ASSETS	Current Year	Previous Year	Difference
Current Assets			
Checking/Savings			
General Fund	\$1,156,906	\$943,652	\$213,254
Other Funds	-	-	-
Total Checking/Savings	<u>1,156,906</u>	<u>943,652</u>	<u>213,254</u>
Accounts Receivable			
Other Receivables	7,500	9,000	(1,500)
Pledge Receivables	170,900	221,800	(50,900)
Scholarship Receivables	510	0	510
Special Events Receivables	26,004	2,100	23,904
Sponsorship Receivables	5,000	0	5,000
Total Accounts Receivables	<u>209,914</u>	<u>232,900</u>	<u>(22,986)</u>
Other Current Assets			
Short Term Investments			
Goldman Sachs	11,585,886	11,020,767	565,118
Capital Bank CD	207,786	205,136	2,650
Prosperity Bank	207,415	203,958	3,458
Total SJC Short Term Investments	<u>12,001,087</u>	<u>11,429,861</u>	<u>571,226</u>
Total Current Assets	<u>13,367,907</u>	<u>12,606,413</u>	<u>761,494</u>
<b>TOTAL ASSETS</b>	<b><u>\$13,367,907</u></b>	<b><u>\$12,606,413</u></b>	<b><u>\$761,494</u></b>
<b>LIABILITIES &amp; NET ASSETS</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
Event Payable	0	635	(635)
Grants Payable	62,419	74,186	(11,768)
Programs Payable	34,664	34,100	564
Endowments Payable	213,506	144,221	69,284
Scholarship Payables	217,914	263,883	(45,969)
Student Success Payables	39,451	25,004	14,447
Total Accounts Payable	<u>567,953</u>	<u>542,029</u>	<u>25,924</u>
Total Current Liabilities	<u>567,953</u>	<u>542,029</u>	<u>25,924</u>
Total Liabilities	567,953	542,029	25,924
NET ASSETS			
Net Assets Without Donor Restrictions	1,679,685	2,271,152	(591,467)
Net Assets With Donor Restrictions	11,078,931	9,704,906	1,374,024
Net Assets	<u>12,758,615</u>	<u>11,976,058</u>	<u>808,481</u>
Net Income	41,339	88,326	(46,987)
Total Net Assets	<u>12,799,954</u>	<u>12,064,384</u>	<u>735,570</u>
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>	<b><u>\$13,367,907</u></b>	<b><u>\$12,606,413</u></b>	<b><u>\$761,494</u></b>

**San Jacinto College Foundation**  
**Statement of Activities**  
For the Period Ending September 30, 2019

	Current Year	Last Year	Effect on Net Income	Annual Budget	Remaining
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Contributions</b>					
Grant Contributions	0	69,112	(69,112)	91,000	91,000
Endowments	25,797	1,076	24,721	201,600	175,803
Program Sponsorship	35,628	20,743	14,885	300,000	264,372
Scholarships	123,019	88,107	34,913	698,400	575,381
<b>Total Contributions</b>	<u>184,445</u>	<u>179,037</u>	<u>5,407</u>	<u>1,291,000</u>	<u>1,106,555</u>
<b>Other Income</b>					
Special Events	67,135	50,437	16,698	270,000	202,865
Investment Income	54,808	62,004	(7,196)	141,823	87,015
Realized Gain / (Loss)	(6,964)	14	(6,977)	62,500	69,464
Unrealized Gain / (Loss)	87,502	156,549	(69,048)	62,500	(25,002)
<b>Total Other Income</b>	<u>202,481</u>	<u>269,004</u>	<u>(66,523)</u>	<u>536,823</u>	<u>334,342</u>
<b>Total Income</b>	386,926	448,042	(61,116)	1,827,823	1,440,897
<b>Expense</b>					
<b>Programs</b>					
Scholarships Awarded	217,830	257,269	39,439	350,000	132,170
Programs Sponsored	86,226	79,497	(6,729)	580,000	493,774
Student Success Initiatives	0	11,694	11,694	150,000	150,000
<b>Total Programs</b>	<u>304,056</u>	<u>348,460</u>	<u>44,404</u>	<u>1,080,000</u>	<u>775,944</u>
<b>Supporting Services</b>					
Bad Debt Expense	0	0	0	2,000	2,000
<b>Supporting Services</b>					
Foundation Expenses	14,655	7,837	(6,818)	51,830	37,175
Fundraising Expense	26,277	2,320	(23,957)	150,000	123,723
Sponsorship Expense	600	1,100	500	10,000	9,400
<b>Total Supporting Services</b>	<u>41,532</u>	<u>11,256</u>	<u>(30,276)</u>	<u>211,830</u>	<u>170,298</u>
<b>Total Expense</b>	<u>345,587</u>	<u>359,716</u>	<u>14,129</u>	<u>1,293,830</u>	<u>948,243</u>
<b>Net Ordinary Income</b>	41,339	88,326	(46,987)	533,993	492,654
Other Income / Expenses					
<b>Increase/Decrease in Net Position</b>	<u>\$41,339</u>	<u>\$88,326</u>	<u>(\$46,987)</u>	<u>\$533,993</u>	<u>\$492,654</u>



Contributions Report  
September 2019

<b>Donors</b>	<b>Amount</b>	<b>Fund</b>
Corporations	63,152	Golf
Foundations	2,000	Golf
Individuals	27,140	Barbara Trncak Endowment, Golf, Jennifer Puryear Scholarship

**Total Donation                    92,292**

Employee Contributions	5,707	Alumni, Annual fund, Dual Credit Students, Golf, North Campus Baseball Program, San Jac Star, Shell Date with Destiny
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**Total Contributions                    97,999**

## 2008 Bond Program

Preliminary Report as of September 30, 2019

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Central</b>									
<b>Sub-total</b>	-	-	-	-	-	-	-	-	-
<b>North</b>									
722919 - NC Welcome Center Reconfiguration	-	400,000	400,000	-	400,000	-	-	400,000	-
<b>Sub-total</b>	-	400,000	400,000	-	400,000	-	-	400,000	-
<b>South</b>									
723914 - SC Softball Improvements	850,000	33,298	883,298	-	883,298	62,615	820,618	65	99.99%
723917 - SC Welcome Center Reconfiguration	-	400,000	400,000	-	400,000	7,399	31,101	361,500	9.63%
<b>Sub-total</b>	850,000	433,298	1,283,298	-	1,283,298	70,014	851,719	361,565	71.83%
<b>District</b>									
720100 - Program Management	-	9,605,947	9,605,947	(9,605,947)	-	-	-	-	-
726800 - Contingency	14,626,260	(14,438,538)	187,722	-	187,722	-	-	187,722	-
726907 - Wayfinding Signage	50,000	939,076	989,076	10,924	1,000,000	10,735	71,529	917,736	8.23%
726811 - A.1/A.2 Building Renovations	-	1,311,000	1,311,000	-	1,311,000	9,587	891,465	409,948	68.73%
726812 - Science Parks	-	490,000	490,000	-	490,000	1,500	4,500	484,000	1.22%
<b>Sub-total</b>	14,676,260	(2,092,515)	12,583,745	(9,595,023)	2,988,722	21,822	967,494	1,999,406	7.86%
<b>2008 Contingency Supplemental Projects</b>									
726912 - Dist MAC Computer Refresh	-	615,000	615,000	-	615,000	-	465,934	149,066	75.76%
726913 - Dist Dell Lease Refresh/Bond Comp	-	125,000	125,000	-	125,000	-	117,569	7,431	94.06%
726914 - Dist - System Admin Storage Refresh	-	167,000	167,000	-	167,000	-	139,730	27,270	83.67%
726916 - Dist - College Wide Scheduling Sys	-	200,000	200,000	-	200,000	-	-	200,000	-
726917 - Dist - CPD Evolve Software	-	100,000	100,000	-	100,000	-	91,600	8,400	91.60%
726918 - Dist Marketing Website Devel	-	250,000	250,000	-	250,000	38,500	161,500	50,000	80.00%
726919 - Dist Marketing Printer	-	7,500	7,500	-	7,500	-	4,990	2,510	66.53%
726921 - Dist - Transcripts Solution Lexmark	-	248,954	248,954	-	248,954	11,184	237,770	-	100.00%
726810 - 2008 Contingency Supplemental Projects	-	88,127	88,127	-	88,127	-	-	88,127	-
<b>Sub-total</b>	-	1,801,581	1,801,581	-	1,801,581	49,684	1,219,093	532,804	70.43%

**2008 Bond Program - Continued**

Preliminary Report as of September 30, 2019

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Supplemental Projects closed</b>									
721911 - CC OR Electric Bed	-	19,146	19,146	-	19,146	-	19,146	-	100.00%
721912 - CC Full Body Phantom	-	-	-	-	-	-	-	-	-
721913 - CC - GE Ultrasound Machine	-	45,633	45,633	-	45,633	-	45,633	-	100.00%
721914 - CC Engine Driver Welder	-	18,288	18,288	-	18,288	-	18,288	-	100.00%
721915 - CC Police Vehicles	-	121,623	121,623	-	121,623	-	121,623	-	100.00%
721916 - CC FS Passenger Van	-	78,671	78,671	-	78,671	-	78,671	-	100.00%
721917 - CC FS Pick-Up/Mini Van	-	77,729	77,729	-	77,729	-	77,729	-	100.00%
722911 - NC Library Security Gates	-	-	-	-	-	-	-	-	-
722912 - NC Cardiac Monitor	-	8,995	8,995	-	8,995	-	8,995	-	100.00%
722913 - NC Nursing Kelley	-	24,385	24,385	-	24,385	-	24,385	-	100.00%
722914 - NC Tablet/Capsule Counter	-	4,590	4,590	-	4,590	-	4,590	-	100.00%
722915 - NC Monument Room AV Update	-	20,818	20,818	-	20,818	-	20,818	-	100.00%
723915 - SC Traveler, Border, and Leg Curt	-	60,545	60,545	-	60,545	-	60,545	-	100.00%
723916 - SC SimMan 3G	-	90,568	90,568	-	90,568	-	90,568	-	100.00%
726909 - Dist Network/Wireless Equipment	-	780,871	780,871	-	780,871	-	780,871	-	100.00%
726910 - Dist Juniper Switches	-	902,012	902,012	-	902,012	-	902,012	-	100.00%
726911 - Dist Enterprise Applications: ILP	-	79,965	79,965	-	79,965	-	79,965	-	100.00%
726915 - Dist Inv/Procure Ford Transit 250	-	63,600	63,600	-	63,600	-	63,600	-	100.00%
726920 - Dist Marketing Computers	-	-	-	-	-	-	-	-	-
<b>Sub-total</b>	-	2,397,439	2,397,439	-	2,397,439	-	2,397,439	-	100.00%
<b>Projects Closed</b>									
<b>Sub-total</b>	279,473,740	(2,939,803)	276,533,937	9,595,023	286,128,960	-	286,128,960	-	100.00%
<b>TOTALS</b>	<b>295,000,000</b>	<b>-</b>	<b>295,000,000</b>	<b>-</b>	<b>295,000,000</b>	<b>141,520</b>	<b>291,564,705</b>	<b>3,293,775</b>	<b>98.88%</b>

## 2015 Revenue Bond Program

Preliminary Report as of September 30, 2019

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Generation Park</b>									
726601 - Generation Park	-	6,787,978	6,787,978	-	6,787,978	6,787,978	-	-	100.00%
Contingency (726900)	2,408,355	(2,408,355)	-	-	-	-	-	-	-
<b>Sub-total</b>	2,408,355	4,379,623	6,787,978	-	6,787,978	6,787,978	-	-	100.00%
<b>Projects Closed</b>									
722909 - North CIT	47,591,645	(6,039,719)	41,551,926	753,966	42,305,892	-	42,305,892	-	100.00%
722916 - NC - CIT Graphics	-	40,779	40,779	-	40,779	-	40,779	-	100.00%
722917 - NC - CIT Supplemental	-	25,546	25,546	-	25,546	-	25,546	-	100.00%
722918 - NC - CIT Acoustics	-	90,855	90,855	-	90,855	-	90,855	-	100.00%
726908 - Dist Campus Purchases	-	748,950	748,950	-	748,950	-	748,950	-	100.00%
722909 - Program Manager	-	753,966	753,966	(753,966)	-	-	-	-	-
<b>Sub-total</b>	47,591,645	(4,379,623)	43,212,022	-	43,212,022	-	43,212,022	-	100.00%
<b>TOTALS</b>	<b>50,000,000</b>	<b>-</b>	<b>50,000,000</b>	<b>-</b>	<b>50,000,000</b>	<b>6,787,978</b>	<b>43,212,022</b>	<b>-</b>	<b>100.00%</b>

**2015 Bond Program**

Preliminary Report as of September 30, 2019

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Central</b>									
731601 - CC Petrochemical Center	52,450,000	(1,746,788)	50,703,212	2,084,418	52,787,630	1,798,230	49,599,327	1,390,073	97.37%
71601A - CC Petrochem Process Plant	-	7,630,389	7,630,389	-	7,630,389	285,457	6,319,226	1,025,706	86.56%
71601B - CC Petrochem Extended Site Development	-	7,946,009	7,946,009	-	7,946,009	65,765	5,516,993	2,363,251	70.26%
731602 - CC Welcome Center	16,600,000	4,372,067	20,972,067	528,262	21,500,329	5,673,639	13,235,000	2,591,689	87.95%
71602A - CC Welcome Center Site Development	-	3,000,000	3,000,000	-	3,000,000	46,614	89,864	2,863,522	4.55%
731603 - CC Class Room Building	47,155,000	8,483,049	55,638,049	1,500,610	57,138,659	3,123,089	1,763,697	52,251,873	8.55%
731604 - CC Central Data Closets	2,444,000	(76,497)	2,367,503	77,777	2,445,280	50,114	479,510	1,915,656	21.66%
731605 - CC Central Access Security	1,852,000	300,260	2,152,260	58,942	2,211,202	9,709	259,453	1,942,039	12.17%
731606 - CC Frels Renovation	1,153,000	2,774,770	3,927,770	-	3,927,770	245,381	3,637,533	44,856	98.86%
731607 - CC Davison Building Reno	14,970,000	(2,773,561)	12,196,439	476,390	12,672,829	590,377	638,639	11,443,813	9.70%
731608 - CC McCollum Center Reno Phase I	24,685,000	(13,669,882)	11,015,118	785,541	11,800,659	115,217	556,309	11,129,133	5.69%
71608A - CC McCollum Center Reno Phase II	-	10,822,154	10,822,154	-	10,822,154	118,570	60,924	10,642,660	1.66%
731609 - CC McCollum North Reno	2,535,000	1,255,457	3,790,457	80,671	3,871,128	33,835	70,704	3,766,589	2.70%
731610 - CC Ball Demo	1,725,000	-	1,725,000	-	1,725,000	38,150	26,510	1,660,340	3.75%
731611 - CC Anderson Demo	2,654,000	(83,070)	2,570,930	84,456	2,655,386	27,558	76,129	2,551,699	3.90%
731612 - CC Stadium and Track Demo	174,000	(112,776)	61,224	5,538	66,762	-	66,762	-	100.00%
731613 - CC Central DDC Network	1,160,000	(36,308)	1,123,692	36,917	1,160,609	37,404	558,828	564,377	51.37%
731614 - CC Central Plant Upgrades	1,160,000	107,367	1,267,367	36,917	1,304,284	18,054	1,245,284	40,947	96.86%
<b>Sub-total</b>	<b>170,717,000</b>	<b>28,192,640</b>	<b>198,909,640</b>	<b>5,756,439</b>	<b>204,666,079</b>	<b>12,277,165</b>	<b>84,200,691</b>	<b>108,188,223</b>	<b>47.14%</b>
<b>North</b>									
732601 - NC Cosmetology & Culinary Center	22,845,000	3,439,459	26,284,459	726,989	27,011,448	8,547,597	15,806,906	2,656,945	90.16%
732602 - NC North Data Closets	915,000	(28,640)	886,360	29,112	915,472	7,922	407,816	499,735	45.41%
732604 - NC Lehr Library Demo	650,000	(447,885)	202,115	20,680	222,795	-	222,795	-	100.00%
732605 - NC North Access/Security	877,000	152,434	1,029,434	27,907	1,057,341	4,413	147,935	904,993	14.41%
732606 - NC Wheeler Reno	14,300,000	1,511,410	15,811,410	455,068	16,266,478	8,941,614	1,063,354	6,261,510	61.51%
732607 - NC Brightwell Reno	6,628,000	2,449,544	9,077,544	210,929	9,288,473	6,666,182	589,966	2,032,325	78.12%
732608 - NC Spencer Reno	13,000,000	(850,900)	12,149,100	413,693	12,562,793	8,275,059	2,246,596	2,041,138	83.75%
732609 - NC North DDC Network	580,000	(18,154)	561,846	18,459	580,305	43,600	303,134	233,571	59.75%
732610 - NC Underground Utility Tunnel	11,600,000	(7,552,951)	4,047,049	-	4,047,049	121,501	3,896,053	29,495	99.27%
732611 - NC 24 Acres Wetlands Mitigation	2,000,000	(2,000,000)	-	-	-	-	-	-	-
732612 - NC Uvalde Expansion	5,000,000	(5,000,000)	-	-	-	-	-	-	-
732613 - NC Burleson Renovation	-	3,444,890	3,444,890	-	3,444,890	518,023	2,757,192	169,675	95.07%
<b>Sub-total</b>	<b>78,395,000</b>	<b>(4,900,793)</b>	<b>73,494,207</b>	<b>1,902,837</b>	<b>75,397,044</b>	<b>33,125,910</b>	<b>27,441,747</b>	<b>14,829,387</b>	<b>80.33%</b>

**2015 Bond Program - Continued**

Preliminary Report as of September 30, 2019

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>South</b>									
733601 - SC Engineering & Technology Center	28,400,000	(4,026,902)	24,373,098	903,770	25,276,868	8,764,590	13,319,686	3,192,593	87.37%
733602 - SC Cosmetology Center	16,213,000	(1,029,970)	15,183,030	515,950	15,698,980	5,682,174	9,078,164	938,641	94.02%
733603 - SC Longenecker Reno	22,555,000	(3,315,493)	19,239,507	717,760	19,957,267	9,853,181	7,637,943	2,466,143	87.64%
733604 - SC South Data Closets	765,000	(23,944)	741,056	24,340	765,396	16,314	261,402	487,680	36.28%
733605 - SC South Primary Electrical Upgrade	5,800,000	1,673,272	7,473,272	184,571	7,657,843	1,864,050	845,034	4,948,760	35.38%
733606 - SC South Access/ Security	599,000	109,255	708,255	19,069	727,324	12,340	151,847	563,136	22.57%
733607 - SC South HW/CW Relocation	10,266,000	(1,196,776)	9,069,224	326,687	9,395,911	2,788,623	386,288	6,221,000	33.79%
733608 - SC South Sanitary Sewer Rehabilitation	1,160,000	(36,308)	1,123,692	36,917	1,160,609	104,580	130,594	925,435	20.26%
733609 - SC Fire House Expansion	5,585,000	(5,585,000)	-	-	-	-	-	-	-
733610 - SC Jones Reno	13,803,000	1,413,397	15,216,397	439,253	15,655,650	98,081	430,485	15,127,085	3.38%
733611 - SC Bruce Student Center Reno	10,400,000	(8,677,938)	1,722,062	330,957	2,053,019	-	2,053,019	-	100.00%
733612 - SC HVAC Tech	312,000	3,015,977	3,327,977	177,720	3,505,697	147,922	2,588,970	768,805	78.07%
733613 - SC South DDC Network	580,000	(18,154)	561,846	18,459	580,305	41,413	354,441	184,451	68.21%
733614 - SC Academic Building Renovation (S-7&S-9)	-	5,359,191	5,359,191	-	5,359,191	743,882	3,733,385	881,924	83.54%
<b>Sub-total</b>	<b>116,438,000</b>	<b>(12,339,393)</b>	<b>104,098,607</b>	<b>3,695,453</b>	<b>107,794,060</b>	<b>30,117,150</b>	<b>40,971,257</b>	<b>36,705,653</b>	<b>65.95%</b>
<b>Maritime</b>									
736603 - MC Maritime Expansion	28,000,000	(22,300,000)	5,700,000	-	5,700,000	17,833	-	5,682,167	0.31%
76603A - MC Maritime Fire Program Relocation	-	1,800,000	1,800,000	-	1,800,000	231,833	110,781	1,457,386	19.03%
<b>Sub-total</b>	<b>28,000,000</b>	<b>(20,500,000)</b>	<b>7,500,000</b>	<b>-</b>	<b>7,500,000</b>	<b>249,666</b>	<b>110,781</b>	<b>7,139,553</b>	<b>4.81%</b>
<b>Generation Park</b>									
726601 - Generation Park	-	6,368,466	6,368,466	-	6,368,466	5,960,080	1,212	407,174	93.61%
<b>Sub-total</b>	<b>-</b>	<b>6,368,466</b>	<b>6,368,466</b>	<b>-</b>	<b>6,368,466</b>	<b>5,960,080</b>	<b>1,212</b>	<b>407,174</b>	<b>93.61%</b>
<b>Admin</b>									
736602 - College Development	30,000,000	(19,544,000)	10,456,000	-	10,456,000	2,866	71,368	10,381,766	0.71%
736604 - Dist Construction Studies	283,820	76,502	360,322	-	360,322	40,726	319,596	-	100.00%
720100 - Program Management - AECOM	-	10,075,202	10,075,202	(9,118,003)	957,199	588	-	956,611	0.06%
720100 - Program Management - Other	-	2,084,418	2,084,418	(2,084,418)	-	-	-	-	-
736601 - Contingency	1,166,180	10,486,958	11,653,138	(152,308)	11,500,830	-	-	11,500,830	-
<b>Sub-total</b>	<b>31,450,000</b>	<b>3,179,080</b>	<b>34,629,080</b>	<b>(11,354,729)</b>	<b>23,274,351</b>	<b>44,180</b>	<b>390,964</b>	<b>22,839,207</b>	<b>1.87%</b>
<b>TOTALS</b>	<b>425,000,000</b>	<b>-</b>	<b>425,000,000</b>	<b>-</b>	<b>425,000,000</b>	<b>81,774,151</b>	<b>153,116,652</b>	<b>190,109,197</b>	<b>55.27%</b>



## Generation Park

Preliminary Report as of September 30, 2019

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Generation Park - 726601</b>									
904605 - 2015 Revenue Bond	6,787,977.00	-	6,787,977	-	6,787,977	6,787,977	-	-	100.00%
929603 - Operational	8,843,557.00	-	8,843,557	-	8,843,557	4,798,979	4,043,911	667	99.99%
901609 - 2015 Bond	6,368,466.00	-	6,368,466	-	6,368,466	-	-	6,368,466	-
901610 - Generation Park Site Infrastructure	4,000,000.00	-	4,000,000	-	4,000,000	-	-	4,000,000	-
<b>TOTALS</b>	<b>26,000,000.00</b>	<b>-</b>	<b>26,000,000</b>	<b>-</b>	<b>26,000,000</b>	<b>11,586,956</b>	<b>4,043,911</b>	<b>10,369,133</b>	<b>60.12%</b>

## Repair and Renovation

Report as of September 30, 2019

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
<b>Central</b>									
F20001 - CC Central Miscellaneous	-	50,000	50,000	-	50,000	3,375	-	46,625	6.75%
<b>Sub-total</b>	-	50,000	50,000	-	50,000	3,375	-	46,625	6.75%
<b>North</b>									
F20002 - NC North Miscellaneous	-	50,000	50,000	-	50,000	-	-	50,000	-
<b>Sub-total</b>	-	50,000	50,000	-	50,000	-	-	50,000	0.00%
<b>South</b>									
F20003 - SC South Miscellaneous	-	50,000	50,000	-	50,000	3,160	-	46,840	6.32%
F20005 - SC S9 HVAC Pipe Supports	-	6,300	6,300	-	6,300	6,300	-	-	100.00%
<b>Sub-total</b>	-	56,300	56,300	-	56,300	9,460	-	46,840	16.80%
<b>District</b>									
F20004 - Admin Campus Misc.	-	50,000	50,000	-	50,000	3,300	-	46,700	6.60%
<b>Sub-total</b>	-	50,000	50,000	-	50,000	3,300	-	46,700	6.60%
<b>Contingency (720700)</b>	1,070,684	(206,300)	864,384	-	864,384	-	-	864,384	-
<b>Sub-total</b>	1,070,684	(206,300)	864,384	-	864,384	-	-	864,384	-
<b>TOTALS</b>	<b>1,070,684</b>	<b>-</b>	<b>1,070,684</b>	<b>-</b>	<b>1,070,684</b>	<b>16,135</b>	<b>-</b>	<b>1,054,549</b>	<b>1.51%</b>

**BOARD BUILDING COMMITTEE  
SAN JACINTO COMMUNITY COLLEGE DISTRICT  
October 22, 2019**

Members Present: Erica Davis Rouse (present by phone) and Dan Mims

Members Absent: Marie Flickinger and John Moon, Jr.

Other Trustees Present: None

Others Present: Randi Faust, Scott Gernander, Mike Harris, Joe Hebert, Brenda Hellyer, Karen Irving, Mini Izaguirre, Bryan Jones, Angela Klaus, Ann Kokx-Temple, Deborah Paulson, Charles Smith, and Teri Zamora

- I. Dan Mims, Building Committee Chair, called the meeting to order at 3:32 p.m.
- II. Roll call of the Committee members was taken:
  - Marie Flickinger, not present
  - John Moon, Jr., not present
  - Erica Davis Rouse, present by phone
  - Members absent: Marie Flickinger and John Moon, Jr.
- III. Approval of Minutes from the September 24, 2019, Building Committee Meeting
  - D. Mims presented the minutes from the September 24, 2019, Building Committee Meeting.
    - A motion was made by E. Davis Rouse and seconded by D. Mims to accept the minutes as presented.
- IV. Recommended Projects and Delivery Methods which will provide the best value to the College (Discussion led by Bryan Jones)
  - Bond Funds
    - Consideration of Approval of Method of Procurement for Maritime Expansion
      - This item requests approval to use the Competitive Sealed Proposal (CSP) methodology for the Maritime and Fire Technology Programs Expansion project.
      - The Board approved the relocation of the Fire Protection Technology Program to the Maritime Campus and expansion of the Maritime Program firefighting capabilities in March 2019. The procurement package will include the specifications and plans prepared by IBI Architects.
      - This action will provide the mechanism to allow the College to publicly solicit, select, and procure construction services to complete the Maritime and Fire Protection Expansion project.
      - The estimated cost of construction for this project is \$1,100,000. These expenditures will be funded from the 2015 Bond Program. Construction of this project is estimated to be completed by August 2020.
      - No questions or comments were noted.
    - Consideration of Approval to Purchase Modular Fire Trainer

- This item requests consideration to purchase a modular fire trainer from Safeware, Inc. for the Maritime and Fire Protection Technology programs.
- The next phase of the Maritime firefighting project is the purchase and installation of a modular fire trainer. This trainer will support the training needs of current approved maritime courses.
- The modular fire trainer will provide real, on-location firefighting training for Maritime and Fire Protection Technology students. Providing an on-campus fire training option will ease the logistical burden of transporting students to and from a fire field and also reduce the cost of fire field rentals currently required for this type of realistic skills training for the Maritime program.
- D. Mims inquired as to whether the students would have access to the modular fire trainer. B. Hellyer confirmed that the maritime and fire students will both have access to the proposed modular fire trainer that is scheduled to be built on the College's Maritime Campus.
- B. Hellyer noted that the scope of work for this simulator has increased slightly to give both the Fire Protection and Maritime Training Center more of what they need for future training; therefore, the Board should expect a slight budget increase request in the near future. C. Smith explained that there was some confusion in the process of receiving quotes.
- D. Mims asked if the increased cost was only for the simulator. C. Smith confirmed that the entirety of the cost increase is for the simulator portion of the job only.
- Consideration of Approval for Method of Procurement for CPET Extended Site Development
  - This item requests approval to use the Competitive Sealed Proposal (CSP) methodology for completion of the Central Campus Center for Petrochemical, Energy, and Technology (CPET) Extended Site Development project.
  - The Central Campus site master plan includes a new access road connecting Fairmont Parkway with the College's new LyondellBasell CPET facility. The procurement package will include specifications and plans from which interested firms can prepare their proposal in response to the solicitation.
  - This action will provide the mechanism to allow the College to publicly solicit, select, and procure construction services to complete the construction of the proposed access roadway. The estimated cost of construction for this project is \$500,000. These expenditures will be funded from the 2015 Bond Program. Construction of this project is estimated to be completed by July 2020.
  - D. Mims inquired as to whether the addition of the site development would service other buildings on the campus. C. Smith explained that the CPET Extended Site Development will provide access from Fairmont Parkway to only the CPET building at this time. Expansion to the rest of the campus can occur at a later date.
- Consideration of Approval of a Contract for Direct Digital Controls Network Upgrades, Package IV
  - This item requests approval to contract with Siemens Industry, Inc. (Siemens) to provide equipment and installation for Package IV of a building automation and energy management system upgrade project.
  - The College's direct digital control (DDC) system allows for remote control of air conditioning and other utility systems across all campuses from any location.

- This saves labor, time, and expense by eliminating the need for College personnel to travel to each building or plant location to make operational corrections.
- The installation and upgrades to the DDC system will be completed by Siemens, as they are the sole supplier for the building automation system currently installed in the campus buildings and they are the only authorized provider of upgrade services to the system.
  - The scope of this project includes physical components and upgrades to the DDC systems at South Campus Buildings S7, S9, and S11. The targeted locations undergoing repairs were identified as being either outdated or working at restricted capacity. This expenditure has been budgeted for and will be funded from the 2015 Bond Program.
  - This item was presented without any questions.
- Consideration of Approval to Purchase Laundry Equipment for North and South Campus Cosmetology Centers
    - This item requests approval to purchase of laundry equipment required for the new cosmetology centers on North and South campuses.
    - The 2015 Bond Program includes new cosmetology facilities at the North and South campuses. New facilities require program-specific equipment relevant to the student courses housed within the buildings. Washers and dryers are required in the cosmetology and culinary programs to dry towels and other washable items used in the courses.
    - This item was presented without any questions.
  - Consideration of Approval of Guaranteed Maximum Price for Central Campus Davison Renovation
    - This item requests authorization for the Chancellor or her designee to approve a Guaranteed Maximum Price (GMP) for renovation of the Central Campus Davison Building. During review and negotiation of the full GMP, the administration recommends approval to issue a Limited Notice to Proceed.
    - In September 2019, the Board approved a contract with Brookstone, LP for Construction Manager-at-Risk (CMR) services for project 19-29, Central Campus Davison Renovation. Brookstone is currently providing preconstruction services, including constructability and cost estimating services to the owner and design team.
    - Due to an accelerated schedule for this project, Brookstone will initiate the abatement of hazardous materials coincident with solicitation of bid packages for the larger renovation. In order to advance construction in accordance with the timeline approved by the Board of Trustees, a Limited Notice to Proceed with work valued at up to 20 percent of the budgeted construction value will be issued while the GMP is being negotiated and finalized.
    - Approval of this action will authorize the Chancellor to approve the GMP for this project and allow work to begin on abatement and demolition of selected portions of the Davison Building while solicitations are in progress for the remaining work.
    - E. Davis Rouse inquired as to whether there was a timing issue which initiated the Delegation of Authority request. C. Smith explained that the Central Campus Davison renovation is step one in a series for the Central Classroom Building timeline. With a Delegation of Authority in place, the College will not have to delay the project start date pending finalization of Gross Maximum Price (GMP).

- D. Mims asked if the price quoted was in line with what was originally budgeted. C. Smith confirmed that the pricing is in line with the original approved budget.
- Operating Funds – No Requests.

#### V. Project Updates

- Bond Funds (Discussion led by Charles Smith)
  - Safety Metrics
    - One property damage incident was reported at the South Campus during excavation for the Primary Electric project, when one of the backhoes hit a sanitary sewer line and exposed it.
  - Schedule Updates
    - The majority of the Bond projects remain on schedule with the exception of Generation Park. The Generation Park project has been delayed by 3 1/2 weeks due to weather and the late shipment of steel. The construction team is continuing to work to meet the August 2020 deadline.
    - Twelve Bond projects are currently open. The North Campus Utility project was re-opened for grout injection repairs adding extra man hours to the project. During the month of September 2019, the College exceeded one million man hours for the 2015 Bond Program.
  - Progress Updates
    - Central Campus – Welcome Center
      - The construction team is making rapid progress on the finishes in the lobby, restroom interiors, roadway and sidewalks. The screens arrived for the front of the building and are being installed this week.
    - Central Campus – Classroom Building
      - Tellepsen has officially joined the Classroom Building project and the team is continuing to explore refinements to the conceptual design.
      - The asbestos abatement and demolition phases of the Davison renovation are scheduled to begin November 18, 2019. In order to clear the ground for the Classroom Building, the Davison renovation will take place before the Anderson and Ball demolition can begin. The goal of the College is to complete the Davison renovation by August 2020.
    - Central Campus – McCullum Building
      - Programming for the proposed McCollum renovation began with the initial stakeholder focus meetings which was held, October 22, 2019.
    - North Campus – Cosmetology and Culinary Center
      - Exterior finishes are nearly complete and preparations are being made for site paving.
      - Inside mechanical and electrical systems are near completion. Finishes are well underway and some of the spaces are beginning to be recognizable as useful for instruction.
    - North Campus – Spencer Building
      - Wall reinforcement is in process and allowing additional construction work to progress seamlessly.
      - The new hot and cold water systems are nearing completion and the new duct work is mostly in place.
      - The new classroom walls are beginning to be erected.
    - South Campus – Engineering and Technology Building

- Construction is progressing nicely with the open concept of a collaborative work space (makerspace). Exposed concrete columns are noted on the second floor and the staircase was installed this past weekend.
- The mechanical, framing and drywall systems are all advancing on schedule.
- South Campus – Cosmetology Center
  - Drywall has been installed and is in the process of being floated.
  - Windows have been installed.
  - End users have been introduced and offered critiques of the mock-ups of the instructional space before issuing final fabrication instructions.
- South Campus – Longenecker Building (S7, S8, and S9)
  - The first phase of the project is underway and systems continue to be re-installed.
  - The second phase has begun with complete replacement of the restrooms in the North end of the building.
  - The roof is still under construction. The old asphalt insulation is being removed, roof drains are being installed, parapet walls are being waterproofed and the pipe supports required for the Chilled Water project are progressing nicely.
  - The roofing project was delayed due to weather, but the contractor worked to get the project back on schedule in order to minimize costs.
- South Campus – Electrical Infrastructure Project
  - The project is progressing as projected with a concrete pour of elevated bases for the new medium voltage sectionalizer, transformer, and switchboard located near the S7 pump house.
  - The utility trench from the courtyard to El Franco Lee Boulevard is now partially filled. This portion of the project has been very complex due to the soft earth requiring greater than expected trench shoring before utility work could be done.
  - Pipes for the Chilled Water project were laid at the same time as the electrical and data conduits in order provide cost savings.
  - A series of radio beacons were left underground to help future maintainers find the lines. The new circuits were turned on and the walkways were poured.
  - The old pole mounted electrical systems will be removed from the courtyard in the near future.
- South Campus – Chilled Water Infrastructure Project
  - This project is just getting started. Brandt and San Jacinto College Facilities Services personnel are investigating existing dimensions, conditions, and settings as preparatory to the first round of shutdowns.
  - Necessary equipment and piping are on order and actual site work is expected to begin during the first week of November 2019.
  - Advertising for solicitation of vendor's bids is projected to begin on November 8, 2019.
- Generation Park
  - Sixty percent of the parking area has been poured with concrete.
  - Nearly all of the steel work on the building has been completed and the second floor of the building now has cement flooring. Miscellaneous steel will be tightened up this week and next week they will start erecting exterior

walls. This project is running 3.5 weeks behind schedule due to weather and steel delays; however, the construction team has been working 7 days a week to meet the projected August 2020 date for completion.

- Financial Updates
    - 2008 Bond - This report was presented with seven projects noted that will be closed before the next Board meeting. The projects noted are essentially closed with no more charges to these projects.
    - 2015 Revenue Bond – No significant changes.
    - 2015 Bond – This report was presented with no comments.
    - Generation Park - This report was presented with no comments.
  - Operating Funds (Discussion led by Bryan Jones)
    - Safety Metrics
      - One incident occurred last month when an employee driving a golf cart collided with a private vehicle injuring one employee.
      - One minor incident was noted this month when an employee suffered a scrape requiring minimal first aid.
    - Schedule Updates
      - The report was presented with no comments.
    - Progress Updates
      - Two closed Request for Facility Services (RFS) were noted.
      - Twelve open RFS are in progress.
    - Financial Updates
      - Repair and Renovation - This report was presented with no comments.
- VI. Status of Delegation Of Authority
- An updated report on status of delegation of authority was presented with no comment.
- VII. Adjournment – The meeting Adjourned at 3:58 p.m.



**Action Item “IX”**  
**Regular Board Meeting November 4, 2019**  
**Consideration of Approval of Amendment to the 2019-2020 Budget**  
**for Restricted Revenue and Expenses Relating to Federal and State Grants**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve an amendment to the 2019-2020 budget for restricted revenue and expenses related to grants.

**BACKGROUND**

Federal, state, and local grants may require amendments for receipt of newly awarded grants or changes to existing grants. These amendments should be processed in a timely manner in order to provide the access to funding to meet the objectives set forth within the grant requirements. This budget amendment request includes the additions to restricted revenues and restricted expenses as a result of new awards and changes to existing grants received during the month of October 2019.

**IMPACT OF THIS ACTION**

Approval of the budget amendment will allow the College’s staff to implement the programs in accordance with the requirements of funded award amounts.

**BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)**

Restricted revenues and restricted expenses will each be increased by \$242,579, so the net impact on the College budget is zero.

**MONITORING AND REPORTING TIMELINE**

The Office of Grants Management provides continuous monitoring of grant operations, which are included in the annual financial report to the Board of Trustees.

**ATTACHMENTS**

Attachment 1- Budget Amendments-11-04-19

Attachment 2- Grant Detail-11-04-19

**RESOURCE PERSONNEL**

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SAN JACINTO COLLEGE DISTRICT  
Federal, State, and Local Grant Amendments  
November 4, 2019

	Fund	Org.	Account	Prog.	Amount Debit (Credit)
<u>U.S. Department of Education - TRiO Program Talent Search IV (Additional Funds - Year 4)</u>					
Federal Grant Revenue	538429	56700	554100	110000	(40,000)
Non-Instructional Labor	538429	56700	610000	460913	20,000
Stipends	538429	56700	614300	460913	1,200
Fringe Benefits	538429	56700	651000	460913	5,600
Travel	538429	56700	721000	460913	12,600
Contractual Svcs - Indirect Costs	538429	56700	731500	6209090	<u>600</u>
					\$ -
<u>U.S. Department of Education - TRiO Program Upward Bound V (Additional Funds - Year 3)</u>					
Federal Grant Revenue	538434	56700	554100	110000	(27,579)
PT - Institutional	538434	56700	614100	460913	6,000
Fringe Benefits	538434	56700	651000	460913	540
Supplies	538434	56700	710000	460913	5,000
Travel	538434	56700	721000	460913	13,833
Contractual Svcs - Indirect Costs	538434	56700	731500	620909	<u>2,206</u>
					-
<u>Aspen Institute - Community College Excellence Program - Frontier Set Project (Additional Funds - Year 3)</u>					
Local Grant Revenue	570023	56700	554300	110000	(175,000)
Contractual Svcs	570023	56700	731000	465817	<u>175,000</u>
					-
Net Increase (Decrease)					<u>\$ -</u>

Note: Credits to revenues are increases and credits to expenses are decreases. Conversely, debits to revenue are decreases and debits to expenses are increases.

Grant Funding Summary by Agency:

U.S. Department of Education	\$ 67,579
Aspen Institute	<u>175,000</u>
	\$ 242,579

November 4, 2019 Board Book – Grant Amendments Detail List

U.S. Department of Education - TRiO Program Talent Search IV (Additional Funds - Year 4)

The Talent Search program identifies and assists individuals from disadvantaged backgrounds who have been identified as having the potential to succeed in higher education. The program provides academic, career, and financial counseling. It encourages participants to graduate from high school and continue on to complete their postsecondary education. The program publicizes the availability of financial aid and assists participants with the postsecondary application process. Talent Search also encourages persons who withdrew early from formal instruction to re-enter and complete secondary or postsecondary level education programs. The goal of the five-year Talent Search program is to increase the number of youths from disadvantaged backgrounds to complete high school and enroll in and complete their postsecondary education. This is year four of a five-year cycle.

U.S. Department of Education - TRiO Program Upward Bound V (Additional Funds - Year 3)

Upward Bound provides fundamental support to participants in their preparation for college entrance. The program provides opportunities for participants to succeed in their precollege performance and ultimately in their higher education pursuits. Upward Bound serves high school students from low-income families and high school students from families in which neither parent holds a bachelor's degree. The goal of Upward Bound is to increase the rate at which participants complete secondary education and enroll in and graduate from institutions of postsecondary education. This is year three of a five-year cycle.

Aspen Institute - Community College Excellence Program - Frontier Set Project (Additional Funds - Year 3)

San Jacinto College participates in a cohort of institutions committed to accelerating the production of credentials of value, especially for low-income, first generation students, while documenting and sharing new knowledge about the institutional change process. The selected institutions accelerate a series of promising strategies for improving student outcomes. Each participating institution contributes to and benefits from critical learning about how to achieve accelerated improvements in student success. Participation in the network gives institutions access to funding intended to support the implementation of key solutions, targeted support and technical assistance, and the opportunity to learn from and alongside other high-performing institutions.

**Action Item “X”**  
**Regular Board Meeting November 4, 2019**  
**Consideration of Approval of Sheldon ISD T-STEM Academy**  
**Memorandum of Understanding**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the Memorandum of Understanding (MOU) between San Jacinto Community College District (SJCCD) and Sheldon Independent School District (Sheldon ISD): Sheldon T-STEM Academy, in order to further the College’s Dual Credit Program Goals which are set forth in the MOU.

**BACKGROUND**

In 2018-2019, the Parties began serving approximately 70 9<sup>th</sup> grade students at the Sheldon ISD T-STEM Academy. Applicable Law (as hereinafter defined) permits a public school district and public college to collaborate to provide concurrent enrollment for academic dual credit consisting of a course of study combining high school courses and college-level courses during grades 9 through 12 for students who are at risk of dropping out of school (as defined in Section 29.081 of the Texas Education Code), who wish to accelerate completion of the high school program, and who might not otherwise go to college.

The purpose of this Agreement is to establish the rights and obligations of the Parties with respect to the operation of the Sheldon ISD T-STEM Academy, which consists of a four-year high school program with a college component that complies with all Applicable Law (“**Program**”). The Program will provide a small school environment with a highly rigorous program of study and support programs that enable participating students to achieve the Distinguished Level of Achievement on their high school diploma and earn 15 college credits, including one college-level math or science course, during grades 9-12.

Additionally, Sheldon ISD T-STEM Academy will provide advanced academic opportunities including college and career counseling, service learning and work-based learning. Sheldon ISD T-STEM Academy will continue to add approximately 110-120 students in grade nine on an annual basis, with a maximum enrollment not to exceed 500 students. The 9<sup>th</sup> and 10<sup>th</sup> grade Sheldon ISD T-STEM Academy students will attend classes at C.E. King High School, and the 11<sup>th</sup> and 12<sup>th</sup> grade students will attend classes at SJCCD’s North campus and C.E. King High School.

SJCCD and Sheldon ISD are committed to ensuring the success of dual credit students by aligning the Sheldon T-STEM program with the following statewide dual credit goals:

- a. SJCCD and Sheldon ISD will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit/concurrent enrollment. Examples of information shared and provided include i) dual credit courses offered and their alignment with the SJCCD general education undergraduate core and academic major requirements; ii) tuition and fee schedules; iii) informational sessions for students and parents on dual credit opportunities and benefits; iv) dual credit sessions for high school counselors; and v) collaboration between Sheldon ISD and SJCCD on a marketing campaign.

**Action Item “X”**  
**Regular Board Meeting November 4, 2019**  
**Consideration of Approval of Sheldon ISD T-STEM Academy**  
**Memorandum of Understanding**

- b. SJCCD will provide dual credit/concurrent enrollment students with supports for a successful transition to SJCCD such as orientation for students and parents and a degree plan for the desired major.
- c. SJCCD will provide dual credit/concurrent enrollment students with services and supports to enhance their opportunities for successfully completing a course and make timely progress toward earning a baccalaureate degree. These services include supports such as academic advising and tutoring.
- d. SJCCD will work to ensure the quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses by reviewing instruction provided by SJCCD faculty and initiating communication between SJCCD faculty and Sheldon ISD administrators.

**IMPACT OF THIS ACTION**

Approval of this MOU will allow the operation of the Sheldon T-STEM Academy in partnership with San Jacinto College as the higher education partner providing college courses to the students in the program and ultimately conferring degrees upon those students who successfully complete all of the appropriate coursework needed to earn those credentials.

**BUDGET INFORMATION**

Tuition and fee waivers will be allowed at the Board-approved rate

**MONITORING AND REPORTING TIMELINE**

Subject to approval of the Program application by TEA, any additional approvals that may be required from the THECB, and annual approval as required by law or by TEA or THECB, the term of this Agreement shall commence at the approval of both governing boards and shall expire on July 31, 2022, with the option of a one-year extension.

**ATTACHMENTS**

Attachment 1 - Memorandum of Understanding – Sheldon T-STEM Academy

**RESOURCE PERSONNEL**

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**MEMORANDUM OF UNDERSTANDING  
SHELDON ISD T-STEM ACADEMY**

This Memorandum of Understanding (“**MOU**” or “**Agreement**”) is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas, (“**SJCCD**”) and the **Sheldon Independent School District**, a Texas public independent school district established by law and political subdivision of the State of Texas, (“**Sheldon ISD**”) with an effective date of \_\_\_\_\_, 2019 (“**Effective Date**”). Individually, SJCCD and Sheldon ISD are referred to herein as “**Party**” and collectively as “**Parties**.”

**RECITALS**

**WHEREAS**, SJCCD and Sheldon ISD have established a desire to begin operation of a T-STEM program referred to as **Sheldon ISD T-STEM Academy** (“**Sheldon T-STEM**”) as further described in this Agreement; and

**WHEREAS**, the Parties intend to submit a program application to the Texas Education Agency (“**TEA**”) as required by and in accordance with Sections 39.407 and 39.416 of the Texas Education Code and 19 Texas Administrative Code §102.1093; and

**WHEREAS**, upon approval from TEA, the Sheldon ISD T-STEM Academy will continue operation under the terms and conditions set forth in this Agreement and any additional requirements imposed by TEA; and

**WHEREAS**, the Parties intend to operate in accordance with the statewide dual credit goals established by the Texas Higher Education Coordinating Board (“**THECB**”) and TEA in accordance with Section 28.009 (b-1) and (b-2) of the Texas Education Code.

**NOW THEREFORE**, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

**AGREEMENT**

1. **Incorporation**. The foregoing recitals and any and all exhibits attached hereto are incorporated into this Agreement for all purposes.

2. **Background and Purpose**. In 2018-2019, the Parties began serving approximately 70 9<sup>th</sup> grade students at the Sheldon ISD T-STEM Academy. Applicable Law (as hereinafter defined) permits a public school district and public college to collaborate to provide concurrent enrollment for academic dual credit consisting of a course of study combining high school courses and college-level courses during grades 9 through 12 for students who are at risk of dropping out of school (as defined in Section 29.081 of the Texas Education Code), who wish to accelerate completion of the high school program, and who might not otherwise go to college. The purpose of this Agreement is to establish the rights and obligations of the Parties with respect to the

operation of the Sheldon ISD T-STEM Academy, which consists of a four-year high school program with a college component that complies with all Applicable Law (“**Program**”). The Program will provide a small school environment with a highly rigorous program of study and support programs that enable participating students to achieve the Distinguished Level of Achievement on their high school diploma and earn 15 college credits, including one college-level math or science course, during grades 9-12. Additionally, Sheldon ISD T-STEM Academy will provide advanced academic opportunities including college and career counseling, service learning and work-based learning. Sheldon ISD T-STEM Academy will continue to add approximately 110-120 students in grade nine on an annual basis, with a maximum enrollment not to exceed 500 students. The 9<sup>th</sup> and 10<sup>th</sup> grade Sheldon ISD T-STEM Academy students will attend classes at C.E. King High School, and the 11<sup>th</sup> and 12<sup>th</sup> grade students will attend classes at SJCCD’s North campus and C.E. King High School. SJCCD and Sheldon ISD are committed to ensuring the success of dual credit students by aligning the Sheldon T-STEM program with the following statewide dual credit goals:

- a. SJCCD and Sheldon ISD will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit/concurrent enrollment. Examples of information shared and provided include i) dual credit courses offered and their alignment with the SJCCD general education undergraduate core and academic major requirements; ii) tuition and fee schedules; iii) informational sessions for students and parents on dual credit opportunities and benefits; iv) dual credit sessions for high school counselors; and v) collaboration between Sheldon ISD and SJCCD on a marketing campaign.
- b. SJCCD will provide dual credit/concurrent enrollment students with supports for a successful transition to SJCCD such as orientation for students and parents and a degree plan for the desired major.
- c. SJCCD will provide dual credit/concurrent enrollment students with services and supports to enhance their opportunities for successfully completing a course and make timely progress toward earning a baccalaureate degree. These services include supports such as academic advising and tutoring.
- d. SJCCD will work to ensure the quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses by reviewing instruction provided by SJCCD faculty and initiating communication between SJCCD faculty and Sheldon ISD administrators.

3. **Applicable Law.** The Parties agree to operate the Program and Sheldon ISD T-STEM Academy in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (“**FERPA**”); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 29.908 and Chapter 39; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) applicable

provisions of the Texas Penal Code and Texas Family Code; (f) State record retention laws; (g) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (h) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook (“**Attendance Handbook**”) and the Financial Accountability System Resource Guide; and (i) Texas Higher Education Coordinating Board (“**THECB**”) guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual (“**LDACGM**”) and the Workforce Education Course Manual (“**WECM**”). The Parties agree to operate the Program and Sheldon ISD T-STEM Academy in compliance with applicable SJCCD and Sheldon ISD board policies and procedure and policies and procedures that may be agreed upon by the Parties and approved for the Sheldon ISD T-STEM Academy. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 3 and any other laws, rules, and guidelines applicable to the subject matter of this Agreement collectively shall be referred to as "**Applicable Law**" or "**Applicable Laws**" when used herein.

4. **Term.** Subject to approval of the Program application by TEA, any additional approvals that may be required from the THECB, and annual approval as required by law or by TEA or THECB, the term of this Agreement shall commence on the Effective Date (“**Commencement Date**”) and shall expire on July 31, 2022 (“**Expiration Date**”). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party’s signing the Agreement is approval of the Agreement by that Party’s governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as “**Initial Term**.” Upon mutual written agreement by the Parties and approval as may be required by the Parties’ governing boards, TEA, and THECB, this Agreement may be extended for a one-year renewal term (“**Renewal Term**”). As used in this Agreement, the term “**Term**” shall mean the Initial Term, the Initial Term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this Agreement as set forth in Section 17.

5. **Governance.**

a. **Governing Structure.** The governing structure of the Program shall include the appointment of an Advisory Council as described below.

b. **Sheldon ISD T-STEM Academy Leadership.** Sheldon T-STEM Academy will be managed daily by the Sheldon ISD. SJCCD will provide a representative to participate in the process of interviewing the Sheldon ISD T-STEM Academy Principal, who shall be an employee of Sheldon ISD. Sheldon ISD will provide a representative to participate in the process of interviewing the SJCCD Dual Credit Director and SJCCD Educational Planner, who shall be SJCCD employees. SJCCD shall designate a person to serve as liaison with Sheldon ISD (“**SJCCD Liaison**”) as it relates to the Sheldon ISD T-STEM Academy. The SJCCD Liaison will cooperate with and facilitate communication between the Sheldon ISD and SJCCD. The SJCCD Liaison will meet with the person appointed by Sheldon ISD to serve as liaison for the Program (“**Sheldon ISD Liaison**”) and other representatives as may be needed to support the Sheldon ISD T-STEM Academy.



6. **Sheldon ISD T-STEM Academy Organization.**

a. **Policies and Procedures.** Except for building use policies of the entity on whose campus the Program is in operation and as may be otherwise set forth in this Agreement or required by Applicable Law, the policies and procedures relating to the high school portion of the Program and Sheldon ISD T-STEM Academy shall be governed by the Sheldon ISD policies and regulations, including the Sheldon ISD Code of Student Conduct. All policies relating to the college courses and college services portion of the Program and Sheldon ISD T-STEM Academy shall be governed by the SJCCD policies and procedures.

b. **Sheldon ISD T-STEM Academy Advisory Council.** An advisory leadership team (“**Advisory Council**”), a joint decision-making body, comprised of representatives from SJCCD, Sheldon ISD, and community/business Partner(s) agreed upon by the Parties, as well as parents and students will meet regularly and as needed to facilitate communication regarding the Program design and governance, evaluate operational, curricular, and instructional activities; develop annual reports; outline and plan improvements; and enhance collaboration to ensure implementation of the Program in accordance with this Agreement, Applicable Law, and expectations of the Parties for the Program. Members of the Advisory Council will include the Sheldon ISD Superintendent of Schools, Chief Academic Officer, Chief Administrative Officer, Sheldon ISD T-STEM Academy Principal, C.E. King Middle School and Michael Null Middle School STEM Academy Principals, Director of Advanced Academics and CTE, Assistant Superintendent of Administrative Services, Assistant Superintendent of Instructional Services, C.E. King High School Principal, Director of Innovative Programs; Sheldon ISD T-STEM Academy Counselor; SJCCD Chancellor and/or Deputy Chancellor and President, Associate Vice Chancellor for Student Success Partnerships, President or Provost of the San Jacinto College North Campus, Director of Dual Credit (North Campus T-STEM liaison), an Educational Planner, and Department Chair of a Core Academic Department (this North campus assignment will rotate among the department chairs of faculty serving the Sheldon ISD T-STEM Academy); and parent representatives, student representatives; and Community/Business Partner(s) agreed upon by Sheldon ISD and SJCCD. Representatives of the Advisory Council are subject to change as advised and agreed upon by the existing Advisory Council members. The Sheldon ISD T-STEM Academy parent representatives will be elected following the first parent-student meeting of the academic year through an onsite nomination/election process. The term of office for the parent representative will be one year. Student representatives to the Advisory Council will be elected following the first parent-student meeting of the year through an onsite nomination/election process. The term of office for the student representatives will be one year. Sheldon ISD T-STEM Academy student representatives will be afforded the opportunity to address the Advisory Council during council meetings. During the Term, the Advisory Council will conduct an annual review of this Agreement for the purpose of program evaluation and recommendation of proposed improvements based on Sheldon ISD T-STEM Academy needs. Specifically, the Advisory Council will meet to:

- i. Develop and implement academic and professional policy as related to Sheldon ISD T-STEM Academy;

- ii. Develop and implement budgets, financial policy, and sustainability structures related to Sheldon ISD T-STEM Academy;
- iii. Supervise the continuous monitoring, improvement, annual evaluation and effectiveness of the Program;
- iv. Share responsibility for meeting the outcomes-based measures on the Texas Education Agency T-STEM Blueprint;
- v. Ensure adherence to Applicable Laws that affect the safety and well-being of students enrolled in the Sheldon ISD T-STEM Academy;
- vi. Develop and monitor plans for professional development, courses of study, data sharing, and student advising;
- vii. Review the Agreement, articulation agreements, and suggest revisions on an annual basis or as needed; and
- viii. Communicate progress to the governing boards of Sheldon ISD and SJCCD.

7. Instructional Calendar. The Sheldon ISD T-STEM Academy will follow a schedule that offers college and high school courses simultaneously. The SJCCD Liaison will plan and schedule college level courses collaboratively with the Sheldon ISD T-STEM Academy Principal. For college level courses taken for credit at either the Sheldon T-STEM location or the SJCCD location, the instructional calendar will follow the SJCCD instructional calendar. When a scheduling conflict exists in the instructional calendars of Sheldon ISD and SJCCD in which Sheldon ISD requires student attendance but SJCCD does not provide an instructional day, the Sheldon ISD assumes responsibility for the students to meet the attendance requirements of Applicable Law. The instructional calendar for the high school portion of Sheldon ISD T-STEM Academy will be based on the Sheldon ISD calendar and comply with all related TEA regulations for attendance. Where allowed by Applicable Law, including, without limitation, Section 29.0822 of the Texas Education Code and 19 Texas Administrative Code § 129.1027, and further subject to approval of both Parties, the Sheldon ISD T-STEM Academy calendar may vary from that set forth herein in order to best fit the needs of students and reasonably interrelate with the respective academic calendars.

8. **Sheldon ISD T-STEM Academy Facilities.**

a. Sheldon ISD Facilities. The 9<sup>th</sup> and 10<sup>th</sup> grade portion of the Sheldon ISD T-STEM Academy will be located in a dedicated area at the C.E. King High School premises (“**Sheldon ISD T-STEM Academy Facility**”) and will serve as a small learning community. The Sheldon ISD T-STEM Academy Facility includes core learning classrooms, as well as administrative and student support areas. Sheldon ISD T-STEM Academy will maintain the goal of creating a college culture. Sheldon ISD will provide work space at the Sheldon ISD T-STEM

Academy Facility for Sheldon ISD T-STEM Academy faculty and SJCCD instructors involved in the Program. In addition to the designated Sheldon ISD T-STEM Academy Facility at C.E. King High School, Sheldon ISD T-STEM Academy students will have access and use of the C.E. King High School library, cafeteria, College and Career Center, fine arts facilities, athletic facilities, and extra-curricular activities as needed and appropriate. Sheldon ISD shall be responsible for maintenance and operations at C.E. King High School, including the Sheldon ISD T-STEM Academy Facility.

b. SJCCD Academic and Administrative Facilities. For the 11th and 12th grade components of the Program, and according to students' high school graduation plans, Sheldon ISD T-STEM Academy students will attend classes at the SJCCD North Campus ("**SJCCD T-STEM Facility**"). The SJCCD T-STEM Facility will include one parking space marked for use by the Sheldon ISD Liaison or other Sheldon ISD employee who visits the Sheldon ISD T-STEM Academy at SJCCD.

c. Child Nutrition Services at SJCCD. SJCCD will designate an area of the SJCCD North Campus to be used for Sheldon ISD Child Nutrition personnel and service vehicles to deliver and distribute food, if needed, to Sheldon ISD T-STEM Academy students. Sheldon ISD shall be responsible for Sheldon ISD Food Service Personnel and for all food prepared and served by their personnel to Sheldon ISD T-STEM Academy students at SJCCD. Sheldon ISD is responsible for meeting all federal and state regulations for providing food services to Sheldon ISD T-STEM Academy students, including those students qualifying for the free and reduced meal program. SJCCD assumes no liability for lost or stolen money. Sheldon ISD will assume responsibility for arranging appropriate security for transporting the monies from a safe, secure area at the SJCCD T-STEM Facility to Sheldon ISD following Sheldon ISD policy, procedures, and guidelines.

d. Other SJCCD Accessibility. Subject to availability and SJCCD building use and other applicable policies and procedures, SJCCD will provide to students and employees of the Sheldon ISD T-STEM Academy reasonable access to all North Campus buildings, including the student center, Center for Academic Student Achievement tutoring center, disability services, career counseling, computer labs, library, bookstore, extracurricular activities, clubs, organizations, rooms for meetings, socialization, and cultural events sponsored by and/or associated with Sheldon ISD T-STEM Academy. Access for facilities, services, and resources will be addressed by the Sheldon ISD T-STEM Academy Advisory Council and SJCCD Dual Credit Office.

e. Student Identification. Sheldon ISD T-STEM Academy students will have both a Sheldon ISD and SJCCD Identification Card, which provide access to the Sheldon ISD T-STEM Academy Facility and the SJCCD T-STEM Facility and resources available to students enrolled at these institutions.

## 9. Sheldon ISD T-STEM Academy Faculty.

a. Faculty for High School Courses. To teach high school level courses in Sheldon ISD T-STEM Academy, Sheldon ISD instructors must meet State certification

requirements in their subject area(s) to teach in the State of Texas and be designated as highly qualified. Sheldon ISD T-STEM Academy instructors teaching non-college level courses will be selected based on previous teaching experience and success with a preference for those who have pedagogical and content expertise, have proven themselves successful in improving achievement with at-risk students, can model collegial vocabulary and behaviors, and have credentials to teach college courses. Sheldon ISD T-STEM Academy instructors teaching non-college level courses will be supervised by Sheldon ISD. Sheldon ISD employees assigned to the Sheldon ISD T-STEM Academy will be evaluated annually by Sheldon ISD according to Applicable Law, Sheldon ISD policies and procedures, and criteria established by the Texas Teacher Evaluation and Support System (or any successor system adopted by Sheldon ISD) and by the Advisory Council to the extent not in conflict with the foregoing.

b. Faculty for College-Level Courses. SJCCD shall be responsible for selecting instructors for all college courses. These instructors will be either

- i. regularly employed faculty members of SJCCD, or
- ii. part-time faculty that meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools-SACS-COC) who meet the approval procedures used by SJCCD to select faculty responsible for teaching the same courses on the college campus, or
- iii. high school faculty who meet those SACS-COC minimal requirements who are approved by SJCCD to teach college courses at the Sheldon ISD T-STEM Academy campus.

SJCCD shall supervise and evaluate instructors of college courses taught to high school students using the same or comparable procedures used for faculty at the main campus of SJCCD. SJCCD shall ensure that a college course taught to T-STEM students at the high school campus will be equivalent with respect to curriculum, materials, instruction, and method/rigor of student evaluation to the same courses taught on the college campus.

c. Sheldon ISD T-STEM Academy instructors teaching college level or dual credit courses must be employed SJCCD faculty members, meet the same standards of SACS-COC for college-level instructors, including, without limitation, holding a master's degree in their content area. SJCCD shall select its instructors who teach the college courses in which Sheldon ISD T-STEM Academy students are enrolled based upon their previous experience and success in teaching freshman courses, developmental and accelerated courses, and dual-enrollment courses. When a college instructor from SJCCD is absent from teaching a college course to T-STEM students at Sheldon ISD T-STEM Academy, SJCCD is responsible, to the best of its ability, for ensuring that qualified substitute instructors employed by SJCCD conduct class. It is the responsibility of SJCCD to communicate with and secure substitutes and to ensure that substitutes have met the Sheldon ISD security clearance required of regularly scheduled SJCCD instructors of Sheldon ISD T-STEM Academy students at the Sheldon ISD T-STEM Academy Facility. SJCCD shall supervise instructors who teach the college courses in which Sheldon ISD T-STEM Academy students are enrolled, including any adjunct faculty as described in Section 9.c, in accordance with SJCCD policies and procedures. SJCCD employees assigned to the Sheldon ISD

T-STEM Academy will be evaluated annually by SJCCD according to Applicable Law, SJCCD policies and procedures, and criteria established by the Advisory Council to the extent not in conflict with the foregoing. SJCCD will share data regarding the college instructors with Sheldon ISD.

d. Salaries of Sheldon ISD T-STEM Academy Instructors. Each Party shall be responsible for the payment of the salary, benefits, and employment taxes of its respective employees performing services for or at the Sheldon ISD T-STEM Academy. High school faculty teaching college courses during their normal workday at Sheldon ISD will be compensated by Sheldon ISD. SJCCD will pay Sheldon ISD its adjunct rate for college courses taught by high school faculty during their normal workday. High school faculty that teach as part-time faculty for SJCCD outside of their normal workday will be compensated directly by SJCCD.

e. Professional Development. Sheldon ISD and SJCCD have a history of cooperation in staff development to support P-16 initiatives to ensure student success throughout all academic transitions and institutions. The Gulf Coast Partners Achieving Student Success, the Sheldon Early College High School program, and the Texas Regional Pathways Network are collaborative efforts between SJCCD and Sheldon ISD that have persisted in developing a college going culture. The collaboration to create the Sheldon ISD T-STEM Academy builds on that history of cooperation. In addition to common planning time during the day, SJCCD and Sheldon ISD will provide time for the Sheldon ISD T-STEM Academy teachers, whether teaching non-college level courses or college level courses, to collaboratively create and implement a rigorous academic program. To ensure alignment, Sheldon ISD teachers assigned to the Sheldon ISD T-STEM Academy will have the opportunity to meet with SJCCD faculty and observe instruction of college level courses in preparation for teaching pre-requisite courses not offered at SJCCD, and likewise, SJCCD instructors will have the opportunity to visit Sheldon ISD T-STEM Academy classrooms taught by Sheldon ISD faculty to support college level rigor in prerequisite classes taught at the Sheldon ISD T-STEM Academy. Professional development for cross-over learning and collaboration will occur throughout the academic year and will be planned by the Sheldon ISD T-STEM Academy Principal and the SJCCD Liaison. Such professional development can be facilitated by either Party and will include but is not limited to methods for developing a college-going culture; orientation regarding the Sheldon ISD T-STEM Academy mission, culture, support systems, student population, and performance measures; college transition activities; a common instructional framework; student expectations; and data analysis. Both SJCCD and Sheldon ISD will share in the responsibility of assisting parents in preparing students for a “college going” and “college ready” culture. Additionally, members will become well-versed in the accountability metrics used by Sheldon ISD and SJCCD. Each Party shall also provide other professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees.

## 10. Student Recruitment and Selection.

a. Recruitment Efforts. To secure the broadest applicant pool possible, each of the Parties will participate in a recruitment effort for the Sheldon ISD T-STEM Academy by focusing on middle school students residing in the Sheldon ISD attendance zones. This recruitment process will include:

Attachment 1

- i. The distribution of recruitment/admission packets to elementary and middle school students residing in the Sheldon ISD attendance zones, as applicable to the Sheldon ISD T-STEM Academy;
- ii. Meetings with all counselors and faculty members at Sheldon ISD middle schools to provide information regarding the Sheldon ISD T-STEM Academy mission, target population, and recruitment process;
- iii. The establishment of a Sheldon ISD T-STEM Academy website that provides recruitment and admission information
- iv. Assemblies with all 8th graders attending school in Sheldon ISD
- v. The distribution of recruitment information to community organizations
- vi. Student/parent meetings that will be held on middle school and high school campuses to explain the opportunities and commitment required of Sheldon ISD T-STEM Academy students; and
- vii. Development of recruitment and admission information presented in a bilingual mode to the extent possible.

b. Admission Policies. Admission to Sheldon ISD T-STEM Academy will be limited to students who reside in the Sheldon ISD attendance zone applicable to the Sheldon ISD T-STEM Academy, including Sheldon ISD middle schools or students who transfer from another T-STEM academy. The Sheldon ISD and SJCCD recruitment teams will focus on at-risk students, historically underserved student populations, and first-generation college students. Additionally, Sheldon ISD shall comply with all recruitment and notification requirements of Chapter 28 of the Texas Education Code. Students will be required to complete online or paper applications for both Sheldon ISD T-STEM Academy and SJCCD. SJCCD and the Sheldon ISD will develop special college admission requirements to allow students to begin college credit coursework during grades 9-12. Students must meet established SJCCD admission requirements for each college class upon enrollment.

c. Student Enrollment. All Sheldon ISD T-STEM Academy students will take the college placement exams as required by Applicable Law and meet the minimum score requirements as determined by SJCCD in order to enroll in SJCCD courses. The Texas Success Initiative (“TSI”) has set minimum passing college readiness standards for selected college entrance exams. Sheldon ISD T-STEM Academy students must meet these standards utilizing TSI approved testing instruments for admission into college level courses. The Sheldon T-STEM Counselor, Educational Planner and SJCCD Liaison will work to ensure students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. Each Party will assist families as they complete initial application and enrollment in the respective organizations’ processes. SJCCD will assist with registration for all students who are qualified to enroll in SJCCD courses. Sheldon ISD T-STEM Academy is a designated testing site

for the college entrance exams selected by SJCCD and will facilitate initial and subsequent administrations of these assessments at no cost to students. Sheldon ISD T-STEM Academy will also transport students to SJCCD for administration of the selected college entrance exams as needed. In the case of testing administrations on the College campus, the first five (5) attempts will be at no cost to the students attending SJCCD as a T-STEM Academy student. For additional testing attempts, the student will be charged the actual cost of the test, usually between \$8.75 and \$14.00, depending on the number of sections/testing units required.

d. Transportation. In order to facilitate participation by the target population defined for the Sheldon ISD T-STEM Academy, Sheldon ISD will provide transportation of the Sheldon ISD T-STEM Academy students zoned to C.E. King High School to and from the students' places of residence to and from both the Sheldon ISD T-STEM Academy Facility and the SJCCD T-STEM Facility. Transportation will be provided at no cost to students in accordance with Sheldon ISD policy for all required school days based on the Sheldon ISD T-STEM Academy instructional calendar, to include days when SJCCD is in session, but Sheldon ISD is not.

## 11. Course of Study; Curriculum

a. Courses of Study and Curriculum Alignment. Sheldon ISD and SJCCD will develop and annually publish articulated courses of study that meet the requirements of Applicable Law and enable Sheldon ISD T-STEM Academy students to earn the Distinguished Level of Achievement on their high school diploma, participate in work-based learning, and earn 15 college credits, including at least one college-level math or science course. The course of study will enable a student to combine high school courses and college-level courses toward credentials and certifications, including associate and/or bachelor's degrees. It provides a seamless transition for students from grade level to grade level, allows students to transition from a high school classes in grades 9 and 10 to a gradual integration to college level classes during grades 11 and 12, and represents high levels of rigor, acceleration, and support. The SJCCD Liaison and the Sheldon ISD T-STEM Academy Principal will be responsible for working with Sheldon ISD T-STEM Academy faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment, as well as individualized intervention plans.

b. Course Compliance; Course Requirements; Monitoring. SJCCD and the Sheldon ISD will seek full designation as a T-STEM from TEA and THECB. Sheldon ISD shall be responsible for ensuring that high school curriculum courses meet the requirements of the Texas Essential Knowledge and Skills (or successor TEA requirements) and that Sheldon ISD T-STEM Academy students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. Sheldon ISD will be responsible for monitoring and ensuring the quality of instruction for high school credit courses offered at Sheldon ISD T-STEM Academy. Sheldon ISD T-STEM Academy students must meet all regular prerequisites for any college-level course, and SJCCD will assess each student for readiness to engage in any college-level course. Based on such assessment, the SJCCD Liaison and the Sheldon ISD T-STEM Academy Principal will determine which forms of assistance and intervention may be needed prior to a student's enrollment in a given college-level course. SJCCD is responsible for involving credentialed teaching faculty in the process of selecting and implementing college level

courses. SJCCD will designate personnel to monitor the quality of instruction for college courses in order to assure compliance with Applicable Law, any accrediting authorities, and this Agreement.

c. College level courses will consist of curricula materials, instructional activities, method, rigor, and evaluation of student performance as required by SJCCD and Applicable Law for SJCCD non-Program students. College-level academic courses shall be identified in the current edition of LDACGM adopted by the THECB. SJCCD, in its sole discretion, may offer innovative, acceleration, and intervention courses for Sheldon ISD T-STEM Academy students. SJCCD will ensure that college course goals and standards are understood.

d. High School Diploma and Degree. Within this framework, students may be able to earn the Distinguished Level of Achievement on their high school diploma. Students will be encouraged to pursue a STEM career and/or postsecondary education beyond high school graduation. SJCCD will give credit for courses that are at a higher level than taught by the high school; that have been evaluated and approved by the SJCCD curriculum approval process and for which Course Articulation Agreements have been approved. Professional/career certification opportunities will be evaluated by the Sheldon ISD T-STEM Academy Principal and the SJCCD Liaison.

e. Instructional Materials. Sheldon ISD will provide all course materials, including, textbooks, syllabi, course packets, and other materials needed for enrollment in classes for high school graduation credit at no cost to the student. SJCCD will provide Sheldon ISD T-STEM Academy students with any materials that it provides to non-Program students. The funding of materials is addressed in Section 14.c. of this Agreement.

## 12. Students

a. Student Composition of Classes. Sheldon ISD T-STEM Academy students enrolled in SJCCD college level courses at the SJCCD T-STEM Facility may attend classes composed of only Sheldon ISD T-STEM Academy students or may attend classes with non-Program SJCCD students enrolled in the college-level class.

b. Academic Policies. The academic policies of Sheldon ISD shall apply to all students enrolled in the Sheldon ISD T-STEM Academy. The academic policies of SJCCD shall apply to Sheldon ISD T-STEM Academy students in SJCCD college-level courses.

c. Student Conduct. Sheldon ISD T-STEM Academy students are required to adhere to Sheldon ISD Code of Student Conduct, policies, procedures, and regulations regarding facilities and equipment usage while at the Sheldon ISD T-STEM Academy Facility and the SJCCD T-STEM Facility and/or any Sheldon ISD T-STEM Academy sponsored off-campus activities. Sheldon ISD T-STEM Academy students are required to adhere to policies, procedures, and regulations regarding facilities and equipment usage, as well as the SJCCD conduct policies while at the SJCCD T-STEM Facility and any SJCCD sponsored off-campus activity that is available to Sheldon ISD T-STEM Academy students. The failure of any Sheldon ISD T-STEM Academy student to comply with the policies, procedures, and regulations will subject the student to appropriate action taken by the Sheldon ISD and SJCCD, including suspension and dismissal from Sheldon ISD T-STEM Academy. All disciplinary action, including suspension and dismissal



from Sheldon ISD T-STEM Academy shall be in conformity with the codes of student conduct of the Parties. In the event of a conflict between the policies of Sheldon ISD and SJCCD, the Parties will collaborate to resolve the conflict.

d. Safety.

i. Accidents/Emergency Incidents: Due to the reporting requirements of the Clery Act that apply specifically to higher education institutions, the following regulations must apply. If any Sheldon ISD T-STEM Academy Program student, instructor, or administrator should experience an accident, sudden illness, or commit a law-violating behavior while on SJCCD property, the response to such incidents will be based on SJCCD policies, procedures, regulations, and guidelines. If any Sheldon ISD T-STEM Academy student, instructor, or administrator should experience an accident, sudden illness, or commit a law-violating behavior while not on SJCCD property, the response to such incidents will be based on Sheldon ISD policies, procedures, regulations, and guidelines. Accordingly, while on SJCCD property, the policies and procedures for building use, emergency response, and safety of both SJCCD and Sheldon ISD shall apply.

ii. If any Sheldon ISD T-STEM Academy student, instructor, or administrator should experience an accident or sudden illness while at the Sheldon ISD T-STEM Academy Facility, the response to such incidents will be based on Sheldon ISD policies, procedures, regulations, and guidelines. If any Sheldon ISD T-STEM Academy student, instructor, or administrator should experience an accident or sudden illness while at the SJCCD T-STEM Facility, the response to such incidents will be based on SJCCD policies, procedures, regulations, and guidelines.

iii. Visitor Check-in. As a small learning community within the C.E. King High School campus, all Sheldon ISD T-STEM Academy visitors and guests to the Sheldon ISD T-STEM Academy Facility will be required to check-in through the C.E. King High School main reception areas and obtain a visitor pass including a safety check through the Raptor system. Additionally, the Sheldon ISD Police Department will have designated appropriate law enforcement to provide security to C.E. King High School, including Sheldon ISD T-STEM Academy.

iv. Background Checks; Criminal History. All Sheldon ISD T-STEM Academy personnel and SJCCD instructors and substitutes teaching at the Sheldon ISD T-STEM Academy Facility will be required to undergo a criminal history check as per Sheldon ISD policy and procedures. In accordance with state mandated requirements, a criminal history check will be conducted for all persons who have regular contact with students, including all faculty, Sheldon ISD personnel, and SJCCD personnel who have continual responsibilities with students located at the Sheldon ISD T-STEM Academy Facility. Sheldon ISD will be responsible for ensuring that all Sheldon ISD T-STEM Academy staff follows Sheldon ISD policies and procedures for this background check. The Sheldon ISD Personnel Services Department shall be responsible for completion of the required criminal history check for all Sheldon ISD employees. SJCCD accepts this responsibility, coordinated by the SJCCD Liaison, for all SJCCD employees and college tutors serving students of the Sheldon ISD T-STEM Academy. SJCCD will ensure that SJCCD instructors and personnel working at the Sheldon ISD T-STEM Academy Facility meet the requirements and follow the Sheldon ISD policies and procedures for the background check.

v. Reporting of Child Abuse and Criminal Activity. All members of Sheldon ISD T-STEM Academy faculty and administration, as well as any other party connected to the Program, must comply with all Applicable Law regarding the report of any and all alleged child abuse, school-related crimes, and sexual molestation.

vi. Monitoring Students. SJCCD instructors and substitutes are responsible for adhering to Sheldon ISD safety procedures, policies, and guidelines during instruction that occurs at the Sheldon ISD T-STEM Academy Facility. SJCCD instructors will not leave Sheldon ISD T-STEM Academy students unattended during college classes scheduled at the Sheldon ISD T-STEM Academy Facility.

e. Eligibility for Financial Aid. In addition to any financial support and assistance provided by the Parties as set forth in this Agreement, the Parties will collaborate on identifying third party sources of financial assistance, including, without limitation, state, federal, and other grants; fundraising efforts for the Sheldon ISD T-STEM Academy; and partnerships with baccalaureate-granting institutions for scholarships to their institutions.

f. Accounting for Attendance. For the 9<sup>th</sup> and 10<sup>th</sup> grade portion of the Program, the Parties shall comply with the TEA Attendance Handbook attendance requirements and TEA accountability requirements for credit in high school courses. With respect to the 11<sup>th</sup> and 12<sup>th</sup> grade portion of the Program and any dual credit or college level courses, if required, Sheldon ISD will submit a request for applicable waivers to TEA to accommodate the SJCCD schedule for Sheldon ISD T-STEM Academy students. Each Sheldon ISD T-STEM Academy faculty member will take daily attendance and shall report such attendance for enrollment and funding purposes as required by Applicable Law. SJCCD instructors will maintain formal, accurate attendance records for Sheldon ISD T-STEM Academy students and will provide such records to Sheldon ISD T-STEM Academy upon request. As applicable, the Parties will refer to the TEA Guidance for Sheldon ISD T-STEM Academy – Dual Enrollment Credit Attendance for documenting formal attendance taking procedures.

g. Grading Periods and Policies; Transcribing. Sheldon ISD T-STEM Academy will follow the grading policies established by Sheldon ISD for high school and college courses entered on a Sheldon ISD T-STEM Academy student's official Sheldon ISD transcript. SJCCD will follow grading policies established by SJCCD for college level courses entered on a Sheldon ISD T-STEM Academy student's official SJCCD transcript. For college level courses, both high school and college credit shall be transcribed immediately upon a student's completion of the performance required in the course. College courses shall be transcribed in the same semester that credit is earned. SJCCD will report a letter or numerical grade based on the SJCCD grading scale to Sheldon ISD, which may adapt the grade as required to conform to Sheldon ISD policies and procedures. SJCCD will provide approximate mid-term grade averages in addition to semester grades. Sheldon ISD T-STEM Academy will provide SJCCD with a calendar that indicates when additional approximate grades are needed, and the Parties are responsible for establishing a system whereby SJCCD instructors who teach Sheldon ISD T-STEM Academy students can quickly communicate with Sheldon ISD T-STEM Academy staff when students are experiencing academic, behavioral or attendance problems.

h. Student Assessment. All Sheldon ISD T-STEM Academy students are required to participate in required state exams (as per TEC Subchapter B, Chapter 39), as well as national and federal assessments, which will be administered by the Sheldon ISD T-STEM Academy staff. SJCCD agrees to make accommodations in course scheduling and attendance so that Sheldon ISD T-STEM Academy students are not penalized in their college credit courses for their participation in the required state, national and federal assessments.

i. Student Records. In accordance with Applicable Law, Sheldon ISD will maintain student records pertaining to students enrolled in the Sheldon ISD T-STEM Academy and will provide SJCCD copies of the education records maintained by Sheldon ISD, including grades, progress, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for SJCCD to perform its obligations under this Agreement. Data records are those created during the time for which students are enrolled in the Sheldon ISD T-STEM Academy and include, but are not limited to, the number of credit hours attempted and earned, GPAs, state assessment results, SAT, ACT, PSAT scores, TSI readiness by grade level, qualifications of T-STEM staff and SJCCD college instructors, location(s) where courses are taught, articulation data of high school students in four-year colleges/universities, completion rates, enrollment/retention rates, leaver codes, attrition rates, PEIMS and TAPR data, and student participation in activities at SJCCD and Sheldon ISD. Likewise, in accordance with Applicable Law, SJCCD will maintain student records pertaining to students enrolled in the Sheldon ISD T-STEM Academy that are taking the Program courses at an SJCCD Facility and will provide Sheldon ISD copies of the education records maintained by SJCCD, including grades, progress, and other informational data on student assessment, promotion, and retention and other student data necessary and advisable for Sheldon ISD to perform its obligations under this Agreement. Notwithstanding the foregoing, the sharing of and access to education records for students participating in the Program do not apply to education records and data of individual students to the extent that such education records and data were not created as part of the student's participation in the Program and are attributable to non-Program courses taken after the student's graduation from high school. Both Parties will be responsible for maintaining Sheldon ISD T-STEM Academy student education records and other records pertaining to the Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of Sheldon ISD T-STEM Academy students with respect to educational records and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons. The confidentiality requirements under this Section 12.i shall survive the expiration or earlier termination of this Agreement. Any violation of this Section 12.i will result in immediate revocation of the right of access to Sheldon ISD T-STEM Academy student education records. SJCCD and Sheldon ISD agree to promptly notify the other Party of changes to the employment status of SJCCD and Sheldon ISD designees so that the person's data access can be de-provisioned accordingly. SJCCD will share with Sheldon ISD de-identified data regarding the Sheldon ISD T-STEM Academy students enrolled in the Program in the aggregate for Program evaluation and compliance.

j. Student Support Services.

i. Communication and Planning. The Sheldon ISD T-STEM Academy and SJCCD leadership will identify and develop procedures for collecting and sharing data between the Parties on a continuous basis in order to evaluate program effectiveness. The Advisory Council will also meet to analyze the data and focus on strategies for supporting student success. Both Parties will identify and implement measures to assist students who do not perform satisfactorily.

ii. Bridge Program. All incoming Sheldon ISD T-STEM Academy students will begin preparing for success by participating in a mandatory bridge program, which will provide an intensive focus in core subject areas based on individual student needs, college entrance exam preparation, literacy skills, and introductory college readiness skills (“**Bridge Program**”). The Bridge Program builds the foundational academic and study skills needed for student success in rigorous college level courses. In addition to serving 10<sup>th</sup> graders and rising 9<sup>th</sup> grade students, the Sheldon ISD T-STEM Academy Bridge Program will also support students in meeting TSI testing requirements and preparing for transition to the SJCCD campus in the 11<sup>th</sup> and 12<sup>th</sup> grades.

iii. Mentoring At SJCCD, students will receive support through supplemental instruction, teacher and student mentors, SJCCD tutors, and/or additional sources identified. Students in 11<sup>th</sup> and 12<sup>th</sup> grade will have access to on-campus and online student support services and tutoring support offered by SJCCD as needed.

iv. Counseling, Advising, and Academic Support. To ensure academic success, the Parties will provide counseling and academic support services, as may be needed. Sheldon ISD will assign a counselor dedicated to the Sheldon ISD T-STEM Academy who will provide academic and counseling support to the Sheldon ISD T-STEM Academy students and their parents and work with the SJCCD Liaison in the areas of test preparation, remediation, and the development of an integrated support system for Sheldon ISD T-STEM Academy students across the two institutions. The Sheldon ISD dual credit counselor and SJCCD Liaison will work to ensure students receive pertinent information regarding higher education, FAFSA, financial assistance, and assistance waivers for tuition and fees. The Sheldon ISD T-STEM Academy and SJCCD will collaboratively develop and implement academic support services within the Program of study. SJCCD will also assign an educational planner to support Sheldon ISD T-STEM Academy students. The responsibilities of the educational planner will be outlined and reviewed annually by a leadership team comprised of SJCCD and Sheldon ISD administrators with authority to make decisions on behalf of Sheldon ISD T-STEM Academy. The educational planner will provide academic and career counseling to support the Sheldon ISD T-STEM Academy students and will advise students as to the transferability of all industry certifications and college credit offered and earned. SJCCD will provide tutorial support to Sheldon ISD T-STEM Academy students at the SJCCD Facility at a level commensurate with the academic support provided to other SJCCD students. The SJCCD Liaison assigned to Sheldon ISD T-STEM Academy will work to inform the Sheldon ISD T-STEM Academy administration of students with excessive absences and academic concerns in college-level courses prior to the end of a semester to provide interventions for success. All Sheldon ISD T-STEM Academy students will be taught AVID college readiness strategies, and Sheldon ISD T-STEM instructors will use AVID methodologies

to support the acquisition of college readiness skills and the development of a college going culture. Through the use of AVID resources and strategies, students will cultivate academic behaviors critical for college success including organization, time management, note-taking structures, and individual and peer study skills. Students also will build “college knowledge” by learning about topics such as the college admission process and requirements, grade point averages, transcripts, degree plans, class registration, and college grading practices. As AVID trained teachers, the Sheldon ISD T-STEM Academy staff will be prepared to fulfill the role of mentor/advisor for their students. Teacher mentors/advisors will meet individually with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans with the support of the counseling staff from Sheldon ISD and the SJCCD educational planner.

v. Outreach to Parents and Community. As an additional means of creating a college culture at Sheldon ISD T-STEM Academy, the Sheldon ISD T-STEM Academy staff will provide information and support to the parents and the community. The Sheldon ISD T-STEM Academy staff will host college focused activities for students, parents, and community members in order to foster the growth of college and career awareness for all stakeholders. Examples of the activities offered may include, but are not limited to, college and career fairs, college and career field trips, STEM expos, parent organizations, open house, parent and community newsletters, online resources, phone messages, and a parent workshop series aimed at developing “college knowledge.” All parent and community outreach activities will be offered in English and Spanish, to the extent possible, in order to serve the language needs of the community.

13. Program Evaluation; Reporting. The Sheldon ISD T-STEM Academy Advisory Council will evaluate the effectiveness of the Program each academic year. The results of the evaluation will include data referenced in section 12(i) and will be reported at the end of each academic year. The Parties will collaborate to ensure that this evaluation satisfies all Applicable Law for the evaluation of K-12 schools, in addition to any other evaluative guidelines established for the Program. An annual report and other reports, as required, will be prepared and submitted to the TEA on the progress of the Sheldon ISD T-STEM Academy under its purview. The Parties will cooperate on the preparation and submission of all reports on the progress of the Sheldon ISD T-STEM Academy to be submitted to TEA (or its designees) and as may be required by the THECB. The reports will be provided to both SJCCD, Sheldon ISD, and others as deemed appropriate.

14. Fiscal Matters.

a. Rules for Charging Students. Students enrolled in the Sheldon ISD T-STEM Academy will not be charged for costs associated with the Program for tuition and fees or required instructional materials or textbooks for enrollment in college courses, repeating a course due to failure, administration of college placement exams or fees required by SJCCD for other students enrolled in SJCCD. The Parties’ respective obligations for covering or waiving fees and costs are set forth in Sections 14(b) through 14(d).

b. Tuition and Fees. Tuition will be charged, and a partial tuition waiver granted in the amounts and percentages as approved by the College Board of Trustees, for college

courses taken by dual credit students. Any changes to tuition rates and waiver percentages will be communicated annually by March 31 (the current waiver is 75% for the 2019-2020 school year.) Any fees charged are not eligible for a waiver. Sheldon ISD will pay to SJCCD the tuition and fees associated with the college-level courses that support completing high school graduation requirements and either an Associate's degree or at least 60 credit hours toward a baccalaureate degree. Sheldon ISD will provide textbooks, instructional materials, or any costs associated with enrollment for T-STEM students enrolled in college courses at SJCCD.

c. Textbooks and Instructional Materials. Sheldon ISD will assume responsibility for providing the required college-level texts and instructional materials to the Sheldon ISD T-STEM Academy students enrolled in college-level courses. By May 1 of each year, SJCCD will deliver to the T-STEM Principal a complete list of textbooks, access codes, and instructional materials required for the following academic year, and SJCCD agrees that the list will remain unchanged for at least one academic year after it has been submitted to the T-STEM Principal. SJCCD will not require Sheldon ISD to purchase duplicate instructional resources in multiple formats or electronic codes or devices that are not instructional in nature. SJCCD will collaborate with Sheldon ISD to provide options, such as renting textbooks, accessing free online materials, permitting vendor discounts through the campus bookstore, developing community partnerships for textbook scholarships, and subject to copyright laws, enabling Sheldon ISD T-STEM Academy to copy course packets. For college courses taught at the Sheldon ISD T-STEM Academy facility, SJCCD agrees to a three-year term of use for college textbooks if approved in advance by the SJCCD department chairperson. Newer editions of online components must be purchased if the older edition is no longer supported or available for purchase.

d. Fund Sources. Each Party is entitled to receive state funding based on current funding rules of TEA and THECB. Using local funds, Sheldon ISD is responsible for and will support the Sheldon ISD T-STEM Academy day-to-day operational, instructional, and administrative costs, including administrative and staff salaries and benefits for Sheldon ISD T-STEM Academy Principal, counselor, and any other Sheldon ISD employees assigned to the Program; transportation costs; professional development costs; and other school related expenditures. Except as otherwise set forth herein, Sheldon ISD is responsible for all costs associated with the Sheldon ISD T-STEM Academy Facility and SJCCD is responsible for all costs associated with the SJCCD T-STEM Facility. Sheldon ISD will address any funding requirements for future technology needs of the Sheldon ISD T-STEM Academy. SJCCD has agreed to provide administrative, instructional, and support services as set forth in this Agreement. SJCCD and Sheldon ISD will explore additional funding sources such as community foundations, grants, fundraising through the SJCCD foundation office, and scholarships.

e. Change in Funding and/or Applicable Law. The Parties agree that in the event of any material change in the State funding of dual enrollment programs during the Term of this Agreement, the Parties will negotiate in good faith to amend this Agreement to adjust the funding arrangements to equitably accommodate such change. In the event that the Parties are unable to agree upon a written amendment to this Agreement encompassing a changed funding mechanism within forty-five (45) days of the State action effectuating the change in State funding, either Party may terminate this Agreement without penalty or any further obligation upon an additional ten (10) day written notice to the other Party.

f. **Fiscal Agent.** Sheldon ISD will act as the fiscal agent for the purposes of this Agreement. Under this arrangement, the Sheldon ISD will be the recipient of Sheldon ISD T-STEM Academy funds and will be acting as the intermediary for the Sheldon ISD T-STEM Academy.

15. **Release.** To the extent permitted by Applicable Law, Sheldon ISD agrees to and does hereby release SJCCD and its trustees, employees, agents, officers, and representatives from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of Sheldon ISD or its trustees, employees, agents, officers and representatives. To the extent permitted by Applicable Law, SJCCD agrees to and does hereby release Sheldon ISD and its trustees, employees, agents, officers, and representatives from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of SJCCD or its trustees, employees, agents, officers and representatives.

16. **Insurance.** Each Party shall carry general liability insurance to cover against claims, liabilities, losses, and damages resulting from that Party's presence on the other Party's campus and property and participation in the Program under this Agreement. Each Party shall cause its insurance policy to contain a waiver of subrogation against the other Party. Each Party shall carry other insurance as that Party deems advisable to protect against claims or liabilities that may result from participation in the Program under this Agreement.

17. **Termination of the Agreement.**

a. **Termination for Cause.** Either Party may terminate this Agreement due to the default of the other Party. An event of default shall be deemed to have occurred if a Party commits a material breach of any provision of this Agreement. In the event of default, the non-breaching Party shall provide written notice to the other Party of the breach specifying the provision claimed to be breached. Except in the event of a default that threatens the health of safety of students in which the non-breaching Party may terminate this Agreement immediately, the breaching Party shall have thirty (30) days to cure such default. If the breaching Party fails to cure the breach within such 30-day time period, the non-breaching Party may terminate this Agreement upon written notice to the other Party and shall be entitled to any remedies available in equity or law for such breach.

b. **Termination for Convenience.** Either Party may terminate this Agreement for convenience and without cause or penalty and without further obligation upon sixty (60) days written notice to the other Party. In the event of termination for convenience, the Advisory Council will prepare an agreeable plan of dissolution in accordance with all Applicable Laws.

c. **Termination Due to Change in Applicable Law.** Subject to Section 14.e, either or both Parties may terminate this Agreement in the event that TEA fails to approve the Program for the next school year or that a change in Applicable Law poses a hardship on either Party in its performance under this Agreement or makes the obligations of either Party untenable. Termination for a change in Applicable Law or failure to receive Program approval shall occur at the end of the then current contract year or earlier as may be agreed by the Parties.

d. Effect of Termination. Should SJCCD or the Sheldon ISD terminate their participation in the Sheldon ISD T-STEM Academy, they will agree to return any unspent funds and provide a complete accounting for all expenditures to the date of termination.

e. Discontinuance of Sheldon ISD T-STEM Academy. Sheldon ISD and SJCCD agree to comply with the requirements of Applicable Law for discontinuing operations of Sheldon ISD T-STEM Academy. During the teach-out period transitioning from full operation to the discontinued program, SJCCD and Sheldon ISD will continue to meet all required elements of a T-STEM program and provide full support for all students enrolled in Sheldon ISD T-STEM Academy. During the teach-out period, no new or additional students will be enrolled in Sheldon ISD T-STEM Academy in grades that have been phased out. If Sheldon ISD T-STEM Academy has only ninth and/or ninth and tenth grade cohorts, the Program will be closed at the end of the school year in which the decision is made to discontinue operations. If Sheldon ISD T-STEM Academy has eleventh and/or eleventh and twelfth grade cohorts, operation will continue through the graduation date for the eleventh-grade cohort. During this time, services may continue to be offered for enrolled ninth and tenth grade students through scheduled graduation for the cohort(s); however, a continuation of services is not required.

## 18. Miscellaneous Provisions.

a. Amendments. This Agreement may be modified and amended only by written signed by both Parties, and any such modification or amendments shall be attached to and become a part of this Agreement.

b. Governing Law; Venue. This Agreement and the rights and obligations herein shall be performable under, governed by, and interpreted in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions. The Parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Harris County, Texas for any action under this Agreement.

c. Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of SJCCD and Sheldon ISD may teach college courses as adjunct professors of SJCCD or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

d. No Waiver. No delay or failure by a Party in exercising any right, power or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will



preclude the further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

e. Assignment. Neither Party may assign its interest in the Agreement without the written permission of the other Party.

f. Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter herein described. This Agreement supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that in entering into and executing this Agreement the Parties rely solely upon the representations and agreements contained in this Agreement and no others. No subsequent change or modification of this Agreement is binding unless in writing and signed by the Parties.

g. Notice. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, by overnight courier, or any manner permitted under the Texas Electronics Transactions Act, and shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, postage prepaid, or when received addressed as follows:

If to Sheldon ISD:     Name: Mr. King Davis, Jr.  
                                  Title: Superintendent of Schools  
                                  Address: 11411 C.E. King Parkway, Houston, TX 77044  
                                  Telephone: 281-727-2006  
                                  Email: kingdavis@sheldonisd.com

With a copy to:        Name: Ms. Karen Gallow  
                                  Title: Director of Advanced Academics and CTE  
                                  Address: 11411 C.E. King Parkway, Houston, TX 77044  
                                  Telephone: 281-727-2052  
                                  Email: karengallow@sheldonisd.com

If to SJCCD:            Name: Dr. Brenda Hellyer  
                                  Title: Chancellor, San Jacinto Community College District  
                                  Address: 4624 Fairmont Parkway, Suite 200, Pasadena, TX 77504  
                                  Telephone: 281-998-6100  
                                  Email: brenda.hellyer@sjcd.edu

With a copy to:        Name: Dr. Pamela S. Campbell  
                                  Title: Associate Vice Chancellor, Student Success Partnerships  
                                  Address: 5800 Uvalde, Houston, TX 77049  
                                  Telephone: 281-991-2672  
                                  Email: pamela.campbell@sjcd.edu

or to such other persons or places as either party may from time to time designate by written notice to the other.

h. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

i. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

j. No Third-Party Rights. This Agreement is made for the sole benefit of Sheldon ISD and SJCCD and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

k. Counterparts. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the Effective Date of \_\_\_\_\_, 2019:

**SAN JACINTO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Dr. Brenda Hellyer, Chancellor

By: \_\_\_\_\_  
Mrs. Marie Flickinger, Chair, Board of Trustees

**SHELDON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Mr. King Davis, Jr., Superintendent of Schools

By: \_\_\_\_\_  
Ms. Latricia Archie, President, Board of Trustees

**Action Item “XI”**  
**Regular Board Meeting November 4, 2019**

**Consideration and Approval of Policy #, Sustainable Energy Management – First Reading**  
**(Informational Item)**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve a new policy on Sustainable Energy Management. The Board of Trustees will not vote on this item but is creating awareness that the policy is being considered and input is being gathered. New numbering will be added prior to the second reading.

**BACKGROUND**

The purpose of this policy is to provide the framework for the College to sustainably manage energy and resource related matters in accordance with Texas Administrative Code Title 34, Rule 19.14.

The proposed procedure will not be approved by the Board and is provided for informational purposes. The procedure outlines the responsibilities for and goals of the College’s energy management efforts.

**IMPACT OF THIS ACTION**

This policy and associated procedure were sent to the College community on November 1, 2019. Comments will be reviewed and any changes, if appropriate, will be addressed prior to the Board’s second reading of this policy which is anticipated on December 2, 2019. Procedure is provided for informational purposes and will not be voted on.

**ATTACHMENTS**

- Attachment 1 – Summary of changes
- Attachment 2 – Policy #, Sustainable Energy Management (proposed policy)

Informational Item Only:

- Attachment 3 – Procedure #, Energy Management (proposed procedure)

**RESOURCE PERSONNEL**

Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
Charles “Chuck” Smith	281-998-6341	charles.smith@sjcd.edu



## Policies and Procedures Summary of Changes

New Policy Number: *To be determined by the Chancellor's Office*

Proposed Policy Name: **Sustainable Energy Management**

Current Policy Number/Name: **N/A**

New Procedure Number: *To be determined by the Chancellor's Office*

Proposed Procedure Name(s): **Energy Management**

Current Procedure Number(s)/Name(s): **N/A**

Action Recommended for Policy: New

Action Recommended for Procedures: New

Primary Owner: Vice Chancellor, Fiscal Affairs

Secondary Owner: Associate Vice Chancellor, Fiscal Initiatives and Construction

### Summary of Changes:

#### *New Policy*

- Requires establishment of an Energy and Water Management Plan, to meet or exceed state and local laws, and to facilitate on-going improvement in reducing the waste of energy and natural resources
- Strengthens compliance in the area of resource conservation with Texas Administrative Code 34.19.14

#### *Procedure Changes*

- Establishes the support of the Strategic Leadership Team for effective and efficient management of energy, water and natural resources
- Tasks the Energy Management Department as the primary area of accountability
- Requires the existence of a District Energy Management Council, to provide development and implementation assistance
- Sets a goal of providing indoor environmental conditions conducive to the work and educational purposes of at least 95% of building occupants, and provides an appeal process to request variances from established practices and guidelines



**Policy #, Sustainable Energy Management**

**Purpose**

The purpose of this policy is to improve the working and learning environment for San Jacinto College District students, faculty, staff, and other College stakeholders by sustainably managing energy and resource related matters in accordance with State and local law.

**Policy**

It shall be the Policy of San Jacinto College to establish an Energy and Water Management Plan and Energy and Water Management Procedures that:

- Meet or exceed the requirements of State and local law;
- Demonstrate on-going improvement in reducing the waste of energy and natural resources.

**Definitions**

**Sustainably managing:** Meeting the needs of the present without compromising the ability of future generations to meet their own needs.

**Energy and Water Management Plan:** A resource conservation plan meeting the requirements of 34 TAC §19.14.

The Authority, Applicability, Sanctions, Exclusions, and Interpretation do not differ from Policy II.2000.A, Policy and Procedures Development, Review, Revision, and Rescission.

**Associated Procedures**

Procedure #, Energy Management

Date of Board Approval	Anticipated December 2, 2019
Effective Date	Anticipated December 3, 2019
Primary Owner	Vice Chancellor, Fiscal Affairs
Secondary Owner	Associate Vice Chancellor, Fiscal Initiatives and Construction





## **Procedure #, Energy Management**

### **Associated Policy**

Policy #, Sustainable Energy Management

### **Procedures**

### **Commitment Statement**

The San Jacinto College administration is committed to the effective and efficient management of energy, water and natural resources consistent with maintaining safe, secure, healthy and productive work and instructional environments.

Accordingly, the Strategic Leadership Team:

- Supports the College’s Policy on Sustainable Energy Management;
- Commits to ensuring that all faculty and staff adhere to and support approved operating practices;
- Acknowledges the need to comply with applicable government mandated energy efficiency and reporting regulations; and
- Supports the establishment of sound and reasonable operating practices that improve annual operating efficiencies consistent with the College’s Vision, Mission, and Values, and that aim to provide indoor environmental conditions conducive to the work and educational purposes of at least 95% of occupants.

### **Responsibility for Success**

The sustainable management of energy and water resources involves technical, economic, and behavioral components. Ultimately, therefore, responsibility for achieving sustained, continuing improvement in the efficient utilization of energy and natural resources is shared by all members of the College community. The Energy Management Department is accountable to the College community for recommending, implementing, and enforcing operating practices and protocols as authorized by the Chancellor.

Development and implementation assistance for sustainable energy management practices shall be provided by a District Energy Management Council established by the Strategic Leadership Team.

In addition, it shall be the practice of the College to aggressively pursue outside funding opportunities for energy efficiency improvement commensurate with College fiscal, procurement and administrative requirements. All such funds, as well as funds made available from reduced operating expenses as a result of energy management efforts will be used for additional energy efficiency improvements until such time as all practical efficiency improvements have been implemented.

## **Operational Goals and Tasks**

The Energy Management Department will develop comprehensive energy efficiency practices for all facilities owned and/or operated by the College. These practices will consider occupant safety, comfort and productiveness while meeting the energy efficiency goals required by state, local and Board mandates.

Specific tasks to be performed by the Energy Management Department, working in cooperation with the Energy Management Council, shall include, but not be limited to:

- Create and maintain a District Strategic Energy Master Plan
- Create and Update the State Mandated Annual Energy and Water Management Plan
- Create and annually review energy policy and practices
- Ensure compliance with all state and federal laws and mandates regarding the efficient usage of energy and water resources
- Establish operating guidelines and practices that promote efficient operation of equipment and systems without reducing the quality of the learning environment
- Oversee periodic energy audits of all SJCD facilities
- Provide technical guidance for the commissioning of new facilities and the retro-commissioning of existing facilities
- Establish, track and communicate to stakeholders the energy consumption and cost of individual facilities
- Analyze monthly utility bills for anomalies and opportunities for improvement
- Establish energy related Owner's Design Guidance for all new construction and renovation
- Pursue energy related grants, rebates and energy related project funding resources
- Assist all stakeholders in updating equipment specifications when required for energy efficiency purposes
- Produce required evaluation of savings and energy related reports as required

## **Avenue of Appeal**

Inasmuch as it is impossible to please everyone, operating practices and guidelines will be established with one goal being the comfort and well-being of four standard deviations (95.5%) of the College community. Requested variance(s) from those guidelines shall be submitted in writing to the Energy Management Department where temporary, short-term revisions can either be approved or denied.

Attachment 3 – Proposed Procedure

All variance requests, whether approved or denied, shall be recorded by the Energy Manager with the submitter’s reason for the request and the Energy Manager’s response recorded for later review.<sup>1</sup>

Should the applicant wish to appeal the Energy Manager’s decision, the initial appeal will be made to the Associate Vice Chancellor of Fiscal Initiatives and Construction. All appeals rejected by the AVC will be presented to the Energy Management Committee for explanation and discussion.

Date of SLT Approval	October 23, 2019
Effective Date	Anticipated December 3, 2019
Associated Policy	Policy #, Sustainable Energy Management
Primary Owner of Policy Associated with the Procedure	Vice Chancellor, Fiscal Affairs
Secondary Owner of Policy Associated with the Procedure	Associate Vice Chancellor, Fiscal Initiatives and Construction

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<sup>1</sup> It is understood that unanticipated facility conditions or an individual occupant’s medical condition might warrant a long-term adjustment to normal operating criteria. Such adjustments should still be requested through this stated process.

**Action Item “XII”**  
**Regular Board Meeting November 4, 2019**  
**Consideration of Approval of Policy #, Tuition and Related Items – First Reading**  
**(Informational Item)**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve a revised policy on Tuition and Related Items. The Board of Trustees will not vote on this item but is creating awareness that the policy is being considered and input is being gathered. New numbering will be added prior to the second reading.

**BACKGROUND**

The purpose of this policy is to establish rules regarding tuition and related items, in compliance with state laws and rules.

The proposed procedure will not be approved by the Board and is provided for informational purposes. The procedure outlines the operational aspects of charging, refunding and exempting students from tuition.

**IMPACT OF THIS ACTION**

This policy and associated procedure were sent to the College community on November 1, 2019. Comments will be reviewed and any changes, if appropriate, will be addressed prior to the Board’s second reading of this policy which is anticipated on December 2, 2019. Procedure is provided for informational purposes and will not be voted on.

**ATTACHMENTS**

Attachment 1 – Summary of changes

Attachment 2 – Policy V-H, Policy on Tuition, Fees, Deposits and Refunds (current policy)

Attachment 3 – Policy #, Tuition and Related Items (proposed policy)

Informational Item Only:

Attachment 4 – Procedure #, Tuition and Related Items (proposed procedure)

**RESOURCE PERSONNEL**

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## Policies and Procedures Summary of Changes

New Policy Number: *To be determined by the Chancellor's Office*

Proposed Policy Name: **Tuition and Related Items**

Current Policy Number/Name: **V-H - Policy on Tuition, Fees, Deposits and Refunds**

New Procedure Number: *To be determined by the Chancellor's Office*

Proposed Procedure Name(s): **Tuition and Related Items**

Current Procedure Number(s)/Name(s): **N/A**

Action Recommended for Policy: Revised

Action Recommended for Procedures: New

Web Links:

<https://www.sanjac.edu/about-san-jac/college-operations/policies-and-procedures/policy-v-h-policy-tuition-fees-deposits-and-refunds>

Primary Owner: Vice Chancellor, Fiscal Affairs

Secondary Owner: Director, Accounting and Financial Services

Summary of Changes:

### *Policy Changes*

- Added a Purpose statement
- Clarified legal requirements and citations related to the charging, exempting and refunding of tuition
- Explained the College's stance on collection of tuition by installment, and collection of overdue amounts on student accounts

### *Procedure Changes*

- New procedure
- References the methods available for paying tuition
- Clarified that some courses have additional items that should be purchased by students
- Expounds upon the exemptions and waivers that are available to students who qualify
- Provides an exhibit listing all available exemptions and waivers



# Policy V-H: Policy on Tuition, Fees, Deposits and Refunds

The Board of Trustees, in accordance with state law, will determine the amounts of all tuition, fees, deposits and refunds.

In compliance with the terms of Section 51.003 of the Texas Education Code, all funds collected by the district will be deposited within seven days from the date of collection.

<b>Policy #:</b>	<b>V-H</b>
<b>Policy Name:</b>	<b>Policy on Tuition, Fees, Deposits and Refunds</b>
<b>Pages:</b>	<b>1</b>
<b>Adopted Date:</b>	<b>March 2, 1981</b>
<b>Revision/Reviewed Date:</b>	<b>May 2, 1994; and February 5, 2008</b>
<b>Effective Date:</b>	<b>March 2, 1981; May 2, 1994; and February 5, 2008</b>
<b>Associated Procedure:</b>	





## **Policy #, Tuition and Related Items**

### **Purpose**

The purpose of this policy is to establish policy regarding tuition and related items, in compliance with state laws and rules.

### **Policy**

#### Tuition

Upon recommendation from administration, tuition shall be set at least annually by the Board of Trustees (Board) and shall be published online and in the appropriate academic catalog.

The Board shall adopt a tuition schedule that is compliant with Texas Education Code Section 54.051(n) and that applies to the various residency classes of students, as defined in the College's Policy V-I Policy on Definition of Resident Status.

- Texas resident in-district students
- Texas resident out-of-district students
- Out of state students
- International students

#### Refunds

The College will refund tuition for courses from which students drop or withdraw as soon as practicable, in accordance with Texas Education Code Section 54.006. Tuition paid directly to the College by a sponsor, donor or scholarship will be refunded to the source rather than directly to the student.

#### Exemptions and Waivers

The College will grant all mandatory exemptions and waivers that are required by various sections of the Texas Education Code in Chapters 54 and 130, and all optional exemptions and waivers that are approved by the Board at least annually.

#### Other Fees, Fines and Charges

The College may collect miscellaneous fees or charges from students only as permitted by law.

Collection activities along with associated fees may be initiated and assessed in instances where students refuse or fail to pay a debt, or give the College a check, draft or order that is refused for payment.

The Board adopts a student's ability to pay via an installment payment plan in accordance with Texas Education Code Section 54.007, including a fee for administration of the plan.

The Chancellor is authorized to develop procedures for collection activities and the administration of installment plans.

Attachment 3 – Proposed Policy

The Authority, Applicability, Sanctions, Exclusions, and Interpretation do not differ from Policy II.2000.A, Policy and Procedures Development, Review, Revision, and Rescission.

**Associated Procedures**

Procedure #, Tuition and Related Items

Date of Board Approval	Anticipated December 2, 2019
Effective Date	Anticipated December 3, 2019
Primary Owner	Vice Chancellor, Fiscal Affairs
Secondary Owner	Director, Accounting and Financial Services



**Procedure #, Tuition and Related Items**

**Associated Policy**

Policy #, Tuition and Related Items

**Procedures**

**Tuition**

Tuition will be charged to students in accordance with their residency category as determined through the College’s admissions process, as outlined on the College’s website:

<https://www.sanjac.edu/apply-register-pay/paying-college/tuition>.

**Payment of Tuition**

Payment will be accepted by a number of methods, as outlined on the College’s website:

<http://www.sanjac.edu/current-students/paying-for-college/methods-of-payment>.

**Additional Expenses**

Students must purchase their own textbooks, workbooks and supplies such as paper and pencils. In addition, some courses require the purchase of special supplies, and some courses are designated as including a charge for a low-cost book option.

Students are liable for all collection agency and/or attorney fees and all other costs necessary to collect payment for the debt.

**Exemptions and Waivers**

Students should visit a Campus Business Office to request that an exemption or waiver be applied to their student account, and to supply the appropriate documentation to support their eligibility. A list of available exemptions and waivers, as outlined on the College’s website:

<https://www.sanjac.edu/admissions-aid/tuition/tuition-exemptions-and-waivers-list>.

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Date of SLT Approval	October 29, 2019
Effective Date	Anticipated December 3, 2019
Associated Policy	Policy #, Tuition and Related Items
Primary Owner of Policy Associated with the Procedure	Vice Chancellor, Fiscal Affairs
Secondary Owner of Policy Associated with the Procedure	Director, Accounting and Financial Services

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**Action Item "XIII"**  
**Regular Board Meeting November 4, 2019**

**Consideration of Approval of Policy #, Resident Status – First Reading (Informational Item)**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve a revised policy on Resident Status. The Board of Trustees will not vote on this item but is creating awareness that the policy is being considered and input is being gathered. New numbering will be added prior to the second reading.

**BACKGROUND**

The purpose of the policy is to show the College's compliance with state laws regarding residency statuses for tuition purposes.

The proposed procedure will not be approved by the Board and is provided for informational purposes. The procedure outlines the resident status definitions.

**IMPACT OF THIS ACTION**

This policy and associated procedure were sent to the College community on November 1, 2019. Comments will be reviewed and any changes, if appropriate, will be addressed prior to the Board's second reading of this policy which is anticipated on December 2, 2019. Procedure is provided for informational purposes and will not be voted on.

**ATTACHMENTS**

- Attachment 1 – Summary of changes
- Attachment 2 – Policy V-I, Policy on Definition of Resident (current policy)
- Attachment 3 – Policy #, Resident Status (proposed policy)

Informational Item Only:

- Attachment 4 – Procedure #, Resident Status Definitions (proposed procedure)

**RESOURCE PERSONNEL**

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Joanna Zimmermann	281-476-1863	joanna.zimmermann@sjcd.edu



## Policies and Procedures Summary of Changes

New Policy Number: *To be determined by the Chancellor's Office*

Proposed Policy Name: **Resident Status**

Current Policy Number/Name: Policy on Definition of Resident Status

New Procedure Number: *To be determined by the Chancellor's Office*

Proposed Procedure Name(s): **Resident Status Definitions**

Current Procedure Number(s)/Name(s): N/A

Action Recommended for Policy: Revised

Action Recommended for Procedures: New

Web Links: <https://www.sanjac.edu/about-san-jac/college-operations/policies-and-procedures/policy-v-i-policy-definition-resident-status>

Primary Owner: Deputy Chancellor & President

Secondary Owner: Associate Vice Chancellor of Student Services

### Summary of Changes:

- Included are an update of the existing policy and a proposal of a new associated procedure.
- Procedure language was updated to reflect the current resident statuses.
- The language was updated to reflect whether a student was a Texas resident or a non-Texas resident
- Updates were made to remove out-of-district terminology. Students who are *not* in-district are considered in-state (if appropriate criteria are met) or they are considered out-of-state or non-Texas residents.

### Samples of Changes:

- Update of the current policy and proposal for renaming the current policy to Policy on Resident Status
- Creation of a new associated procedure, Procedure # Resident Status Definitions
- Addition of an updated “domicile” definition in the proposed procedure.





# Policy V-I: Policy on Definition of Resident Status

## In-district Student:

Anyone who meets the residency requirement of the state of Texas, which is defined in Section 54.052 of the Education Code, and who physically resides in the geographic boundaries of the district at the time that his or her registration is completed. As authorized by Section 130.0032 of the Education Code, a person who resides outside the district and who owns property subject to ad valorem taxation by the district, or a dependent of the person who owns such property, may pay tuition at the rate applicable to a student who resides in the district.

## Out-of-district Student:

An out-of-district student is defined as a person who is a resident of the state of Texas and who physically resides outside the geographic boundaries of the district at the time that his or her registration is completed.

## Out-of-state Student:

A person who is less than 18 years of age or is a dependent, as defined in Section 54.052 (a) of the Education Code, and who is living away from his or her family and whose family resides in another state, or whose family has not resided in Texas for the 12 months immediately preceding the date of registration is considered an out-of-state student. Also, a person who is 18 years of age or over who resides out of state or who has not been a resident of the state of Texas for the 12 months immediately preceding the date of registration is an out-of-state-student.

## Out-of-country Student:

An out-of-country student is any alien who is not permanent resident of the United States as defined in Immigration and Naturalization Service regulations or who has not been permitted by Congress to adopt the United States as their domicile while they are in this country.

<b>Policy #:</b>	<b>V-I</b>
<b>Policy Name:</b>	<b>Policy on Definition of Resident Status</b>
<b>Pages:</b>	<b>1</b>
<b>Adopted Date:</b>	<b>March 2, 1989</b>
<b>Revision/Reviewed Date:</b>	<b>May 2, 1994 and October 6, 1997</b>
<b>Effective Date:</b>	<b>March 2, 1989; May 2, 1994 and October 6, 1997</b>
<b>Associated Procedure:</b>	



**Policy #, Resident Status**

**Purpose**

The purpose of the policy is to show the College’s compliance with state laws regarding residency statuses for tuition purposes.

**Policy**

The College recognizes certain resident statuses, based on Section 54.052 of the Texas Education Code and as authorized by Section 130.0032 of the Education Code, and the statuses are: Non-Texas Resident (Out-of-State and Out-of-Country), Texas Resident (In-State), Texas Resident (In-State and In-District). In addition, a student’s residency classification is based on information from a student’s ApplyTexas application.

The College has established definitions for each resident status. These definitions describe the tuition payment rates based on whether or not a student resides inside or outside the state, whether or not a student owns property subject to ad valorem taxation by the district, or if a dependent of the person owns such property. Resident status definitions can be found in the associated Procedure #, Resident Status Definitions.

The Authority, Applicability, Sanctions, Exclusions, and Interpretation do not differ from Policy II.2000.A, Policy and Procedures Development, Review, Revision, and Rescission.

**Associated Procedures**

Procedure #, Resident Status Definitions

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Date of Board Approval	Anticipated December 2, 2019
Effective Date	Anticipated December 3, 2019
Primary Owner	Deputy Chancellor & President
Secondary Owner	Associate Vice Chancellor, Student Services

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## **Procedure #, Resident Status Definitions**

### **Associated Policy**

Policy #, Resident Status

### **Procedures**

### **Residency Status**

Under Texas state law, an individual's residency classification is based on information from the individual's ApplyTexas application. Students will be classified as residents of Texas, non-residents, or international students. To qualify as a Texas resident, an individual must live in Texas for one year and establish a domicile in Texas prior to enrollment.

The amount of tuition you are charged is based on your residency classification, which is determined according to the information you submit on the ApplyTexas application. You may also be asked to provide documentary evidence that proves your residency status. You can find your residency classification located in your SOS account by clicking on Student Profile and locate Residency. Your residency classification is based on rules and regulations established by the Texas Higher Education Coordinating Board in section 21.727, which may be viewed at [www.thecb.state.tx.us](http://www.thecb.state.tx.us). If you have questions about residency, contact the Educational Planning, Counseling, & Completion Office or the Admissions Office.

### **Relevant Definitions**

**Domicile:** For at least 12 months prior to the census date of the semester in which the student enrolls, the student:

- owns real property (land, home) in Texas
- owns a business in Texas
- has been gainfully employed in Texas (at least part-time)
- has marriage certificate with documentation to support the spouse is a resident of Texas with any of the above.

**Census Date:** The census date is the official reporting date set by the College for state reports and financial aid eligibility, and the date is based on the part of term a student is enrolled in. Refer to the College's website for further information on census dates.

**Dependent:** A person who:

- is less than 18 years of age and has not been emancipated by marriage or court order; or
- is eligible to be claimed as a dependent of a parent of the person for purposes of determining the parent's income tax liability under the Internal Revenue Code of 1986

Students who are considered dependents will use residency based on their parents' or legal guardians' eligibility for Texas residency using the scenarios listed below.

Texas Resident:

- to domicile or reside in the State of Texas for one year prior to the census date of the term of enrollment. If you do not meet one of the requirements for Texas residency, you will be classified as a non-Texas Resident.
- A qualifying person who:
  - a. graduated from a public or accredited private high school in this state or, as an alternative to high school graduation, received the equivalent of a high school diploma in this state, including the successful completion of a nontraditional secondary education, and
  - b. maintained a residence continuously in this state for the 36 months immediately preceding the date of graduation or receipt of the diploma equivalent, as applicable; and the 12 months preceding the census date of the academic semester in which the person enrolls in an institution.
- A qualifying person who:
  - a. established domicile in this state not less than 12 months before the census date of the academic semester in which the person enrolls in an institution; and
  - b. maintained domicile continuously in the state for the 12 months immediately preceding the census date of the academic semester in which the person enrolls in an institution.
- A qualifying dependent whose parent:
  - a. established domicile in this state not less than 12 months before the census date of the academic semester in which the person enrolls in an institution; and
  - b. maintained domicile continuously in the state for the 12 months immediately preceding the census date of the academic semester in which the person enrolls in an institution.

Note: The student has the burden of proof to show by clear and convincing evidence that residence or domicile, as appropriate, has been established and maintained.

### **Documentation for Texas Resident Status**

Although not conclusive or exhaustive, documentation indicating that one of the following circumstances existed throughout at least 12 consecutive months immediately preceding the census date of the semester in which a student seeks to enroll may lend support to a claim regarding his/her intent to establish and maintain domicile in Texas.

- Gainful employment in Texas by the student or the dependent’s parent
- Sole or joint marital ownership of residential real property in Texas by the student or the dependent’s parent, having established and maintained domicile at that residence
- Ownership of a business by the student or the dependent’s parent in Texas
- Marriage by the student or the dependent’s parent to a person who has established and maintained domicile in Texas
- Other documentation may be required

## **Non-Texas Residents**

### **Out-of-State Status**

If you have not met the criteria as an in-state resident, you will be classified as a non-Texas resident or as an out-of-state status for tuition purposes. An out-of-state student is a U.S. Citizen/permanent resident who has not domiciled in Texas for the past 12 months.

The following persons shall be classified as non-Texas residents and entitled to pay out-of-state tuition at all Texas public institutions of higher education:

A student or dependent student who resides or whose parent or legal guardian resides out of state or has not established domicile in the state for the 12 months prior to the census date.

### **Out-of-Country Status**

International students living in the United States under an eligible visa permitting domicile must provide documentation and meet the same requirements as a U.S. citizen/Permanent Resident to qualify for Texas resident status for tuition purposes. If a student does not meet this eligibility requirement, the student will be considered as an out-of-country status for tuition purposes.

Other criteria to consider are:

- Permanent residents of the US may be asked to furnish their permanent resident card.
- Students in the process of gaining permanent residency or another conditional permanent residency status, must provide the original Notice of Action with an approval notice.

For a list of the approved visa statuses, refer to the Catalog or visit the Educational Planning, Counseling and Completion Office or the Admissions Office.

## **Texas Resident / In State Status**



A Texas resident who does not reside in the San Jacinto College taxing district as determined by the Harris County Appraisal District ([www.hcad.org](http://www.hcad.org)) or tax documents.

### **Texas Residents / In State / In-District Status**

An in-district student is a Texas resident who resides in the San Jacinto College taxing district as determined by the Harris County Appraisal District ([www.hcad.org](http://www.hcad.org)) or tax documents. Students may refer to the Texas Resident Status definition and must first meet all qualifications in that section. The San Jacinto College taxing district generally includes the following independent school districts: Channelview, Deer Park, Galena Park, La Porte, Pasadena, and Sheldon. Any Texas resident who does not meet the in-district status will be charged the Texas Resident rate.

### **Undocumented Students**

Under Texas law, undocumented students can be admitted to the College and be considered a resident of Texas for tuition purposes if you resided in Texas and met the conditions listed below. If you do not meet these criteria, you may still enroll but will be considered out-of-state for tuition purposes.

- Graduated or will graduate from a Texas high school or received a High School Equivalency certificate in Texas.
- Resided in Texas for at least three years leading up to graduation from high school or receiving a Texas High School Equivalency.
- Reside or will have resided in Texas for the 12 months immediately preceding the census date of the semester to be enrolled.
- Provide to the institution an affidavit stating that the individual will file an application to become a permanent resident at the earliest opportunity the individual is eligible to do so.

### **Changing or Updating Residency Status**

Students may request to change or update their Texas resident status by visiting the Educational Planning, Counseling, & Completion office or the Admissions Office when their permanent address changes. Additional, specific documentation will be required by these offices at the time of the request. Refer to the statuses above for the most appropriate list of documentation required.

### **Military Personnel**

Military personnel or their dependents should check with the Veteran Services Office. Rules, requirements and documentation needed regarding resident tuition can be found in the Texas Education Code and the Texas Higher Education Coordinating Board. Current military identification/military orders or a DD-214 is required to receive resident tuition.

Attachment 4 – Proposed Procedure

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Date of SLT Approval	October 29, 2019
Effective Date	Anticipated December 3, 2019
Associated Policy	Policy #, Resident Status
Primary Owner of Policy Associated with the Procedure	Deputy Chancellor & President
Secondary Owner of Policy Associated with the Procedure	Associate Vice Chancellor, Student Services

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**SAN JACINTO COMMUNITY COLLEGE DISTRICT  
PURCHASE RECAP  
November 4, 2019**

**PURCHASE REQUESTS AND CONTRACT RENEWALS**

Purchase Request #1		
Method of Procurement for Maritime Expansion (pg. 2)	\$	-
 Purchase Request #2		
Purchase Modular Fire Trainer (pgs. 3-4)		310,000
 Purchase Request #3		
Method of Procurement for CPET Extended Site Development (pgs. 5-6)		-
 Purchase Request #4		
Contract for Direct Digital Controls Network Upgrades, Package IV (pgs. 7-8)		246,221
 Purchase Request #5		
Purchase Laundry Equipment for North and South Cosmetology Centers (pg. 9)		128,500
 Purchase Request #6		
Renew Contracts for Temporary Personnel Services (pgs. 10-11)		2,000,000
 Purchase Request #7		
Renew Contracts for Promotional Items (pg. 12)		300,000
 Purchase Request #8		
Renew Contracts for Printing Collaterals (pgs. 13-14)		235,000
 Purchase Request #9		
Additional Funds for Carpet and Flooring Services (pgs. 15-16)		250,000
 Purchase Request #10		
Approval of GMP for Central Campus Davison Renovation (pgs. 17-18)		<u>9,906,083</u>
 <b>TOTAL OF PURCHASE REQUESTS</b>		<b><u><u>\$ 13,375,804</u></u></b>

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the Competitive Sealed Proposal (CSP) methodology for the Maritime and Fire Technology Programs expansion project.

**BACKGROUND**

The Board approved the relocation of the Fire Protection Technology Program to the Maritime Campus and expansion of the Maritime Program Fire Fighting capabilities in March 2019.

The CSP construction procurement methodology has proven to be effective for projects of this size and complexity and is recommended for this project. The procurement package will include the specifications and plans prepared by IBI Architects from which interested firms can prepare their proposal in response to the solicitation issued in accordance with the Texas Government Code, Section 2269.151.

**IMPACT OF THIS ACTION**

This action will provide the mechanism to allow the College to publicly solicit, select, and procure construction services to complete the Maritime and Fire Protection expansion project.

**BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)**

The estimated cost of construction for this project is \$1,100,000. These expenditures will be funded from the 2015 Bond Program.

**MONITORING AND REPORTING TIMELINE**

Solicitation and construction of this project is estimated to be completed by August 2020. Following selection of a contractor, a contract award will be brought to the Board for consideration and approval.

Design and construction will be monitored by the College's Facilities Services and Construction personnel. Program management will be provided by Rizzo and Associates.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

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**Purchase Request #2**  
**Regular Board Meeting November 4, 2019**  
**Consideration of Approval to Purchase Modular Fire Trainer**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the purchase of a modular fire trainer from Safeware, Inc. for the Maritime and Fire Protection Technology programs.

**BACKGROUND**

The Board approved the relocation of the Fire Protection Technology Program to the Maritime Campus in March 2019. The consolidation of firefighting equipment and sharing of technical knowledge between the Maritime and Fire Protection Technology programs has increased the quality of training for students while reducing the total cost of necessary equipment repairs and inspections.

The next phase of the project is the purchase and installation of a modular fire trainer. This trainer will completely support the training needs of five current United States Coast Guard and International Convention on Standards of Training, Certification and Watchkeeping for Seafarers approved maritime courses. The fire trainer will also provide Fire Protection Technology students the opportunity to confront real flames, extreme heat, severely restricted visibility, and dense smoke.

Safeware, Inc. has a contract through the U.S. Communities cooperative contracts program to provide the modular fire trainer, Contract Number 4400008468, and complies with the competitive procurement requirement in Section 44.031 of the Texas Education Code as allowed through Section 791.011(g) of the Texas Government Code.

**IMPACT OF THIS ACTION**

The modular fire trainer will provide real, on-location firefighting training for Maritime and Fire Protection Technology students and may allow for an increase in the level of corporate training conducted. Providing an on-campus fire training option will ease the logistical burden of transporting students to and from a fire field and also reduce the cost of fire field rentals currently required for this type of realistic skills training for the Maritime program.

**BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)**

The expenditure for this request will be approximately \$310,000 and will be funded from the 2015 Bond Program.

**MONITORING AND REPORTING TIMELINE**

This purchase will be monitored by San Jacinto College Capital Projects personnel. Program management will be provided by Rizzo and Associates.

**Purchase Request #2**  
**Regular Board Meeting November 4, 2019**  
**Consideration of Approval to Purchase Modular Fire Trainer**

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

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## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the Competitive Sealed Proposal (CSP) methodology for completion of the Central Campus LyondellBasell Center for Petrochemical, Energy, and Technology (CPET) Extended Site Development project.

## **BACKGROUND**

The Central Campus site master plan includes a new access road connecting Fairmont Parkway with the College's new LyondellBasell CPET facility. With completion of the main building and commencement of instruction, resources are available to be allocated to complete the extended site development project.

The CSP construction procurement methodology has proven to be effective for projects of this size and complexity and is recommended for this project. The procurement package will include specifications and plans prepared by Brooks and Sparks, Inc. from which interested firms can prepare their proposal in response to the solicitation issued in accordance with the Texas Government Code, Section 2269.151.

## **IMPACT OF THIS ACTION**

This action will provide the mechanism to allow the College to publicly solicit, select, and procure construction services to complete the construction of the proposed access roadway.

## **BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)**

The estimated cost of construction for this project is \$500,000. These expenditures will be funded from the 2015 Bond Program.

## **MONITORING AND REPORTING TIMELINE**

Solicitation and construction of this project is estimated to be completed by July 2020. Following selection of a contractor, a contract award will be brought to the Board for consideration and approval.

Design and construction will be monitored by the College's Capital Projects personnel. Program management will be provided by Rizzo and Associates.

## **ATTACHMENTS**

None

**Purchase Request #3  
Regular Board Meeting November 4, 2019  
Consideration of Approval of Method of Procurement for  
CPET Extended Site Development**

**RESOURCE PERSONNEL**

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**Purchase Request #4**  
**Regular Board Meeting November 4, 2019**  
**Consideration of Approval of a Contract for**  
**Direct Digital Controls Network Upgrades, Package IV**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve a contract with Siemens Industry, Inc. (Siemens) to provide equipment and installation for Package IV of a building automation and energy management system upgrade project.

**BACKGROUND**

The College's direct digital control (DDC) system provides two primary benefits. The first is to allow remote electronic control of air conditioning and other critical utility systems across all campuses from any location via an internet connection. This saves labor, time, and expense by eliminating the need for College personnel to travel to each building or plant location to make operational corrections. The second benefit is the ability to balance building comfort with minimal energy usage. This would be essentially impossible without a central DDC system.

The installation and upgrades to the DDC system will be completed by Siemens, as they are the sole supplier for the building automation system currently installed in the campus buildings and they are the only authorized provider of upgrade services to the system. Sole source number 1484 has been assigned. Siemens has a contract through the General Services Administration cooperative contracts program to provide facilities control and automation materials, installation and related services, Contract Number GS-07F-217CA, which complies with the competitive procurement requirement in Section 44.031 of the Texas Education Code and permitted through Section 791.001(g) of the Texas Government Code.

**IMPACT OF THIS ACTION**

The scope of this project includes physical components and upgrades to the DDC systems at South Campus Buildings S7, S9, and S11. The targeted locations undergoing repairs were identified as being either outdated or working at restricted capacity. The proposed upgrades will provide the necessary control capacity required to allow the system to operate at its optimum performance.

**BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)**

The expenditure for this request is \$246,221. The entire DDC upgrade project budget is \$2,321,220. This expenditure will be funded from the 2015 Bond Program.

**MONITORING AND REPORTING TIMELINE**

These services are estimated to be completed within three hundred (300) calendar days from issuance of contract. This project will be monitored by the College's Capital Projects personnel. Program management will be provided by AECOM. ACR Engineering will provide contract administration services as required for the implementation of work.

**Purchase Request #4  
Regular Board Meeting November 4, 2019  
Consideration of Approval of a Contract for  
Direct Digital Controls Network Upgrades, Package IV**

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

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**Purchase Request #5**  
**Regular Board Meeting November 4, 2019**  
**Consideration of Approval to Purchase Laundry Equipment for**  
**North and South Cosmetology Centers**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the purchase of laundry equipment required for the new cosmetology centers on North and South campuses.

**BACKGROUND**

The 2015 Bond Program includes new cosmetology facilities at the North and South campuses. New facilities require program-specific equipment relevant to the student courses housed within the buildings. Washers and dryers are required in the cosmetology programs to dry towels and other washable items used in the courses.

The laundry equipment will be purchased from Scott Equipment utilizing the BuyBoard cooperative contracts program, Contract Number 518-16. This contract complies with the competitive procurement requirements in Section 44.031 of the Texas Education Code and is permitted through Section 791.011(g) of the Texas Government Code.

**IMPACT OF THIS ACTION**

Approval for the funding and purchase of the required items will give the cosmetology programs the capability and efficiency of washing and drying towels and other like items to reuse in the salons. Three high efficiency soft mount washer-extractors with bases, three sets of express stack dryers, and three custom troughs will be purchased for North Campus program. Four high efficiency express washer-extractors with bases and four sets of express stack dryers will be purchased for South Campus program.

**BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)**

The expenditure for these requests is \$128,500 and will be funded from the 2015 Bond Program.

**MONITORING AND REPORTING TIMELINE**

Delivery of equipment is intended for the first week of January 2020. This purchase will be monitored by the College's Capital Projects personnel. Program management will be provided by AECOM.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Chuck Smith	281-998-6341	charles.smith@sjcd.edu
Randi Faust	281-998-6348	randi.faust@sjcd.edu
Gwen Henderson	281-998-6326	gwen.henderson@sjcd.edu

**Purchase Request #6**  
**Regular Board Meeting November 4, 2019**

**Consideration of Approval to Renew Contracts for Temporary Personnel Services**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees renew the contracts for temporary personnel services with Meador Staffing Services and 22nd Century Technologies, Inc.

**BACKGROUND**

A request for proposals, Project Number 16-25, was issued in September 2016 to procure temporary personnel services on an as-needed basis for the College. The Board approved the original contracts with Meador Staffing and 22<sup>nd</sup> Century Technologies, Inc. in November 2016.

The College utilizes multiple temporary staffing firms in order to ensure there are adequate resources available to meet the needs of each department. Meador Staffing Services was selected as a firm that specializes in general and administrative staffing needs. 22nd Century Tech specializes in technical needs for the Information Technology department as well as other departments requiring individuals with specialized skill sets.

**IMPACT OF THIS ACTION**

The College's ability to be a leader in the higher education arena is directly related to the level of service provided to our students and employees. Temporary personnel services provide the College with quicker access to trained and qualified employees who can perform job duties on an "as needed" basis. These services are needed primarily during staffing shortages or instances when additional short-term staffing is required, such as campus registration to ensure there is no disruption of services. The College has no established minimum number of work hours for temporary personnel.

**BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)**

The estimated annual expenditure for this request is \$2,000,000. This expenditure will be funded from fiscal year 2019-2020 departmental operating budgets, and subsequent year budgets as approved.

**MONITORING AND REPORTING TIMELINE**

This renewal will exercise the third of four (4) one-year renewal options available. The new contract term will be December 1, 2019 through November 30, 2020.

**ATTACHMENTS**

None

**Purchase Request #6**  
**Regular Board Meeting November 4, 2019**

**Consideration of Approval to Renew Contracts for Temporary Personnel Services**

**RESOURCE PERSONNEL**

Sandra Ramirez	281-991-2648	sandra.ramirez@sjcd.edu
Allen Bourque	281-922-3494	allen.bourque@sjcd.edu
Randi Faust	281-998-6348	randi.faust@sjcd.edu
Gwen Henderson	281-998-6326	gwen.henderson@sjcd.edu

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees renew the contracts with Brand IQ, Boundless Network, J. Harding, and Popular Embroidery for promotional items, screen printed apparel, and embroidered apparel.

**BACKGROUND**

A request for proposals, Project Number 16-03, was issued in November 2015 to procure promotional items for the College. In December 2015, the Board approved the original contracts with Brand IQ, Boundless Network, J. Harding, and Popular Embroidery.

All four vendors have exhibited satisfactory records of service, provided high-quality logoed apparel, printing, and have an assortment of promotional items accessible to meet departments' needs throughout the College. Awarding multiple contracts has broadened the available options of promotional items from which College departments may choose. Continual access to more than one supplier allows the College to receive more competitive pricing and better overall service.

**IMPACT OF THIS ACTION**

The College orders promotional items and apparel for recruiting events, awards and recognition purposes, as well as for general marketing use. These items help to build College awareness in the community while promoting the College's name. Embroidered apparel displaying the College name or logo are also used for uniform wear or departmental recognition.

**BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)**

The estimated annual expenditure for this request is \$300,000. This expenditure will be funded from various departments' 2019-2020 operating budgets and subsequent year budgets.

**MONITORING AND REPORTING TIMELINE**

This renewal will exercise the fourth of four one-year renewal options available. The new term will be December 15, 2019 through December 14, 2020.

**ATTACHMENTS**

None

**RESOURCE PERSONNEL**

Amanda Fenwick	281-998-6160	amanda.fenwick@sjcd.edu
Janet Cowey	281-991-2603	janet.cowey@sjcd.edu
Patsy Laredo	281-998-6106	patsy.laredo@sjcd.edu

**Purchase Request #8**  
**Regular Board Meeting November 4, 2019**  
**Consideration of Approval to Renew Contracts for Printing Collaterals**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees renew the contracts with Southwest Precision Printers (SWPP) and Chas P. Young for printing collaterals services.

**BACKGROUND**

A request for proposals, Project Number 16-04, was issued in October 2015 to procure printing and delivery of collaterals for the College. In December 2015, the Board approved the original one-year contracts with SWPP and Chas P. Young.

SWPP has exhibited a highly satisfactory record of service with the College. SWPP provides a single contact person, high quality printing, and web-based software allowing the College to upload and proof files electronically. SWPP operates 24 hours, 7 days a week, and responds commendably to all of the College's printing needs for both advanced and short notice orders.

Chas P. Young is a secondary resource for printing collaterals services. They provide high quality printing at comparable prices, making them competitive in the market and a good secondary resource for the College.

**IMPACT OF THIS ACTION**

The Marketing department's graphic designers produce more than 500 different projects each year. Of these, approximately 250 are printed marketing collateral pieces used to support departments, programs, events, student enrollment, and the College in general. Examples of printed collateral items provided by these vendors include four-color flyers, event programs, departmental brochures, multi-page annual reports, and handbooks. Printing services is one medium used to communicate information and build awareness in the College's service area.

**BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)**

The estimated annual expenditure for this request is \$235,000. This expenditure will be funded from various departments' 2019-2020 operating budgets and subsequent year budgets.

**MONITORING AND REPORTING TIMELINE**

This renewal will exercise the fourth of four one-year renewal options available. The new term will be December 15, 2019 through December 14, 2020.

**ATTACHMENTS**

None

**Purchase Request #8**  
**Regular Board Meeting November 4, 2019**  
**Consideration of Approval to Renew Contracts for Printing Collaterals**

**RESOURCE PERSONNEL**

Amanda Fenwick	281-998-6160	amanda.fenwick@sjcd.edu
Janet Cowey	281-991-2603	janet.cowey@sjcd.edu
Patsy Laredo	281-998-6106	patsy.laredo@sjcd.edu



**Purchase Request #9**  
**Regular Board Meeting November 4, 2019**

**Consideration of Approval of Additional Funds for Carpet and Flooring Services**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve the expenditure of additional funds for the purchase of carpet and flooring services from Texan Floor Service for the Facilities Services department.

**BACKGROUND**

The Facilities Services team has identified several large flooring projects that need to be completed and require the services of our contracted flooring service firm. This request would provide the approval of the expenditure of funds to complete these projects during this fiscal year.

A request for proposal, Project Number 18-11, was issued in May 2018 to procure carpet and flooring services for the Facilities Services department. The Board approved a contract with Texan Floor Service in August 2018.

**IMPACT OF THIS ACTION**

The Facilities Services staff has the ability to perform minor facilities repairs, but services of a qualified contractor are required for larger projects. The selected contractor has been responsive to College's requests and has provided good value in completing repairs, renovations, and flooring projects associated with small remodeling projects.

Properly maintained floors are important for safe operational use of facilities and contribute to the aesthetically pleasing image that the College is committed to maintaining. Failure to maintain appropriate and safe flooring surfaces can lead to unsafe and unsanitary conditions and can impact the perception the public may have about the College's facilities.

**BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)**

In August 2019, the Board approved an expenditure of \$125,000 for carpet and flooring services. This request would increase the total amount approved by \$250,000 to a total of \$375,000. This expenditure will be funded from the Facilities Services department's 2019-2020 operating budget.

**MONITORING AND REPORTING TIMELINE**

None

**ATTACHMENTS**

None

**Purchase Request #9**  
**Regular Board Meeting November 4, 2019**

**Consideration of Approval of Additional Funds for Carpet and Flooring Services**

**RESOURCE PERSONNEL**

Bryan Jones	281-998-6343	bryan.jones@sjcd.edu
Ron Andell	281-542-2016	ron.andell@sjcd.edu
Randi Faust	281-998-6348	randi.faust@sjcd.edu
Genie Freeman-Scholes	281-998-6349	genevieve.scholes@sjcd.edu

**Purchase Request #10**  
**Regular Board Meeting November 4, 2019**  
**Consideration of Approval of Guaranteed Maximum Price**  
**for Central Campus Davison Renovation**

**ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees authorize the Chancellor or her designee to approve a Guaranteed Maximum Price (GMP) for renovation of the Central Campus Davison Building. During review and negotiation of the full GMP, the administration recommends approval to issue a Limited Notice to Proceed.

**BACKGROUND**

In September 2019, the Board approved a contract with Brookstone, LP for Construction Manager-at-Risk (CMR) services for Project 19-29, Central Campus Davison Renovation. Brookstone is currently providing preconstruction services, including constructability and cost estimating services to the owner and design team.

Due to an accelerated schedule for this project, Brookstone is initiating the abatement of hazardous materials coincident with solicitation of bid packages for the larger renovation. In order to advance construction in accordance with the timeline approved by the Board of Trustees, a Limited Notice to Proceed with work valued at up to 20 percent of the budgeted construction value will be issued while the GMP is being negotiated and finalized. Any subcontracts awarded by the contractor under this authority shall comply with Chapters 2258 and 2269 of the Texas Government Code regarding prevailing wage rates and the review of bids and proposals, respectively.

**IMPACT OF THIS ACTION**

Approval of this action will authorize the Chancellor to approve the GMP for this project and allow work to begin on abatement and demolition of selected portions of the Davison Building while solicitations are in progress for the remaining work.

**BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)**

The GMP for this project will be for an amount not to exceed \$9,906,083. The Limited Notice to Proceed will not exceed \$2,000,000. The project will be funded from the 2015 Bond Program.

**MONITORING AND REPORTING TIMELINE**

This purchase will be monitored by San Jacinto College Capital Projects personnel. Program management will be provided by AECOM.

**ATTACHMENTS**

None

**Purchase Request #10**  
**Regular Board Meeting November 4, 2019**  
**Consideration of Approval of Guaranteed Maximum Price**  
**for Central Campus Davison Renovation**

**RESOURCE PERSONNEL**

Chuck Smith	281-998-6341	charles.smith@sjcd.edu
Randi Faust	281-998-6348	randi.faust@sjcd.edu
Karen Irving	281-998-6327	karen.irving@sjcd.edu

**Item "A"**  
**Regular Board Meeting November 4, 2019**  
**Approval of the Minutes for the October 7, 2019**  
**Board Workshop and Regular Board Meeting**

**RECOMMENDATION**

The Chancellor requests that the Board of Trustees approve the minutes for the October 7, 2019, Board Workshop and Regular Board Meeting.

**San Jacinto College District Board Workshop  
October 7, 2019  
District Administration Building, Suite 201**

**MINUTES**

	<b>Board Workshop Attendees:</b>	<b>Board Members:</b> Erica Davis Rouse, Marie Flickinger, Dan Mims, John Moon, Jr., Keith Sinor, Dr. Ruede Wheeler, Larry Wilson <b>Chancellor:</b> Brenda Hellyer <b>Other:</b> Allatia Harris, Sandra Ramirez, Mandi Reiland, Laurel Williamson, and Teri Zamora
	<b>Agenda Item:</b>	<b>Discussion/Information</b>
<b>I.</b>	<b>Call the Meeting to Order</b>	Board Chair, Marie Flickinger, called the workshop to order at 5:15 p.m.
<b>II.</b>	<b>Roll Call of Board Members</b>	Marie Flickinger, Erica Davis Rouse, Dan Mims, John Moon, Jr., Keith Sinor, Dr. Ruede Wheeler, Larry Wilson
<b>III.</b>	<b>Adjournment to closed or executive session pursuant to Texas Government Code Section 551.071 and 551.074 of the Texas Open Meetings Act, for the following purposes: Legal Matters and Personnel Matters,</b>	Adjourned to closed session at 5:16 p.m.  Brenda Hellyer and Sandra Ramirez were present for portions of the closed session.  <ul style="list-style-type: none"> <li>a. Legal Matters - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.</li> <li>b. Personnel Matters - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. <ul style="list-style-type: none"> <li>• Chancellor Evaluation</li> <li>• Other Personnel Matters</li> </ul> </li> </ul> It was determined that there were no legal matters to discuss during this executive session.
<b>IV.</b>	<b>Reconvene in Open Meeting</b>	Reconvened in open meeting at 6:32 p.m.
The following items are listed in the order they were posted on the agenda. Items were reviewed in the workshop out of order.		

<p><b>V.</b></p>	<p><b>Discussion of Property Tax Relief Options</b></p>	<p>Teri Zamora explained that this is additional information regarding property tax relief for homeowners over 65 years of age. There was recently a citizen that spoke to the Board regarding this topic at the public budget hearing on September 24, 2019.</p> <p>She reviewed the four types of relief for homeowners over 65. Those types are:</p> <ul style="list-style-type: none"> <li>• Exemption of additional amounts applied to taxable valuation. San Jacinto College exemption amount is \$127,500.</li> <li>• School tax ceiling to keep taxes from ever increasing. San Jacinto College does not currently offer this.</li> <li>• Tax deferral to stop collection of taxes until sale of the property. San Jacinto College is required to accept this.</li> <li>• Tax payments spread over a year and paid in four installments without penalty or interest. San Jacinto College is required to accept this.</li> </ul> <p>Teri reviewed the tax exemption amounts for local area jurisdictions in comparison to San Jacinto College. She also reviewed the costs of property tax relief for over 65 and disabled homeowners.</p> <p>No additional follow-up was requested by the Board.</p>
<p><b>VI.</b></p>	<p><b>Update on San Jac Promise</b></p>	<p>Brenda Hellyer explained that the rollout of the program is being delayed. There will be an update to the Board at the December workshop.</p>
<p><b>VII.</b></p>	<p><b>Update on Deactivation of the Kinesiology AA degree (1KINE)</b></p>	<p>Laurel Williamson provided an update on the deactivation of the Kinesiology AA degree (1KINE). She explained that transferability of the Physical Education courses is limited to elective status and generally does not apply toward the degree at the university. Students seeking a Bachelor of Science in Kinesiology would better maximize transferability by acquiring an Associate of Science degree at San Jacinto College.</p> <p>She stated that in keeping with San Jacinto College’s commitment to student success, students with the Kinesiology major will be contacted directly and advised of the decision and options for completion. The College will provide enrolled students with a list of Physical Education course offerings each semester. Future students</p>

		<p>will not be allowed to declare the Kinesiology major starting fall 2019.</p> <p>This program and degree may be reconsidered in the future, but at this time, the recommendation is to deactivate the degree.</p> <p>Keith Sinor asked how many students are currently enrolled in the program.</p> <p>Brenda responded that there are 165 students. Laurel explained that there are students at Central, North, and South.</p>
<b>VIII.</b>	<b>Review Memorandums of Understanding with Independent School Districts for Dual Credit</b>	<p>Brenda explained that the action item for this evening recommends the Board approve Memorandums of Understanding (MOU) between San Jacinto Community College District and the following Independent School Districts (ISD): Channelview ISD, Deer Park ISD, Galena Park ISD, La Porte ISD, Pasadena ISD, Sheldon ISD, Clear Creek ISD, Pearland ISD, Houston ISD and Crosby ISD, in order to further the College's Dual Credit Program Goals which are set forth in each MOU.</p> <p>The current MOU's are outdated and these proposed new MOU's address changes from the Texas Education Agency, Texas Higher Education Coordinating Board, and the recent legislative sessions. These agreements are for five years.</p> <p>Brenda reviewed an example of the MOU's and stated each of the College's proposed dual credit goals that will be included as an exhibit in the MOU's.</p> <p>Brenda met with each of the local ISD superintendents over the summer to discuss dual credit and other items.</p> <p>Separate MOUs governing the operation of Dual Credit programs at private schools and also of Early College High Schools with local ISDs will be brought forward at a later date.</p>
<b>IX.</b>	<b>Review of ACCT Leadership Congress Activities</b>	<p>Brenda reviewed the activities for the upcoming ACCT Leadership Congress.</p> <p>The group agreed that Erica Davis Rouse and John Moon, Jr. will serve as the voting delegates.</p>



<b>X.</b>	<b>Review of Calendar</b>	Brenda reviewed the calendar with the Board.
<b>XI.</b>	<b>General Discussion of Meeting Items</b>	Brenda asked if there were any items from the meeting agenda that the members would like to review.  None were noted.
<b>XII.</b>	<b>Adjournment</b>	Workshop adjourned at 6:52 p.m.

**San Jacinto College District  
Regular Board Meeting Minutes**

**October 7, 2019**

**The Board of Trustees of the San Jacinto Community College District met at 7:00 p.m., Monday, October 7, 2019, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas, for the Regular Board Meeting.**

**Board of Trustees:** Erica Davis Rouse, Assistant Secretary  
Marie Flickinger, Chair  
Dan Mims  
John Moon, Jr., Vice Chair  
Keith Sinor, Secretary  
Dr. Ruede Wheeler  
Larry Wilson

**Chancellor:** Brenda Hellyer

**Others Present:**

J. Todd Allison	Ruth Keenan
Joshua Banks	Tami Kelly
Marsha Bowden	Ann Kokx-Templett
Lynne Brandt	Robert Merino
Michelle Callaway	Alexander Okwonna
Pam Campbell	Pat Pollard
Janet Cowey	Bill Raffetto
Teri Crawford	Sandra Ramirez
William E. Dickerson	Shelley Rinehart
Destry Dokes	Martha Robertson
Chris Duke	Denise Segelquist
Teddy Farias	Shawn Silman
Robert Flynn	Danny Snooks
Scott Gernander	Randy Snyder
Rebecca Goosen	Rob Stanicic
Jim Griffin	Janice Sullivan
Torrie Hardcastle	Andrea Vasquez
Allatia Harris	Niki Whiteside
Rosie Helms	Laurel Williamson
Mini Izaguirre	Teri Zamora
Bryan Jones	

<b>Call the Meeting to order:</b>	Chair Marie Flickinger called the Regular Meeting of the Board of Trustees to order at 7:02 p.m.
<b>Roll Call of Board Members:</b>	Erica Davis Rouse Dan Mims John Moon, Jr. Keith Sinor Dr. Ruede Wheeler Larry Wilson
<b>Invocation and Pledges to the Flags:</b>	The invocation was given by Dr. Alexander Okwonna. The pledges to the American flag and the Texas flag were led by Keith Sinor.
<b>Special Announcements, Recognitions, Introductions, and Presentations:</b>	<ol style="list-style-type: none"> <li>1. Teri Zamora recognized the Fiscal Affairs Department for Receiving the Certificate of Achievement for Excellence in Financial Reporting.</li> <li>2. Shawn Silman, Lynne Brandt, and Randy Snyder presented an update on the San Jacinto College Fine Arts Council.</li> </ol>
<b>Student Success Presentations:</b>	<ol style="list-style-type: none"> <li>1. Robert Merino presented an overview of Financial Aid and Scholarships at San Jacinto College.</li> </ol>
<b>Communications to the Board:</b>	<ol style="list-style-type: none"> <li>1. A thank you was sent to the Board from Deborah Anderson for the plant sent in memory of her mother.</li> <li>2. A copy of the October Opportunity News was distributed.</li> </ol>
<b>Hearing of Such Citizens or Groups of Citizens Desiring to be Heard Before the Board:</b>	There were no citizens desiring to be before the Board of Trustees.
<b>Informative Reports:</b>	<p>Chair Marie Flickinger indicated such reports were in the Board documents and online.</p> <ol style="list-style-type: none"> <li>A. San Jacinto College Financial Statements</li> <li>B. San Jacinto College Foundation Financial Statements</li> <li>C. Capital Improvement Program</li> <li>D. San Jacinto College Building Committee Minutes</li> </ol>
<b>Motion 9988 Consideration of Approval of Amendment to</b>	Motion was made by John Moon, Jr., seconded by Dr. Ruede Wheeler for approval of Amendment to the 2019-2020 Budget for Restricted Revenue and Expenses Relating to Federal and State Grants.

**the 2019-2020  
Budget for  
Restricted  
Revenue and  
Expenses  
Relating to  
Federal and  
State Grants**

**Motion Carried.**

**Yeas:** Davis Rouse, Mims, Moon, Jr., Sinor, Wheeler, Wilson

**Nays:** None

**Motion 9989  
Consideration of  
Approval of  
Policy  
III.3006.C,  
Animals on  
College Property  
– Second  
Reading**

Motion was made by Larry Wilson, seconded by Erica Davis Rouse, for approval of Policy III.3006.C, Animals on College Property – Second Reading.

**Motion Carried.**

**Yeas:** Davis Rouse, Mims, Moon, Jr., Sinor, Wheeler, Wilson

**Nays:** None

**Motion 9990  
Consideration of  
Approval of  
Policy  
III.3001.E,  
Budget  
Preparation –  
Second Reading**

Motion was made by Dan Mims, seconded by Keith Sinor, for approval of Policy III.3001.E, Budget Preparation – Second Reading.

**Motion Carried.**

**Yeas:** Davis Rouse, Mims, Moon, Jr., Sinor, Wheeler, Wilson

**Nays:** None

**Motion 9991  
Consideration of  
Approval of  
Policy  
III.3007.B,  
Contract  
Authority –  
Second Reading**

Motion was made by Keith Sinor, seconded by Dr. Ruede Wheeler, for approval of Approval of Policy III.3007.B, Contract Authority – Second Reading.

**Motion Carried.**

**Yeas:** Davis Rouse, Mims, Moon, Jr., Sinor, Wheeler, Wilson

**Nays:** None

**Motion 9992  
Consideration of  
Adoption of Ad  
Valorem  
Property Tax  
Rate**

Motion was made by John Moon, Jr., seconded by Larry Wilson for adoption of Ad Valorem Property Tax Rate. An individual voice vote was taken.

**Motion Carried.**

**Yeas:** Davis Rouse, Flickinger, Mims, Moon, Jr., Sinor, Wheeler, Wilson

**Nays:** None

- Motion 9993**      Motion was made by Erica Davis Rouse, seconded by Keith Sinor for approval of Interlocal Agreements with Independent School Districts for a STEM Grant.
- Consideration of Approval of Interlocal Agreements with Independent School Districts for a STEM Grant**      **Motion Carried.**
- Yeas:** Davis Rouse, Mims, Moon, Jr., Sinor, Wheeler, Wilson  
**Nays:** None
- Motion 9994**      Motion was made by Dr. Ruede Wheeler, seconded by John Moon, Jr. for approval of Interlocal Agreement with City of Seabrook.
- Consideration of Approval of Interlocal Agreement with City of Seabrook**      **Motion Carried.**
- Yeas:** Davis Rouse, Mims, Moon, Jr., Sinor, Wheeler, Wilson  
**Nays:** None
- Motion 9995**      Motion was made by Dan Mims, seconded by Dr. Ruede Wheeler for approval of Acceptance of Electronic Bids or Proposals.
- Consideration of Approval of Acceptance of Electronic Bids or Proposals**      **Motion Carried.**
- Yeas:** Davis Rouse, Mims, Moon, Jr., Sinor, Wheeler, Wilson  
**Nays:** None
- Motion 9996**      Motion was made by John Moon, Jr., seconded by Larry Wilson to approve the issuance of a new employment contract for the Chancellor based on the terms discussed in the closed session of the workshop and to authorize Sandra Ramirez, Vice Chancellor of Human Resources to prepare and finalize the contract based on the same terms.
- Consideration of Approval of Chancellor’s Employment Contract with San Jacinto College District**      **Motion Carried.**
- Yeas:** Davis Rouse, Mims, Moon, Jr., Sinor, Wheeler, Wilson  
**Nays:** None
- Motion 9997**      Motion was made by Keith Sinor, seconded by Larry Wilson for approval to Deactivate the Kinesiology AA degree (1KINE).
- Consideration of Approval to Deactivate the Kinesiology AA degree (1KINE)**      **Motion Carried.**
- Yeas:** Davis Rouse, Mims, Moon, Jr., Sinor, Wheeler, Wilson  
**Nays:** None

**Motion 9998  
Consideration of  
Approval of  
Memorandums  
of  
Understanding  
with  
Independent  
School Districts  
for Dual Credit**

Motion was made by John Moon, Jr., seconded by Erica Davis Rouse for approval of Memorandums of Understanding with Independent School Districts for Dual Credit.

**Motion Carried.**

**Yeas:** Davis Rouse, Mims, Moon, Jr., Sinor, Wheeler, Wilson  
**Nays:** None

**Motion 9999  
Consideration of  
Purchasing  
Requests**

Motion was made by Dr. Ruede Wheeler, seconded by Dan Mims, for approval of the purchasing requests.

Purchase Request #1 Contract for Construction Manager at Risk for Central Campus Classroom Building	\$45,000
Purchase Request #2 Contract for Underground Electrical Utility Services for Generation Park	200,200
Purchase Request #3 Additional Funds for the South Campus Longenecker Building (S8) Roof Replacement	319,500
Purchase Request #4 Purchase Graduation Event License	69,600
Purchase Request #5 Additional Funds for Asphalt and Concrete Paving and Parking Lot Striping Services	90,000
Purchase Request #6 Purchase Budget Preparation and Management Software and Services	<u>190,000</u>
<b>TOTAL OF PURCHASE REQUESTS</b>	<b>\$914,300</b>

**Motion Carried.**

**Yeas:** Davis Rouse, Mims, Moon, Jr., Sinor, Wheeler, Wilson  
**Nays:** None

**Motion 10000  
Consent Agenda**

Motion was made by Larry Wilson, seconded by Keith Sinor, to approve the consent agenda.

- A. Approval of the Minutes for the September 9, 2019 Board Workshop and Regular Board Meeting
- B. Approval of the Minutes for the September 24, 2019 Public Hearing
- C. Approval of the Minutes for the September 27, 2019 Public Hearing
- D. Approval of the Budget Transfers
- E. Approval of Personnel Recommendations, Extra Service Agreements (ESA), and Course Development Contracts
- F. Approval of the Affiliation Agreements
- G. Approval of the Next Regularly Scheduled Meeting

**Motion Carried.**

**Yeas:** Davis Rouse, Mims, Moon, Jr., Sinor, Wheeler, Wilson

**Nays:** None

**Items for  
Discussion/  
Possible Action**

There were no additional items discussed.

**Adjournment:** Meeting Adjourned at 7:37 p.m.

## **ADMINISTRATION RECOMMENDATION/REPORT**

The administration recommends that the Board of Trustees approve budget transfers for 2019-2020 which have been made in accordance with State accounting procedures.

### **BACKGROUND**

Adoption of the budget by the Board of Trustees prior to September 1 of each year serves as the authorization to expend funds for the next fiscal year. The budget is adopted by functional classification (or cost elements: Instruction, Academic Support, Student Services, Institutional Support, and Operation and Maintenance of Plant) as defined by the National Association of College and University Business Officers (NACUBO). Realizing that the budget is a living document that reflects the evolving needs of the College in terms of meeting goals and objectives, occasional movement of budgeted funds between cost elements is desirable and warranted. The budget transfers under consideration represent previously authorized expenditures that are requested to be reclassified from one cost element to another cost element.

### **IMPACT OF THIS ACTION**

Approval of the budget transfers will allow the College to more effectively utilize existing resources in fulfilling its instructional objectives.

### **BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)**

This request is a reclassification of existing authorizations.

### **MONITORING AND REPORTING TIMELINE**

None

### **ATTACHMENTS**

Attachment 1 – Budget Transfers

### **RESOURCE PERSONNEL**

Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
Dianne Duron	281-998-6347	dianne.duron@sjcd.edu



SAN JACINTO COLLEGE DISTRICT  
 Budget Transfers For The November 4, 2019 Board Meeting  
 Fiscal Year 2019 - 2020

ELEMENT OF COST	DEBIT	CREDIT
INSTRUCTION	\$ 600	\$ 1,694
PUBLIC SERVICE	\$ -	\$ -
ACADEMIC SUPPORT	\$ 12,432	\$ 5,938
STUDENT SERVICES	\$ 1,500	\$ 2,028
INSTITUTIONAL SUPPORT	\$ 4,746	\$ 7,650
PHYSICAL PLANT	\$ 1,215	\$ 3,182
AUXILIARY ENTERPRISES	\$ -	\$ -
	<b>\$ 20,493</b>	<b>\$ 20,493</b>

**RECOMMENDATION**

The administration recommends that the Board of Trustees approve the following Affiliation Agreements:

**Central Campus**

Department

Eye Care Technology Program

Affiliation Entity

Outlook Eye & Laser Center

Medical Laboratory Technology Program

The Methodist Hospital/Houston Methodist  
Baytown Hospital

**South Campus**

Department

Occupational Therapy Assistant Program

Affiliation Entity

Sunshine Center

Occupational Therapy Assistant Program

Distinct Abilities Academic Program

Occupational Therapy Assistant Program

Aveanna Healthcare LLC and Subsidiaries

Nursing, Occupational Therapy and Physical  
Therapy Programs

Texas Woman’s University

**North Campus**

Department

Medical Assisting Program

Affiliation Entity

Channelview ISD

Healthcare Information Technology and  
Health Information Management Programs

OakBend Medical Center

Nursing Program  
(Amendment)

Galena Park ISD

Healthcare Information Technology and  
Health Information Management Programs

Berkeley Eye Institute, PA

**RATIONALE**

The Affiliation Agreements were reviewed by the College’s external legal counsel.

**FISCAL IMPLICATIONS TO THE COLLEGE**

N/A

**Item "D"**  
**Regular Board Meeting November 4, 2019**  
**Approval of the Affiliation Agreements**

**CONTACT PERSONNEL**

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**Item "E"**  
**Regular Board Meeting November 4, 2019**  
**Approval of the Next Regularly Scheduled Meeting**

**RECOMMENDATION**

The next regularly scheduled meeting of the Board of Trustees will be Monday, December 2, 2019.