

***Board of Trustees
Meeting***

October 2, 2023

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

The Board of Trustees of the San Jacinto Community College District will meet for a Board workshop at 4:15 p.m., Monday, October 2, 2023, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

The live-stream of this meeting can be accessed as follows:

www.sanjac.edu/board-meeting-videos

The open portions of this meeting will be recorded and made available to the public on the College's website.

**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. Review and Discussion of Annual Internal Audit Report and Plan

A. Summary of FY 2022-2023 Internal Audit Work

B. Proposed FY 2023-2024 Audit Plan

VI. Overview of Title IX Compliance and Training

VII. Review Recommendation to Offer a Bachelor of Applied Technology Degree in Information Technology with an Emphasis in Cybersecurity

VIII. Review Results of Job Evaluation Study

IX. Discuss Changes to Policy and Procedure on Outside Employment

X. Discuss Changes to Employee Relations Policies and Procedures

XI. Review Request for Allocation from Existing 2015 Bond Contingency Funds

XII. Review of Calendar

A. Review of ACCT Leadership Congress Activities and Voting Delegation

XIII. General Discussion of Meeting Items

A. Additional Purchasing Support Documents

XIV. 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.

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, September 29, 2023, this notice was posted to the College’s website, on a bulletin board located at a place convenient to the public at the administrative building of the San Jacinto Community College District, 4624 Fairmont Parkway, Pasadena, Texas, and is readily accessible to the public upon request.

Brenda Hellyer, Ed.D.

September 29, 2023

**NOTICE OF PUBLIC HEARING
BOARD OF TRUSTEES
SAN JACINTO COMMUNITY COLLEGE DISTRICT**

The Board of Trustees of the San Jacinto College Community District will meet for a public tax hearing at 7:00 p.m., Monday, October 2, 2023, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

**PUBLIC HEARING
AGENDA**

I. Call the Meeting to Order

II. Presentation on the Proposed Tax Rate

III. Public Comment on Proposed Tax Rate

IV. Announcement of Date, Time, and Place of Board Vote on Tax Rate:

A. Monday, October 2, 2023, directly following the Public Hearing in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, TX 77504

V. Adjournment

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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 for a regularly scheduled Board meeting immediately following the public tax hearing on Monday, October 2, 2023, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

The live-stream of this meeting can be accessed as follows:

www.sanjac.edu/board-meeting-videos

An electronic copy of the agenda packet is available on the College's website as follows:

www.sanjac.edu/about/board-trustees/#Board_of_trustees_meetings

Members of the public who desire to address the Board must comply with the following registration procedures:

A link to a public comments form is available at: www.sanjac.edu/request-speak-to-board

The form must be completed prior to 11:00 a.m. on October 2, 2023. After completion of the form, the requestor will be contacted with further instructions. Registered participants will be allotted five minutes to address the Board of Trustees during the "Public Comment" portion of the meeting.

Discussion shall be addressed to the Board Chair and the entire membership of the Board.

Discussion shall be limited solely to the matter indicated on the request form. Members of the Board of Trustees and/or administration may not comment or deliberate during a public comment period at the meeting except to state that the Chancellor or designee may follow-up, when appropriate.

The open portions of this meeting will be recorded and made available to the public on the College's website.

Any questions regarding this meeting notice can be directed to Mandi Reiland, Manager of Executive Operations for the Chancellor and Board of Trustees at mandi.reiland@sjcd.edu.

**BOARD MEETING
AGENDA**

I. Call the Meeting to Order

II. Roll Call of Board Members

III. Moment of Silence, Invocation, and Pledge to the Flags

IV. Special Announcements, Recognitions, Introductions, and Presentations

A. Recognition of Teri Zamora for Receiving the Outstanding Chief Business Officer Award from the Community College Business Officers

Presenter: Brenda Hellyer

V. Student Success Presentations

VI. Communications to the Board of Trustees

VII. Public Comment

VIII. Informative Reports to the Board

- A. San Jacinto College Financial Statements**
 - 1. San Jacinto College Monthly Financial Statements August 2023
 - 2. San Jacinto College Monthly Investment Report August 2023
 - 3. San Jacinto College Quarterly Investment Report June - August 2023
- B. San Jacinto College Foundation Financial Statements**
- C. Capital Improvement Program**

ACTION ITEMS

IX. Consideration of Adoption of Ad Valorem Property Tax Rate

X. Consideration of Approval of Amendment to the 2023-2024 Budget for Restricted Revenue and Expenses Relating to Federal and State Grants

XI. Consideration of Approval of the Bachelor of Applied Technology Degree in Information Technology with an Emphasis in Cybersecurity

XII. Consideration of Approval of the Education Aide Optional Tuition Exemption for Fiscal Year 2024

XIII. Adopt a Resolution Authorizing The Issuance of San Jacinto Community College District Combined Fee Revenue Bonds; Setting Certain Parameters For The Bonds; Authorizing The Vice Chancellor of Fiscal Affairs to Approve the Amount, the Interest Rate, Price, Including the Terms Thereof and Certain Other Procedures and Provisions Related Thereto

XIV. Consideration of Approval of Memorandum of Understanding with Sheldon ISD to Establish a Pathways to Technology Early College High School

XV. Consideration of Approval of Policy IV.4003.C, Outside Employment – First Reading (Informational Item)

XVI. Consideration of Approval of Employee Relations Related Policies - First Reading (Informational Item)

PURCHASING REQUESTS

XVII. Consideration of Purchasing Requests

CONSENT AGENDA

XVIII. 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 September 11, 2023, Workshop and Regular Board Meeting**
- B. Approval of the Budget Transfers**
- C. Approval of Personnel Recommendations and Extra Service Agreements**
- D. Approval of the Affiliation Agreements**
- E. Approval of the Next Regularly Scheduled Meeting**

XIX. Items for Discussion/Possible Action

(Items removed from the Consent Agenda or items discussed in closed session, will be considered at this time)

XX. 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.

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

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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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Brenda Hellyer, Ed.D.

San Jacinto College Monthly Financial Statements
August 2023

San Jacinto Community College District
Preliminary Statement of Net Position
August 31,

<u>Assets</u>	<u>2023</u>	<u>2022</u>
Current assets:		
Cash and cash equivalents	\$ 63,211,341	\$ 69,367,043
Investments	30,267,447	20,725,702
Accounts receivable - taxes	5,838,707	5,037,790
Accounts receivable	30,250,255	29,998,417
Deferred charges	4,063,388	3,573,842
Inventories	422,438	550,602
Total current assets	<u>134,053,576</u>	<u>129,253,397</u>
Noncurrent assets:		
Restricted cash and cash equivalents	78,141,352	88,217,088
Capital assets, net	717,496,339	716,238,173
Total noncurrent assets	<u>795,637,691</u>	<u>804,455,261</u>
Total assets	<u>929,691,267</u>	<u>933,708,658</u>
Deferred outflows of resources:		
Deferred outflow related to pensions	12,486,706	16,771,450
Deferred outflow related to OPEB	19,256,731	22,616,854
Deferred outflow related to defeased debt	4,554,249	5,500,189
Total deferred outflows of resources	<u>36,297,686</u>	<u>44,888,493</u>
<u>Liabilities</u>		
Current liabilities:		
Accounts payable	11,409,462	12,035,094
Accrued liabilities	2,236,134	1,924,541
Accrued compensable absences and deferred compensation	2,429,062	2,399,843
Deferred revenues	26,998,509	24,637,938
Total current liabilities	<u>43,073,167</u>	<u>40,997,416</u>
Noncurrent liabilities:		
Net pension liability	20,637,425	46,145,705
Net OPEB liability	112,279,723	103,762,700
Bonds and notes payable	659,412,884	669,912,869
Total noncurrent liabilities	<u>792,330,032</u>	<u>819,821,274</u>
Total liabilities	<u>835,403,199</u>	<u>860,818,691</u>
Deferred inflows of resources:		
Deferred inflows related to pensions	25,055,564	7,609,539
Deferred inflows related to OPEB	18,658,275	29,602,310
Deferred Inflows - Lease Receivable	1,382,492	2,451,580
Total deferred inflows of resources	<u>45,096,331</u>	<u>39,663,429</u>
<u>Net assets</u>		
Beginning of year - audited	79,147,476	73,919,642
Current year addition	6,341,947	4,195,389
Total net position	<u>\$ 85,489,424</u>	<u>\$ 78,115,031</u>

The year-end financial statements for August 31, 2023 are not final. They are pending closing adjustments and final audit review which should be complete in mid-December and may impact beginning balances for fiscal year 2023-2024.

San Jacinto Community College District
Preliminary Statement of Revenues, Expenditures and Changes in Net Position
For the Twelve Months Ended August 31, 2023

11 Unrestricted Funds

	Adjusted Budget	Actual (100%)	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/22 Actual
Revenues					
State Appropriations	\$ 41,307,653	\$ 41,307,653	100.00%	\$ 41,307,655	100.00%
Local Taxes - Maintenance & Operations	79,500,000	79,825,250	100.41%	73,300,637	99.20%
Credit Tuition	63,600,000	59,476,401	93.52%	58,617,924	100.00%
Credit Exemptions & Waivers	(8,670,000)	(8,354,003)	96.36%	(7,885,102)	100.00%
Continuing Education					
CPET	525,000	523,576	99.73%	273,931	100.00%
Maritime Transportation	1,500,000	2,139,111	142.61%	1,529,318	100.00%
Continuing Professional Development (CPD)	6,000,000	5,769,327	96.16%	5,141,180	100.00%
Continuing Education Exemptions & Waivers	(72,000)	(61,130)	84.90%	(44,575)	100.00%
Bad Debt	(700,000)	(702,696)	100.39%	(700,638)	49.04%
Sales & Services	1,740,000	2,120,435	121.86%	2,544,419	66.52%
Insurance Proceeds - Winter Storm	-	-	-	283,788	100.00%
Investment Income	1,000,000	4,492,866	449.29%	554,504	101.82%
HEERF Lost Revenue	7,600,000	8,748,955	115.12%	8,463,015	100.00%
Total Revenues	193,330,653	195,285,745	101.01%	183,386,057	103.70%
Expenditures					
Instruction	79,259,598	79,363,963	100.13%	74,889,431	101.76%
Public Service	23,730	38,074	160.45%	5,122	16.67%
Academic Support	17,913,236	16,116,509	89.97%	14,822,697	101.61%
Student Services	16,817,901	16,156,522	96.07%	15,285,719	101.36%
Institutional Support	50,660,096	48,265,667	95.27%	44,527,454	104.20%
Physical Plant	24,856,457	23,539,636	94.70%	20,334,962	95.79%
Winter Storm	-	-	-	283,788	100.00%
Total Expenditures	189,531,017	183,480,370	96.81%	170,149,172	101.56%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	3,799,636	3,461,045	91.09%	3,462,275	-
Net Increase (Decrease) in Net Position	\$ -	\$ 8,344,330		\$ 9,774,609	

The year-end financial statements for August 31, 2023 are not final. They are pending closing adjustments and final audit review which should be complete in mid-December and may impact beginning balances for fiscal year 2023-2024.

San Jacinto Community College District
Preliminary Statement of Revenues, Expenditures and Changes in Net Position
For the Twelve Months Ended August 31, 2023

Federal Restricted Funds

	Adjusted Budget	Actual (100%)	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/22 Actual
Revenues					
Grants	\$ 84,166,730	\$ 75,303,810	89.47%	\$ 87,404,561	98.32%
Total Revenues	84,166,730	75,303,810	89.47%	87,404,561	98.32%
Expenditures					
Instruction	2,269,510	1,420,099	62.57%	831,658	101.83%
Public Service	360,122	194,892	54.12%	183,853	99.90%
Academic Support	12,804,518	6,986,902	54.57%	4,877,217	95.71%
Student Services	3,684,354	3,689,525	100.14%	2,835,597	101.67%
Institutional Support	16,090,584	15,327,337	95.26%	18,559,935	150.51%
Physical Plant	1,549,311	499,697	32.25%	9,368	100.00%
Scholarships and Fellowships	47,408,331	47,185,358	99.53%	60,106,933	100.16%
Total Expenditures	84,166,730	75,303,810	89.47%	87,404,561	107.59%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ -		\$ -	

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San Jacinto Community College District
Preliminary Statement of Revenues, Expenditures and Changes In Net Position
For the Twelve Months Ended August 31, 2023

State Restricted Funds

	Adjusted Budget	Actual (100%)	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/22 Actual
Revenues					
State Paid Benefits	\$ 11,862,735	\$ 12,090,463	101.92%	\$ 11,762,666	112.44%
Grants	4,358,499	2,842,385	65.21%	2,697,695	105.52%
Total Revenues	16,221,234	14,932,848	92.06%	14,460,361	111.08%
Expenditures					
Instruction	6,744,660	6,481,515	96.10%	6,316,052	110.50%
Public Service	21,253	21,507	101.20%	27,692	103.89%
Academic Support	1,919,224	1,804,464	94.02%	1,444,353	109.10%
Student Services	1,578,804	1,782,449	112.90%	1,791,179	112.46%
Institutional Support	3,063,854	2,710,296	88.46%	2,626,572	124.08%
Physical Plant	275	25,595	9307.28%	20,757	697.11%
Scholarships and Fellowships	2,893,164	2,107,023	72.83%	2,233,756	99.77%
Total Expenditures	16,221,234	14,932,849	92.06%	14,460,360	111.08%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ -		\$ -	

The year-end financial statements for August 31, 2023 are not final. They are pending closing adjustments and final audit review which should be complete in mid-December and may impact beginning balances for fiscal year 2023-2024.

San Jacinto Community College District
Preliminary Statement of Revenues, Expenditures and Changes In Net Position
For the Twelve Months Ended August 31, 2023

Local Restricted Funds

	Adjusted Budget	Actual {100%}	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/22 Actual
Revenues					
Grants	\$ 5,646,711	\$ 4,212,097	74.59%	\$ 5,453,975	160.86%
Total Revenues	5,646,711	4,212,097	74.59%	5,453,975	160.86%
Expenditures					
Instruction	20,264	-	-	88,683	100.67%
Public Service	211,540	159,048	75.19%	184,118	100.00%
Academic Support	99,547	71,423	71.75%	451,107	98.23%
Student Services	53,600	17,578	32.79%	19,541	85.09%
Institutional Support	1,778,463	55,926	3.14%	32,483	98.83%
Physical Plant	250,000	-	-	-	-
Scholarships and Fellowships	3,763,132	4,103,496	109.04%	4,867,190	173.96%
Total Expenditures	6,176,546	4,407,471	71.36%	5,643,121	157.40%
Transfers Among Funds					
Transfers In	(\$29,835)	(191,245)	36.10%	(194,850)	100.00%
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ (4,129)		\$ 5,704	

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San Jacinto Community College District
Preliminary Statement of Revenues, Expenditures and Changes in Net Position
For the Twelve Months Ended August 31, 2023

27 Texas Public Education Grant

	Adjusted Budget	Actual {100%}	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/23 Actual
Revenues					
Investment Income	\$ -	\$ -	-	\$ -	-
Tuition - Credit & Non Credit	3,100,000	2,979,313	96.11%	2,866,543	100.00%
Total Revenues	3,100,000	2,979,313	96.11%	2,866,543	99.65%
Expenditures					
Scholarships and Fellowships	3,100,000	3,132,741	101.06%	3,313,399	99.88%
Total Expenditures	3,100,000	3,132,741	101.06%	3,313,399	99.88%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ (153,428)		\$ (446,856)	

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San Jacinto Community College District
Preliminary Statement of Revenues, Expenditures and Changes In Net Position
For the Twelve Months Ended August 31, 2023

28 Private Gifts and Donations

	Adjusted Budget	Actual (100%)	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/22 Actual
Revenues					
Sales & Services	-	-	-	26,139	100.00%
Grants	-	102,000	-	-	-
Total Revenues	-	102,000	-	26,139	100.00%
Expenditures					
Instruction	-	33,341	-	35,918	98.22%
Institutional Support	-	102,000	-	-	-
Scholarships and Fellowships	-	-	-	-	-
Total Expenditures	-	135,341	-	35,918	98.22%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ -	\$ (33,341)		\$ (9,779)	

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San Jacinto Community College District
Preliminary Statement of Revenues, Expenditures and Changes in Net Position
For the Twelve Months Ended August 31, 2023

Auxiliary Enterprises

	Adjusted Budget	Actual (100%)	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/22 Actual
Revenues					
HEERF Lost Revenue	\$ -	\$ 300,000	0.00%	-	-
Auxiliary Services	2,850,000	2,585,402	90.72%	\$ 2,654,999	93.95%
Total Revenues	2,850,000	2,885,402	101.24%	2,654,999	93.95%
Expenditures					
Labor	575,270	697,049	121.17%	584,349	99.72%
Benefits	233,996	132,524	56.64%	117,534	96.69%
Supplies	477,352	511,233	107.10%	454,844	97.65%
Travel	236,666	256,027	108.18%	279,049	99.36%
Contracted Services	272,420	207,555	76.19%	236,324	99.42%
Utilities	100	-	-	-	-
Scholarships and Fellowships	1,004,654	1,150,522	114.52%	1,002,580	99.68%
Total Expenditures	2,800,458	2,954,909	105.52%	2,674,679	99.15%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Net Increase (Decrease) in Net Position	\$ 49,542	\$ (69,507)		\$ (19,679)	

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San Jacinto Community College District
Preliminary Statement of Revenues, Expenditures and Changes in Net Position
For the Twelve Months Ended August 31, 2023

Fund 95 Retirement of Indebtedness

	Adjusted Budget	Actual (100%)	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/22 Actual
Revenues					
Local Taxes - Debt Service	37,780,067	37,915,405	100.36%	35,793,475	99.56%
Investment Income	-	364,654	-	53,192	100.00%
Total Revenues	37,780,067	38,280,059	101.32%	35,846,667	99.23%
Expenditures					
Institutional Support - Principal	15,155,000	15,155,000	100.00%	12,703,426	100.00%
Institutional Support - Interest	25,894,868	23,974,179	92.58%	24,010,172	97.59%
Total Expenditures	41,049,868	39,129,179	95.32%	36,713,598	98.41%
Transfers Among Funds					
Transfers In	(3,269,801)	(3,269,801)	100.00%	(3,267,425)	100.00%
Transfers Out	-	-	-	-	-
Adjustment for Debt Principal Payment ¹	(15,155,000)	(15,155,000)	100.00%	(12,703,426)	100%
Net Increase (Decrease) in Net Position	\$ 15,155,000	\$ 17,575,681		\$ 15,103,921	

1

Per government accounting practices, capital purchases and principal payments included in the expenditure line items above are subsequently deducted from total year-to-date expenditures and reclassified as an increase or reduction to the appropriate asset or liability line item on the Statement of Net Position.

The year-end financial statements for August 31, 2023 are not final. They are pending closing adjustments and final audit review which should be complete in mid-December and may impact beginning balances for fiscal year 2023-2024.

San Jacinto Community College District
Preliminary Statement of Revenues, Expenditures and Changes In Net Position
For the Twelve Months Ended August 31, 2023

Fund 97 Investment in Plant

	Adjusted Budget	Actual (100%)	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/22 Actual
Expenditures					
Depreciation	\$ 26,800,000	\$ 27,546,772	102.79%	\$ 23,795,745	86.79%
Total Expenditures	26,800,000	27,546,772	102.79%	23,795,745	86.79%
Transfers Among Funds					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Adjustment for Capital Purchases ¹	(5,828,195)	(4,683,291)	80.36%	(3,014,867)	73.42%
Net Increase (Decrease) in Net Position	\$ (20,971,805)	\$ (22,863,480)		\$ (20,780,878)	

¹ Per government accounting practices, capital purchases and principal payments included in the expenditure line items above are subsequently deducted from total year-to-date expenditures and reclassified as an increase or reduction to the appropriate asset or liability line item on the Statement of Net Position.

The year-end financial statements for August 31, 2023 are not final. They are pending closing adjustments and final audit review which should be complete in mid-December and may impact beginning balances for fiscal year 2023-2024.

San Jacinto Community College District
Preliminary Statement of Revenues, Expenditures and Changes in Net Position
For the Twelve Months Ended August 31, 2023

	Adjusted Budget	Actual (100%)	% Actual to Adjusted Budget	PY YTD Actual	% of 8/31/22 Actual
Revenues					
State Appropriations	\$ 53,170,388	\$ 53,398,116	100.43%	\$ 53,070,321	102.51%
Local Taxes - Maintenance & Operations	79,500,000	79,825,250	100.41%	73,300,637	99.03%
Local Taxes - Debt Service	37,780,067	37,915,405	100.36%	35,793,475	99.60%
Credit Tuition	66,700,000	62,455,714	93.64%	61,484,468	100.00%
Credit Exemptions & Waivers	(8,670,000)	(8,354,003)	96.36%	(7,885,102)	100.00%
Continuing Education					
CPET	525,000	523,576	99.73%	273,931	100.00%
Maritime Transportation	1,500,000	2,139,111	142.61%	1,529,318	100.00%
Continuing Professional Development	6,000,000	5,769,327	96.16%	5,141,180	100.00%
Continuing Education Exemptions & Waivers	(72,000)	(61,130)	84.90%	(44,575)	100.00%
Bad Debt	(700,000)	(702,696)	100.39%	(700,638)	49.04%
Sales & Services	1,740,000	2,120,435	121.86%	2,570,558	66.75%
Insurance Proceeds - Winter Storm	-	-	-	283,788	100.00%
Investment Income	1,000,000	4,857,520	485.75%	607,696	100.00%
Investment Income - Restricted Funds	-	3,545,822	-	568,347	100.00%
HEERF Lost Revenue	7,600,000	9,048,955	119.07%	8,463,015	100.00%
Auxiliary Services	2,850,000	2,585,402	90.72%	2,654,999	93.95%
Grants	88,775,229	76,730,285	86.43%	90,094,855	100.82%
Local Grants	5,396,711	5,730,007	106.18%	5,461,376	99.55%
Total Revenues	343,095,395	337,527,097	98.38%	332,667,649	102.49%
Expenditures					
Instruction	88,294,032	87,298,917	98.87%	82,161,741	102.38%
Public Service	616,644	413,521	67.06%	400,784	94.18%
Academic Support	32,736,525	24,979,299	76.30%	21,595,374	100.60%
Student Services	22,134,659	21,646,073	97.79%	19,932,036	102.29%
Institutional Support	112,642,865	105,590,404	93.74%	102,460,042	108.40%
Physical Plant	26,656,042	24,064,928	90.28%	20,365,086	95.87%
Winter Storm	-	-	-	283,788	100.00%
Scholarships and Fellowships	57,164,627	56,528,618	98.89%	70,521,278	103.15%
Auxiliary Enterprises	2,800,458	2,954,909	105.52%	2,674,679	99.12%
Depreciation	26,800,000	27,546,772	102.79%	23,795,745	86.79%
Total Expenditures	369,845,852	351,023,441	94.91%	344,190,553	102.39%
Transfers Among Funds					
Transfers In	(3,799,636)	(3,461,045)	91.09%	(3,462,275)	45.20%
Transfers Out	3,799,636	3,461,045	91.09%	3,462,275	45.20%
Adjustment for Debt Principal Payment ¹	(15,155,000)	(15,155,000)	100.00%	(12,703,426)	100.00%
Adjustment for Capital Purchases ¹	(5,828,195)	(4,683,291)	80.36%	(3,014,867)	73.42%
Net Increase (Decrease) in Net Position	\$ (5,767,263)	\$ 6,341,947		\$ 4,195,389	

¹ Per government accounting practices, capital purchases and principal payments included in the expenditure line items above are subsequently deducted from total year-to-date expenditures and reclassified as an increase or reduction to the appropriate asset or liability line item on the Statement of Net Position.

The year-end financial statements for August 31, 2023 are not final. They are pending closing adjustments and final audit review which should be complete in mid-December and may impact beginning balances for fiscal year 2023-2024.

San Jacinto College Monthly Investment Report
August 2023

SAN JACINTO COMMUNITY COLLEGE DISTRICT
Cash, Cash Equivalents, and Investments
Portfolio Summary Report
Period Ending August 31, 2023

		Fair Market Value	Book Value
Beginning Value	August 1, 2023	\$ 188,016,609	\$ 188,162,676
Additions/Subtractions (Net)		(16,764,390)	(16,764,390)
Change in Fair Market Value*		(2,700)	-
Ending Value	August 31, 2023	<u>\$ 171,249,519</u>	<u>\$ 171,398,286</u>

Earnings for the Month of August	\$	812,364
Weighted Average Maturity at Ending Period Date (Days)		1.00
Weighted Average Earnings Rate		5.4268%
Benchmark - One Year Treasury Yield		5.3700%

*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:



Carol Tillman
Assistant Comptroller

Reviewed by:

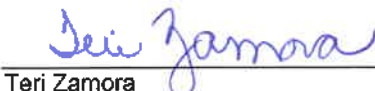


Andrea DuBois
Comptroller



Carin Hutchins
Associate Vice Chancellor of Finance

Approved by:



Teri Zamora
Vice Chancellor of Fiscal Affairs

SAN JACINTO COMMUNITY COLLEGE DISTRICT
Cash, Cash Equivalents, and Investments
Inventory Holdings Report
August 31, 2023

Description	Held At	Annualized Interest Rate	Maturity	Par	7/31/2023	7/31/2023	8/31/2023	8/31/2023	Additions/Subtractions and Change in Fair Market Value For the Month	LTD Unrealized Gain/Loss	August Earnings	September through August Earnings	
					Ending Fair Market Value	Ending Book Value	Ending Fair Market Value	Ending Book Value					
Short-Term Investments - Unrestricted Funds													
Demand Deposits													
Credit Cards in Transit	Hearland	N/A	09/01/23	\$	N/A	\$	48,968	\$	48,968	\$	198,453	\$	N/A
JPMorgan Accounts Payable Disbursements	JPMorgan Chesa Bank	N/A	09/01/23	N/A	\$	(1,148,193)	\$	(1,148,193)	(1,313,254)	\$	(167,061)	\$	N/A
JPMorgan Operating (Hybrid Earnings)	JPMorgan Chesa Bank	3.050%	09/01/23	N/A	\$	5,311,153	\$	5,311,153	5,735,137	\$	423,984	\$	6,008
JPMorgan Payroll	JPMorgan Chesa Bank	N/A	09/01/23	N/A	\$	(14,310)	\$	(14,310)	(21,169)	\$	(8,859)	\$	N/A
JPMorgan Worker's Comp	JPMorgan Chesa Bank	N/A	09/01/23	N/A	\$	(1,236)	\$	(1,236)	(2,703)	\$	(1,467)	\$	N/A
Petty Cash	JPMorgan Chesa Bank	N/A	09/01/23	N/A	\$	19,067	\$	19,067	19,067	\$	-	\$	N/A
Sub Total Demand Deposits	Campus Business Offices	N/A	09/01/23	\$	N/A	\$	4,018,998	\$	4,018,998	\$	447,050	\$	5,008
Pool Accounts													
TexPool - Operating	TexPool	5.3047%	09/01/23	\$	130,191	\$	130,191	\$	108,098	\$	(22,093)	\$	1,730
TexPool PRIME - Operating	TexPool	5.5828%	09/01/23	N/A	-	\$	4,163,468	\$	4,163,468	\$	4,163,468	\$	9,241
LSIP Corporate Overnight Plus Fund - Operating Funds	Lone Star Investment Pool	5.5257%	09/01/23	N/A	\$	67,598,388	\$	67,599,398	58,583,205	\$	(9,018,183)	\$	3,411,424
Sub Total Pool Accounts			09/01/23	\$	N/A	\$	67,729,589	\$	67,729,589	\$	(4,874,820)	\$	3,111,715
Investments													
US Treasury Note, CUSIP 9128284U1	BNY Mellon	2.625%	08/30/23	\$	-	\$	-	\$	-	\$	-	\$	121,666
US Treasury Note, CUSIP 912828N30	BNY Mellon	2.518%	1/23/1/22	-	-	-	-	-	-	-	-	-	45,182
US Agency Note, CUSIP 313985M60	BNY Mellon	2.144%	10/31/22	-	-	-	-	-	-	-	-	-	17,752
US Agency Note, CUSIP 31395G0T84	BNY Mellon	2.580%	01/18/23	-	-	-	-	-	-	-	-	-	47,237
US Agency Note, CUSIP 313364FA2	BNY Mellon	4.521%	05/01/23	-	-	-	-	-	-	-	-	-	232,532
US Agency Note, CUSIP 3130ATZK8	BNY Mellon	4.900%	11/28/23	5,000,000	4,888,350	5,000,500	4,989,250	5,000,500	900	(11,250)	20,417	183,753	
US Agency Note, CUSIP 3130AUW92	BNY Mellon	4.750%	01/19/24	5,000,000	4,886,430	4,997,497	4,991,530	4,997,497	2,100	(5,987)	19,782	138,542	
US Agency Note, CUSIP 3130ATVD6	BNY Mellon	4.875%	08/13/24	5,000,000	4,973,300	5,026,000	4,978,350	5,026,000	4,450	(47,650)	20,312	185,673	
US Agency Note, CUSIP 3130AWGD6	BNY Mellon	4.690%	05/13/25	10,000,000	9,947,300	10,000,000	9,938,000	10,000,000	(9,300)	(62,000)	38,432	94,691	
US Agency Note, CUSIP 3130AWLY4	BNY Mellon	5.125%	08/13/25	5,000,000	5,006,700	5,027,750	5,005,850	5,027,750	(850)	(21,900)	21,781	32,999	
Certificate of Deposit, CUSIP 025834DC3	BNY Mellon	2.700%	07/20/23	-	-	-	-	-	-	-	-	-	5,823
Certificate of Deposit, CUSIP 8884HMAD8	BNY Mellon	2.850%	07/19/23	-	-	-	-	-	-	-	-	-	4,841
Certificate of Deposit, CUSIP 909557J78	BNY Mellon	2.750%	07/21/23	-	-	-	-	-	-	-	-	-	4,762
Sub Total Investments			07/21/23	\$	30,000,000	\$	29,905,680	\$	30,051,747	\$	29,902,880	\$	30,051,747
Sub Total - Short-Term Investments - Unrestricted Funds				\$	30,000,000	\$	101,654,265	\$	101,800,332	\$	97,223,795	\$	97,372,562
Short-Term Investments - Restricted (Bond) Funds													
Pool Accounts													
LSIP Corporate Overnight Plus Fund - 2008 GOB Bond Proceeds	Lone Star Investment Pool	5.5257%	08/01/23	\$	-	\$	-	\$	-	\$	-	\$	2,708
LSIP Corporate Overnight Plus Fund - GOB Debt Service	Lone Star Investment Pool	5.5257%	08/01/23	N/A	\$	12,036,577	\$	12,036,577	889,012	\$	(11,147,585)	\$	26,298
LSIP Corporate Overnight Plus Fund - 2004 Bond Earnings	Lone Star Investment Pool	5.5257%	08/01/23	N/A	\$	28,421	\$	28,421	27,278	\$	(1,143)	\$	129
LSIP Corporate Overnight Plus Fund - 2007 Bond Earnings	Lone Star Investment Pool	5.5257%	08/01/23	N/A	\$	4,016	\$	4,016	4,034	\$	18	\$	18
LSIP Corporate Overnight Plus Fund - 2008 Bond Earnings	Lone Star Investment Pool	5.5257%	08/01/23	N/A	\$	161,963	\$	161,963	162,723	\$	760	\$	780
LSIP Corporate Overnight Plus Fund - 2008 Bond Earnings	Lone Star Investment Pool	5.5257%	09/01/23	N/A	\$	317,449	\$	317,449	315,168	\$	(2,281)	\$	1,472
LSIP Corporate Overnight Plus Fund - 2011 Bond Earnings	Lone Star Investment Pool	5.5257%	09/01/23	N/A	\$	20,806	\$	20,806	20,903	\$	97	\$	97
LSIP Corporate Overnight Plus Fund - 2011 Bond Earnings	Lone Star Investment Pool	5.5257%	09/01/23	N/A	\$	41,921,975	\$	41,921,975	42,118,715	\$	196,740	\$	186,740
LSIP Corporate Overnight Plus Fund - 2022 Bond Proceeds	Lone Star Investment Pool	5.5257%	09/01/23	N/A	\$	5,089,421	\$	5,089,421	5,113,908	\$	23,885	\$	23,885
LSIP Corporate Overnight Plus Fund - Capital Projects Reserve	Lone Star Investment Pool	5.5257%	09/01/23	N/A	\$	29,781,716	\$	29,781,716	25,374,585	\$	(4,407,131)	\$	124,508
TexPool PRIME - 2021 Bond Proceeds	TexPool	5.5628%	08/01/23	N/A	\$	86,382,344	\$	86,382,344	74,025,724	\$	(12,336,620)	\$	373,907
Sub Total Pool Accounts			08/01/23	\$	N/A	\$	86,382,344	\$	86,382,344	\$	74,025,724	\$	74,025,724
Sub Total - Short-Term Investments - Restricted (Bond) Funds				\$	N/A	\$	86,382,344	\$	86,382,344	\$	74,025,724	\$	74,025,724
Grand Total - Cash, Cash Equivalents, and Investments				\$	30,000,000	\$	188,016,609	\$	188,162,676	\$	171,249,519	\$	171,398,286

SAN JACINTO COMMUNITY COLLEGE DISTRICT
Cash, Cash Equivalents, and Investments
Weighted Average to Maturity
August 31, 2023

Description	Hold At	Annualized Interest Rate	Purchase Date	Maturity	Par	Fair Market Value	Book Value	% of Total Portfolio	Days to Maturity	Weighted Avg. Mat.
Short-Term Investments - Unrestricted Funds										
Demand Deposits										
Credit Cards in Transit	Heartland	N/A	N/A	09/01/23	\$ N/A	\$ 48,968	\$ 48,968	0.03%	1	0.00
JPMorgan Accounts Payable Disbursements	JPMorgan Chase Bank	N/A	N/A	09/01/23	N/A	(1,313,254)	(1,313,254)	-0.77%	1	-0.01
JPMorgan Operating (Hybrid Earnings)	JPMorgan Chase Bank	3.050%	N/A	09/01/23	N/A	5,735,137	5,735,137	3.35%	1	0.03
JPMorgan Payroll	JPMorgan Chase Bank	N/A	N/A	09/01/23	N/A	(21,169)	(21,169)	-0.01%	1	0.00
JPMorgan Worker's Comp	JPMorgan Chase Bank	N/A	N/A	09/01/23	N/A	(2,703)	(2,703)	0.00%	1	0.00
Petty Cash	Campus Business Offices	N/A	N/A	09/01/23	N/A	19,067	19,067	0.01%	1	0.00
Pool Accounts										
LSIP Corporate Overnight Plus Fund - Operating Funds	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	58,583,205	58,583,205	34.18%	1	0.34
TexPool - Operating	TexPool	5.3047%	N/A	09/01/23	N/A	108,096	108,096	0.06%	1	0.00
TexPool - PRIME - Operating	TexPool	5.5628%	N/A	09/01/23	N/A	4,163,468	4,163,468	2.43%	1	0.02
Investments										
US Agency Note, CUSIP 3130ATXK8	BNY Mellon	4.900%	11/28/22	11/28/23	5,000,000	4,989,250	5,000,500	2.92%	89	0.03
US Agency Note, CUSIP 3130AUM92	BNY Mellon	4.750%	01/19/23	01/19/24	5,000,000	4,991,530	4,997,497	2.92%	141	0.03
US Agency Note, CUSIP 3130ATVD8	BNY Mellon	4.875%	01/27/23	09/13/24	5,000,000	4,978,350	5,026,000	2.93%	379	0.03
US Agency Note, CUSIP 3130AWGD6	BNY Mellon	4.690%	06/16/23	08/13/25	10,000,000	9,938,000	10,000,000	5.83%	652	0.06
US Agency Note, CUSIP 3130AWLY4	BNY Mellon	5.125%	07/13/23	08/13/25	5,000,000	5,005,850	5,027,750	2.93%	652	0.03
Short-Term Investments - Restricted (Bond) Funds										
Pool Accounts										
LSIP Corporate Overnight Plus Fund - GOB Debt Service	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	889,012	889,012	0.52%	1	0.01
LSIP Corporate Overnight Plus Fund - 2004 Bond Earnings	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	27,278	27,278	0.02%	1	0.00
LSIP Corporate Overnight Plus Fund - 2007 Bond Earnings	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	4,034	4,034	0.00%	1	0.00
LSIP Corporate Overnight Plus Fund - 2008 Bond Earnings	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	162,723	162,723	0.09%	1	0.00
LSIP Corporate Overnight Plus Fund - 2009 Bond Earnings	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	315,168	315,168	0.18%	1	0.00
LSIP Corporate Overnight Plus Fund - 2011 Bond Earnings	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	20,903	20,903	0.01%	1	0.00
LSIP Corporate Overnight Plus Fund - 2022 Bond Proceeds	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	42,118,715	42,118,715	24.57%	1	0.25
LSIP Corporate Overnight Plus Fund - Capital Projects Reserve	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	5,113,306	5,113,306	2.98%	1	0.03
TexPool PRIME - 2021 Bond Proceeds	TexPool	5.5628%	N/A	09/01/23	N/A	25,374,585	25,374,585	14.80%	1	0.15
Grand Total - Cash, Cash Equivalents, and Investments						\$ 171,249,519	\$ 171,398,286	100.00%		1.00

Weighted Average to Maturity at Ending Period Date (Days)			
ACFR, Note 4			
0.01%	\$ 19,067	Petty cash on hand	0.00
79.93%	136,880,483	Investment pools	0.80
2.61%	4,446,979	Bank deposits - demand deposits	0.03
17.46%	29,902,980	U. S. government securities & CDs	0.18
<u>100.00%</u>	<u>\$ 171,249,519</u>	Total cash, cash equivalents, and investments	<u>1.00</u>

San Jacinto College Quarterly Investment Report
June – August 2023

SAN JACINTO COMMUNITY COLLEGE DISTRICT
Cash, Cash Equivalents, and Investments
Portfolio Summary Report
Quarterly Investment Report - June 1, 2023 to August 31, 2023

		<u>Fair Market Value</u>	<u>Book Value</u>
Beginning Value	June 1, 2023	\$ 201,211,726	\$ 201,265,671
Additions/Subtractions (Net)		(29,867,385)	(29,867,385)
Change in Fair Market Value*		(94,822)	-
Ending Value	August 31, 2023	<u>\$ 171,249,519</u>	<u>\$ 171,398,286</u>

Earnings for the 4th Quarter	\$	2,466,016
Weighted Average Maturity at Ending Period Date (Days)		1.00
Weighted Average Earnings Rate for the 4th Quarter		5.7962%
Benchmark - One Year Treasury Yield - Average		4.8700%

*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:



 Carol Tillman
 Assistant Comptroller

Reviewed by:



 Andrea DuBois
 Comptroller
 Reviewed by:



 Carin Hutchins
 Associate Vice Chancellor of Finance

Reviewed by:



 Teri Zamora
 Vice Chancellor of Fiscal Affairs

SAN JACINTO COMMUNITY COLLEGE DISTRICT
Cash, Cash Equivalents, and Investments
Inventory Holdings Report
4th Quarter Fiscal Year 2022-2023 Activity

Description	Held At	Annualized Interest Rate	Maturity	Annualized				Additions/Subtractions and Change in Fair Market Value For the Quarter	LTD Unrealized Gain/Loss	August Earnings	June Through August Earnings	
				8/31/2023	6/31/2023	5/31/2023	8/31/2023					6/31/2023
				Par	Ending Fair Market Value	Ending Book Value	Ending Fair Market Value	Ending Book Value				
Short-Term Investments - Unrestricted Funds												
Demand Deposits												
Credit Cards in Transit	Heartland	N/A	09/01/23	\$ N/A	\$ 51,308	\$ 51,308	\$ 48,968	\$ 48,968	(2,340)	N/A	N/A	N/A
JPMorgan Accounts Payable Disbursements	JPMorgan Chase Bank	N/A	09/01/23	N/A	(1,082,937)	(1,082,937)	(1,313,254)	(1,313,254)	(230,317)	N/A	N/A	N/A
JPMorgan Operating (Hybrid Earnings)	JPMorgan Chase Bank	3.050%	09/01/23	N/A	6,026,960	6,026,980	5,736,137	5,736,137	(290,823)	N/A	6,008	19,564
JPMorgan Payroll	JPMorgan Chase Bank	N/A	09/01/23	N/A	(19,348)	(19,348)	(21,169)	(21,169)	(1,821)	N/A	N/A	N/A
JPMorgan Workmen's Comp	JPMorgan Chase Bank	N/A	09/01/23	N/A	46	46	(2,703)	(2,703)	(2,749)	N/A	N/A	N/A
Petty Cash	Campus Business Offices	N/A	09/01/23	N/A	19,067	19,067	19,067	19,067		N/A	N/A	N/A
Sub Total Demand Deposits				\$ N/A	\$ 4,985,096	\$ 4,956,096	\$ 4,468,046	\$ 4,468,046	\$(529,050)		6,008	19,564
Pool Accounts												
TexPool - Operating	TexPool	5.3047%	09/01/23	\$ N/A	\$ 766,816	\$ 766,816	\$ 106,096	\$ 106,096	\$(658,720)	NA	\$ 1,730	\$ 16,661
TexPool PRIME - Operating	TexPool	5.5628%	09/01/23	N/A	-	-	4,163,468	4,163,468	4,163,468	NA	9,241	9,241
LSIP Corporate Overnight Plus Fund- Operating Funds	Lone Star Investment Pool	5.5257%	09/01/23	N/A	86,697,888	86,697,885	58,683,205	58,593,205	(28,114,681)	NA	300,744	341,068
Sub Total Pool Accounts				\$ N/A	\$ 67,464,702	\$ 67,464,702	\$ 62,854,769	\$ 62,854,769	\$(4,609,633)		\$ 311,715	\$ 967,970
Investments												
US Treasury Note, CUSIP 912826U1	BNY Mellon	2.625%	08/30/23	5,000,000	4,986,300	4,987,713	-	-	(4,989,900)	-	-	23,228
US Treasury Note, CUSIP 912826N30	BNY Mellon	2.518%	12/31/22	-	-	-	-	-	-	-	-	-
US Agency Note, CUSIP 313386M90	BNY Mellon	2.144%	10/31/22	-	-	-	-	-	-	-	-	-
US Agency Note, CUSIP 3135G0T94	BNY Mellon	2.580%	01/15/23	-	-	-	-	-	-	-	-	-
US Agency Note, CUSIP 313384FA2	BNY Mellon	4.521%	05/01/23	10,000,000	9,989,650	5,000,500	-	-	(400)	(11,250)	20,417	61,251
US Agency Note, CUSIP 31306TKX8	BNY Mellon	4.900%	11/28/23	5,000,000	4,989,650	4,987,497	4,889,250	5,000,500	4,887,497	4,214	(5,967)	19,792
US Agency Note, CUSIP 3130AUM82	BNY Mellon	4.750%	01/18/24	5,000,000	4,987,316	4,987,497	4,678,350	5,026,000	(15,700)	(47,850)	20,312	60,538
US Agency Note, CUSIP 3130ATVD6	BNY Mellon	4.675%	06/13/24	5,000,000	4,994,050	5,026,000	4,678,350	5,026,000	(62,000)	(62,000)	38,432	94,891
US Agency Note, CUSIP 3130AWGD9	BNY Mellon	4.690%	06/13/25	10,000,000	9,994,050	5,000,500	5,006,850	5,027,750	9,998,000	(21,900)	21,781	32,898
US Agency Note, CUSIP 3130AWLW4	BNY Mellon	5.126%	06/13/25	5,000,000	4,994,050	5,000,500	5,006,850	5,027,750	9,998,000	(21,900)	21,781	32,898
Certificate of Deposit, CUSIP 02589ADC3	BNY Mellon	2.700%	07/20/23	243,000	242,115	243,000	-	-	(242,115)	-	-	1,541
Certificate of Deposit, CUSIP 89841MAD9	BNY Mellon	2.850%	07/19/23	249,000	248,201	249,000	-	-	(248,201)	-	-	758
Certificate of Deposit, CUSIP 909557JT8	BNY Mellon	2.750%	07/21/23	249,000	248,133	249,000	-	-	(248,133)	-	-	675
Sub Total Investments				\$ 45,741,000	\$ 113,158,593	\$ 113,212,506	\$ 97,223,796	\$ 97,372,582	\$(15,934,768)	\$(148,787)	\$ 438,467	\$ 1,314,652
Sub Total - Short-Term Investments - Unrestricted Funds				\$ 45,741,000	\$ 113,158,593	\$ 113,212,506	\$ 97,223,796	\$ 97,372,582	\$(15,934,768)	\$(148,787)	\$ 438,467	\$ 1,314,652
Short-Term Investments - Restricted (Bond) Funds												
Pool Accounts												
LSIP Corporate Overnight Plus Fund - 2009 GOB Bond Proceeds	Lone Star Investment Pool	5.5257%	09/01/23	N/A	-	-	-	-	-	NA	-	-
LSIP Corporate Overnight Plus Fund - GOB Debt Service	Lone Star Investment Pool	5.5257%	09/01/23	N/A	11,622,556	11,622,556	889,012	889,012	(10,733,544)	NA	26,298	133,072
LSIP Corporate Overnight Plus Fund - 2004 Bond Earnings	Lone Star Investment Pool	5.5257%	09/01/23	N/A	28,170	28,170	27,278	27,278	(892)	NA	129	380
LSIP Corporate Overnight Plus Fund - 2007 Bond Earnings	Lone Star Investment Pool	5.5257%	09/01/23	N/A	3,980	3,980	4,034	4,034	54	NA	18	55
LSIP Corporate Overnight Plus Fund - 2008 Bond Earnings	Lone Star Investment Pool	5.5257%	09/01/23	N/A	207,424	207,424	162,723	162,723	(44,701)	NA	780	2,324
LSIP Corporate Overnight Plus Fund - 2009 Bond Earnings	Lone Star Investment Pool	5.5257%	09/01/23	N/A	835,463	835,463	315,168	315,168	(520,295)	NA	1,472	5,713
LSIP Corporate Overnight Plus Fund - 2011 Bond Earnings	Lone Star Investment Pool	5.5257%	09/01/23	N/A	20,621	20,621	20,903	20,903	282	NA	98	283
LSIP Corporate Overnight Plus Fund - 2022 Bond Proceeds	Lone Star Investment Pool	5.5257%	09/01/23	N/A	41,550,681	41,550,681	42,118,715	42,118,715	568,034	NA	196,741	568,035
LSIP Corporate Overnight Plus Fund - Capital Projects Reserve	Lone Star Investment Pool	5.5257%	09/01/23	N/A	5,044,346	5,044,345	5,113,306	5,113,306	66,961	NA	23,885	88,961
TexPool PRIME - 2021 Bond Proceeds	TexPool	5.5628%	09/01/23	N/A	28,739,923	28,739,923	25,374,585	25,374,585	(3,365,338)	NA	124,588	372,542
Sub Total Pool Accounts				\$ N/A	\$ 88,053,163	\$ 88,053,163	\$ 74,025,724	\$ 74,025,724	\$(14,027,439)		\$ 373,910	\$ 1,151,364
Sub Total - Short-Term Investments - Restricted (Bond) Funds				\$ N/A	\$ 88,053,163	\$ 88,053,163	\$ 74,025,724	\$ 74,025,724	\$(14,027,439)		\$ 373,910	\$ 1,151,364
Grand Total - Cash, Cash Equivalents, and Investments				\$ 45,741,000	\$ 201,211,728	\$ 201,265,671	\$ 171,249,619	\$ 171,398,296	\$(29,962,207)	\$(148,787)	\$ 812,387	\$ 2,466,016

SAN JACINTO COMMUNITY COLLEGE DISTRICT
Cash, Cash Equivalents, and Investments
Weighted Average to Maturity
August 31, 2023

Description	Held At	Annualized Interest Rate	Purchase		Par	Fair Market Value	Book Value	% of Total Portfolio	Days to Maturity	Weighted Avg. Mat.
			Date	Maturity						
Short-Term Investments - Unrestricted Funds										
Demand Deposits										
Credit Cards in Transit	Hearland	N/A	N/A	09/01/23	\$	48,968	\$ 48,968	0.03%	1	0.00
JPMorgan Accounts Payable Disbursements	JPMorgan Chase Bank	N/A	N/A	09/01/23	N/A	(1,313,254)	(1,313,254)	-0.77%	1	-0.01
JPMorgan Operating (Hybrid Earnings)	JPMorgan Chase Bank	3.050%	N/A	09/01/23	N/A	5,735,137	5,735,137	3.35%	1	0.03
JPMorgan Payroll	JPMorgan Chase Bank	N/A	N/A	09/01/23	N/A	(21,169)	(21,169)	-0.01%	1	0.00
JPMorgan Workmen's Comp	JPMorgan Chase Bank	N/A	N/A	09/01/23	N/A	(2,703)	(2,703)	0.00%	1	0.00
Petty Cash	Campus Business Offices	N/A	N/A	09/01/23	N/A	19,067	19,067	0.01%	1	0.00
Pool Accounts										
LSIP Corporate Overnight Plus Fund- Operating Funds	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	58,583,205	58,583,205	34.18%	1	0.34
TexPool - Operating	TexPool	5.3047%	N/A	09/01/23	N/A	108,096	108,096	0.06%	1	0.00
TexPool - PRIME - Operating	TexPool	5.5628%	N/A	09/01/23	N/A	4,163,468	4,163,468	2.43%	1	0.02
Investments										
US Treasury Note, CUSIP 9128284U1	BNY Mellon	2.625%	06/23/22	06/30/23	5,000,000	-	-	0.00%	-	0.00
US Agency Note, CUSIP 313384FA2	BNY Mellon	4.521%	10/21/22	05/01/23	10,000,000	-	-	0.00%	-	0.00
US Agency Note, CUSIP 3130ATXK8	BNY Mellon	4.900%	11/28/22	11/28/23	5,000,000	4,989,250	5,000,500	2.92%	89	0.03
US Agency Note, CUSIP 3130AUM92	BNY Mellon	4.750%	01/19/23	01/19/24	5,000,000	4,991,530	4,997,497	2.92%	141	0.03
US Agency Note, CUSIP 3130ATVD6	BNY Mellon	4.875%	01/27/23	09/13/24	5,000,000	4,978,350	5,028,000	2.93%	379	0.03
US Agency Note, CUSIP 3130AWGD6	BNY Mellon	4.690%	06/16/23	06/13/25	10,000,000	9,938,000	10,000,000	5.83%	652	0.06
US Agency Note, CUSIP 3130AWLY4	BNY Mellon	5.125%	07/13/23	06/13/25	5,000,000	5,005,850	5,027,750	2.93%	652	0.03
Certificate of Deposit, CUSIP 02589ADC3	BNY Mellon	2.700%	07/20/22	07/20/23	243,000	-	-	0.00%	-	0.00
Certificate of Deposit, CUSIP 89841MAD9	BNY Mellon	2.850%	07/19/22	07/19/23	249,000	-	-	0.00%	-	0.00
Certificate of Deposit, CUSIP 909557JT8	BNY Mellon	2.750%	07/22/22	07/21/23	249,000	-	-	0.00%	-	0.00
Short-Term Investments - Restricted (Bond) Funds										
Pool Accounts										
LSIP Corporate Overnight Plus Fund - GOB Debt Service	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	889,012	889,012	0.52%	1	0.01
LSIP Corporate Overnight Plus Fund - 2004 Bond Earnings	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	27,278	27,278	0.02%	1	0.00
LSIP Corporate Overnight Plus Fund - 2007 Bond Earnings	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	4,034	4,034	0.00%	1	0.00
LSIP Corporate Overnight Plus Fund - 2008 Bond Earnings	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	162,723	162,723	0.09%	1	0.00
LSIP Corporate Overnight Plus Fund - 2009 Bond Earnings	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	315,168	315,168	0.18%	1	0.00
LSIP Corporate Overnight Plus Fund - 2011 Bond Earnings	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	20,903	20,903	0.01%	1	0.00
LSIP Corporate Overnight Plus Fund - 2022 Bond Proceeds	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	42,118,715	42,118,715	24.57%	1	0.25
LSIP Corporate Overnight Plus Fund - Capital Projects Reserve	Lone Star Investment Pool	5.5257%	N/A	09/01/23	N/A	5,113,306	5,113,306	2.98%	1	0.03
TexPool PRIME - 2021 Bond Proceeds	TexPool	5.5628%	N/A	09/01/23	N/A	25,374,585	25,374,585	14.80%	1	0.15
Grand Total - Cash, Cash Equivalents, and Investments					\$	<u>171,249,519</u>	<u>\$ 171,398,286</u>	<u>100.00%</u>		<u>1.00</u>

Weighted Average to Maturity at Ending Period Date (Days)

ACFR, Note 4			
0.01%	\$ 19,067	Petty cash on hand	0.00
79.93%	136,880,493	Investment pools	0.80
0.00%	-	Money market account	0.00
2.60%	4,446,979	Bank deposits - demand deposits	0.03
17.46%	29,902,980	U. S. government securities & CDs	0.18
<u>100.00%</u>	<u>\$ 171,249,519</u>	<u>Total cash, cash equivalents, and investments</u>	<u>1.00</u>

San Jacinto College Foundation
Statement of Financial Position
As of August 31, 2023

	Current Year			Previous Year			Difference		
	Foundation	Student Success Fund	Total	Foundation	Student Success Fund	Total	Foundation	Student Success Fund	Total
ASSETS									
Current Assets									
Checking/Savings									
General Fund	\$2,775,581	-	\$2,775,581	\$2,346,865	-	\$2,346,865	428,716	-	428,716
Other Funds	-	-	-	-	-	-	-	-	-
Total Checking/Savings	2,775,581	-	2,775,581	2,346,865	-	2,346,865	428,716	-	428,716
Accounts Receivables	2,570,405	-	2,570,405	3,126,660	-	3,126,660	(556,255)	-	(556,255)
Other Current Assets									
Short Term Investments									
Goldman Sachs - SS2 (Endowed)		18,990,290	18,990,290		17,576,625	17,576,625	-	1,413,664	1,413,664
Goldman Sachs - SSF (Non-Endowed)		6,954,937	6,954,937		8,236,321	8,236,321	-	(1,281,383)	(1,281,383)
Goldman Sachs - FDN - HOE	508,363		508,363				508,363		508,363
Goldman Sachs - FDN-SSE (Endowed)	1,782,147		1,782,147	1,502,007		1,502,007	280,140		280,140
Goldman Sachs - FDN	13,123,655		13,123,655	12,485,143		12,485,143	638,512		638,512
Total SJC Short Term Investments	15,414,164	25,945,227	41,359,391	13,987,150	25,812,946	39,800,096	1,427,014	132,281	1,559,295
Total Current Assets	20,760,150	25,945,227	46,705,377	19,460,675	25,812,946	45,273,621	1,299,475	132,281	1,431,756
TOTAL ASSETS	20,760,150	25,945,227	46,705,377	19,460,675	25,812,946	45,273,621	1,299,475	132,281	1,431,756
LIABILITIES & NET ASSETS									
Liabilities									
Current Liabilities									
Accounts Payable									
Grants Payable	109,289	-	109,289	90,604	-	90,604	18,685	-	18,685
Programs Payable	2,030	-	2,030	2,030	-	2,030	-	-	-
Endowments Payable	234,130	-	234,130	151,582	-	151,582	82,547	-	82,547
Scholarship Payables	319,672	1,728,357	2,048,029	581,419	742,595	1,324,014	(261,747)	985,762	724,015
Student Success Payables	141,064	-	141,064	109,159	-	109,159	31,905	-	31,905
Total Accounts Payable	806,185	1,728,357	2,534,541	934,795	742,595	1,677,390	(128,610)	985,762	857,152
Total Current Liabilities	806,185	1,728,357	2,534,541	934,795	742,595	1,677,390	(128,610)	985,762	857,152
Total Liabilities	806,185	1,728,357	2,534,541	934,795	742,595	1,677,390	(128,610)	985,762	857,152
NET ASSETS									
Net Assets Without Donor Restrictions	2,954,168	24,004,479	26,958,646	3,044,257	24,575,762	27,620,019	(90,089)	(571,283)	(661,372)
Net Assets With Donor Restrictions	16,999,972		16,999,972	15,526,433		15,526,433	1,473,539		1,473,539
Net Assets	19,954,139	24,004,479	43,958,618	18,570,690	24,575,762	43,146,451	1,383,450	(571,283)	812,167
Net Income	(174)	212,392	212,217	(44,810)	\$494,590	449,780	44,636	(282,198)	(237,562)
Total Net Assets	19,953,965	24,216,870	44,170,835	18,525,880	25,070,351	43,596,231	1,428,085	(853,481)	574,604
TOTAL LIABILITIES & NET ASSETS	\$20,760,150	\$25,945,227	\$46,705,377	\$19,460,675	25,812,946	\$45,273,621	1,299,475	132,281	1,431,756

San Jacinto College Foundation

Statement of Activities

For the Period Ending August 31, 2023

	Current Year			Previous Year			Difference			Foundation Annual Budget	Actual % of Annual Budget
	Foundation	Student Success Fund	Total	Foundation	Student Success Fund	Total	Foundation	Student Success Fund	Total		
Ordinary Income/Expense Income											
Contributions											
Grant Contributions	10,000	-	10,000	-	-	-	10,000	-	10,000	810,000	1%
Endowments	19,722	-	19,722	5,868	-	5,868	13,854	-	13,854	1,200,000	2%
Program Sponsorship	54,187	-	54,187	5,644	-	5,644	48,543	-	48,543	850,000	6%
Scholarships	85,250	-	85,250	65,329	-	65,329	19,920	-	19,920	650,000	13%
Total Contributions	169,159	-	169,159	76,841	-	76,841	92,317	-	92,317	3,510,000	5%
Other Income											
Special Events										450,000	0%
Investment Income	61,656	84,673	146,329	61,676	130,366	192,042	(20)	(45,693)	(45,713)	1,200,000	12%
Realized Gain / (Loss)	792	(11,941)	(11,149)	(4,549)	(20,053)	(24,602)	5,341	8,112	13,453	-	-
Unrealized Gain / (Loss)	89,200	139,660	228,860	205,112	500,606	705,717	(616,517)	(360,946)	(476,857)	-	-
Total Other Income	151,649	212,392	364,041	262,239	610,919	873,157	(611,195)	(398,527)	(509,117)	1,650,000	22%
Total Income	320,807	212,392	533,199	339,080	610,919	949,999	(518,878)	(398,527)	(416,800)	5,160,000	10%
Expense											
Programs											
Scholarships Awarded - SSF		-	-		116,329	116,329	-	(116,329)	(116,329)	3,500,000	0%
Scholarships Awarded - FND	216,628	-	216,628	340,331	-	340,331	(123,704)	-	(123,704)	900,000	24%
Programs Sponsored	40,485	-	40,485	35,468	-	35,468	5,017	-	5,017	400,000	10%
Student Success Initiatives	55,970	-	55,970	-	-	-	55,970	-	55,970	150,000	37%
Total Programs	313,082	-	313,082	375,799	116,329	492,129	(62,717)	-	(62,717)	4,950,000	6%
Supporting Services											
Bad Debt Expense	-	-	-	-	-	-	-	-	-	2,000	0%
Supporting Services											
Foundation Expenses	6,949	-	6,949	7,440	-	7,440	(491)	-	(491)	102,500	7%
Fundraising										150,000	0%
Sponsorship Expense	950	-	950	650	-	650	300	-	300	15,000	6%
Total Supporting Services	7,899	-	7,899	8,090	-	8,090	(191)	-	(191)	267,500	3%
Total Expense	320,982	-	320,982	383,890	116,329	500,219	(62,908)	-	(62,908)	5,219,500	6%
Net Ordinary Income	(174)	212,392	212,217	(44,810)	494,590	449,780	44,636	(282,198)	(237,562)	(59,500)	
Other Income / Expenses											
Increase/Decrease in Net Position	(\$174)	\$212,392	\$212,217	(\$44,810)	\$494,590	\$449,780	\$44,636	(\$282,198)	(\$237,562)	(\$59,500)	

2015 Bond Program

Preliminary Report as of August 31, 2023

Project	Base Budget	Budget Adjustments	Current Budget	Program Management Fees	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Central									
731603 - CC Class Room Building	47,155,000	(804,781)	46,350,219	1,788,440	48,138,659	227,852	46,952,335	958,472	98.01%
71608A - CC McCollum Center Reno Phase II	-	8,083,421	8,083,421	338,733	8,422,154	162,159	8,139,559	120,436	98.57%
Sub-total	47,155,000	7,278,640	54,433,640	2,127,173	56,560,813	390,011	55,091,894	1,078,908	98.09%
North									
732606 - NC Wheeler Renovation	14,300,000	(4,242,967)	10,057,033	391,191	10,448,224	-	10,016,005	432,219	95.86%
732607 - NC Brightwell Renovation	6,628,000	(314,641)	6,313,359	258,531	6,571,891	24,520	6,547,371	-	100.00%
Sub-total	20,928,000	(4,557,607)	16,370,393	649,722	17,020,115	24,520	16,563,376	432,219	97.46%
South									
733605 - SC South Primary Electrical Upgrade	5,800,000	(33,375)	5,766,625	218,639	5,985,264	22,875	5,178,941	783,448	86.91%
733608 - SC Domestic Water System Rehabilitation	1,160,000	823,696	1,983,696	64,096	2,047,792	38,054	1,086,671	923,067	54.92%
733610 - SC Jones Renovation	13,803,000	4,348,177	18,151,177	605,876	18,757,053	253,549	16,518,502	1,985,002	89.42%
73610A - SC Jones Central Plant Relocation	-	9,570,357	9,570,357	344,861	9,915,218	-	8,863,717	1,051,501	89.40%
Sub-total	20,763,000	14,708,855	35,471,855	1,233,472	36,705,327	314,478	31,647,831	4,743,018	87.08%
Maritime									
736603 - MC Maritime Expansion	28,000,000	(26,631,300)	1,368,700	31,300	1,400,000	24,988	933,890	441,122	68.49%
Sub-total	28,000,000	(26,631,300)	1,368,700	31,300	1,400,000	24,988	933,890	441,122	68.49%
Generation Park									
Sub-total	-	-	-	-	-	-	-	-	-
Admin									
76605A - CW Deferred Maintenance Phase I *	-	31,184,038	31,184,038	427,385	31,611,423	9,954,989	15,447,490	6,208,944	80.36%
736610 - CW Deferred Maintenance Phase II *	-	1,650,000	1,650,000	-	1,650,000	-	-	1,650,000	-
736606 - Generation Park Opportunities	-	20,000,000	20,000,000	-	20,000,000	-	-	20,000,000	-
720100 - Program Management - AECOM	-	11,431,567	11,431,567	(11,404,113)	27,454	27,454	-	-	100.00%
736601 - Contingency	1,166,180	16,159,290	17,325,470	-	17,325,470	-	-	17,325,470	-
Sub-total	1,166,180	80,424,895	81,591,075	(10,976,728)	70,614,347	9,982,443	15,447,490	45,184,414	36.01%
Previously Completed and Closed Projects									
Sub-total	306,987,820	(71,223,483)	235,764,337	6,935,061	242,699,398	-	242,699,398	-	100.00%
TOTALS	425,000,000	-	425,000,000	-	425,000,000	10,736,440	362,383,879	51,879,681	87.79%

Energy Conservation Project

Preliminary Report as of August 31, 2023

Project	Base Budget	Budget Adjustments	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
College Wide							
E22001 - UCRM 1 - LED Lighting	811,078	(231,152)	579,926	-	579,926	-	100.00%
E22002 - UCRM 2.1a - A-1 HVAC	10,354	(5,782)	4,572	-	4,572	-	100.00%
E22003 - UCRM 2.1b - CC Chillers	1,526,400	156,744	1,683,144	17,192	1,643,708	22,244	98.68%
E22004 - UCRM 2.1c - NC Chiller	593,600	82,278	675,878	88,700	576,300	10,878	98.39%
E22005 - UCRM 2.1d - Maritime HVAC	33,000	(33,000)		-	-	-	-
E22006 - UCRM 2.6a - 35 Acre VFDs	9,946	20,905	30,851	-	30,851	-	100.00%
E22007 - UCRM 2.6b - S-7 & S-9 VFDs	26,452	56,684	83,136	-	83,136	-	100.00%
E22008 - UCRM 3 - Retro-Commissioning	280,000	74,010	354,010	20,000	334,010	-	100.00%
E22009 - UCRM 4.2c - Vending Misers	46,224	(46,224)	-	-	-	-	-
E22010 - UCRM 5.1 - Water Conserving Faucets	112,669	(63,192)	49,477	-	49,477	-	100.00%
E22011 - UCRM 8 - Solar PV	1,175,849	(260,598)	915,251	480,508	434,743	-	100.00%
Utility Assessment Report - 720600	96,546	-	96,546	-	96,546	-	100.00%
E22000 - Contingency Lone Star Loan	-	249,327	249,327	-	-	249,327	-
TOTALS	4,722,118	-	4,722,118	606,400	3,833,270	282,449	94.02%

Bond Interest Earnings

Preliminary Report as of August 31, 2023

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
College Wide								
732614 - NC - N7, N8 & N9 Roof Replacement (2008 Bond)	-	133,554	133,554	133,554	-	133,554	-	100.00%
732614 - NC - N7, N8 & N9 Roof Replacement	2,587,830	(472,744)	2,115,086	2,115,086	139,846	1,975,240	-	100.00%
733615 - SC - S7 & S9 Roof Replacement	1,737,060	581,484	2,318,544	2,318,544	49,264	2,161,450	107,830	95.35%
TOTALS	4,324,890	242,294	4,567,184	4,567,184	189,110	4,270,244	107,830	97.64%

Repair and Renovation

Preliminary Report as of August 31, 2023

Project	Base Budget	Budget Adjustments	Current Budget	Total Budget	Encumbered Funds	Total Expenditures	Remaining Balance	Percent of Budget Encumbered/ Expensed
Central								
F23040 CC - Lifecycle Furniture	-	123,162	123,162	123,162	8,806	114,356	-	100.00%
F23057 CC - CPET Worktables	-	5,421	5,421	5,421	5,421	-	-	100.00%
Sub-total	-	128,584	128,584	128,584	14,227	114,356	-	100.00%
North								
F23002 NC - North Misc.	-	4,658	4,658	4,658	1,983	2,675	-	100.00%
F23081 NC - N10.145 Cubicle for IT	-	5,366	5,366	5,366	4,540	827	-	100.00%
Sub-total	-	10,025	10,025	10,025	6,523	3,502	-	100.00%
South								
F23093 SC - S1.377 Biomanufacturing Lab	-	34,200	34,200	34,200	14,265	19,935	-	100.00%
Sub-total	-	34,200	34,200	34,200	14,265	19,935	-	100.00%
Generation Park								
Sub-total	-	-	-	-	-	-	-	-
District								
Sub-total	-	-	-	-	-	-	-	-
Contingency (720700) - Major Repairs	200,000	(188,274)	11,726	11,726	-	-	11,726	-
Sub-total	200,000	(188,274)	11,726	11,726	-	-	11,726	-
Projects Closed								
F23001 CC - Central Misc.	-	9,395	9,395	9,395	-	9,395	-	100.00%
F23011 CC - C34.112 Police Furniture and Move	-	14,522	14,522	14,522	-	14,522	-	100.00%
F23015 CC - C1.151 Corbin Lighting	-	29,568	29,568	29,568	-	29,568	-	100.00%
F23016 CC - C34.116 Furniture	-	6,644	6,644	6,644	-	6,644	-	100.00%
F23024 CC - C26.145 Mirrors	-	7,913	7,913	7,913	-	7,913	-	100.00%
F23027 CC - C45.1328 CPET Furniture	-	-	-	-	-	-	-	-
F23037 CC - C3 Office Relocation	-	72,812	72,812	72,812	-	72,812	-	100.00%
F23038 CC - C31 Welding Lab Demolition	-	10,108	10,108	10,108	-	10,108	-	100.00%
F23054 CC - C11 and C19 Electrical	-	3,378	3,378	3,378	-	3,378	-	100.00%
F23056 CC - C3 & C11 Access Control	-	13,849	13,849	13,849	-	13,849	-	100.00%
F23067 CC - C14.244 Student Sensory Room	-	3,033	3,033	3,033	-	3,033	-	100.00%
F23070 CC - C21.163 Art Gallery Relocation	-	156,270	156,270	156,270	-	156,270	-	100.00%
F23012 NC - N17 Wallpaper	-	54,365	54,365	54,365	-	54,365	-	100.00%
F23018 NC - Lab Conversion ECHS	-	18,956	18,956	18,956	-	18,956	-	100.00%
F23025 NC - N17 EMT Doors	-	18,159	18,159	18,159	-	18,159	-	100.00%
F23028 NC - Primary Electric Repair Design	-	172,655	172,655	172,655	-	172,655	-	100.00%
F23041 NC - Lifecycle Furniture	-	33,853	33,853	33,853	-	33,853	-	100.00%
F23072 NC - N33 Air Compressor	-	16,136	16,136	16,136	-	16,136	-	100.00%
F23079 NC - N33.202C Lift Blocks	-	1,026	1,026	1,026	-	1,026	-	100.00%
F23089 NC - N17.211e Card Reader	-	4,155	4,155	4,155	-	4,155	-	100.00%
F23000 SC - S9 Foundation Repair	-	19,898	19,898	19,898	-	19,898	-	100.00%
F23003 SC - South Misc.	-	9,107	9,107	9,107	-	9,107	-	100.00%
F23007 SC - S1.257 Digital Anatomy Lab Ph2	-	4,332	4,332	4,332	-	4,332	-	100.00%
F23008 SC - S6.122 Career Svc Office Ph2	-	6,074	6,074	6,074	-	6,074	-	100.00%
F23009 SC - S1.253 Computational Research	-	3,502	3,502	3,502	-	3,502	-	100.00%
F23013 SC - S1.255 Lab Furniture	-	5,398	5,398	5,398	-	5,398	-	100.00%
F23042 SC - Lifecycle Furniture	-	28,173	28,173	28,173	-	28,173	-	100.00%

F23068 SC - Picnic Tables	-	2,975	2,975	2,975	-	2,975	-	100.00%
F23077 SC - S6.211F Replacement Chair	-	9,740	9,740	9,740	-	9,740	-	100.00%
F23084 SC - S.12.218 Cubicle Reconfig	-	7,303	7,303	7,303	-	7,303	-	100.00%
F23085 SC - S6.196 Financial Aid Expansion	-	1,220	1,220	1,220	-	1,220	-	100.00%
F23092 SC - S11.237 Sensory Room	-	492	492	492	-	492	-	100.00%
F23045 MT - Lifecycle Furniture	-	-	-	-	-	-	-	-
F23026 GP - G2 Roller Shades	-	9,564	9,564	9,564	-	9,564	-	100.00%
F23044 GP - Lifecycle Furniture	-	-	-	-	-	-	-	-
F23004 DIST - Campus Misc.	-	4,225	4,225	4,225	-	4,225	-	100.00%
F23010 DIST - CW ADA Compliance	-	68,543	68,543	68,543	-	68,543	-	100.00%
F23017 DIST - A1.210/212 Cubicles Ext Ph2	-	2,652	2,652	2,652	-	2,652	-	100.00%
F23020 DIST - Roof Safety	-	125,068	125,068	125,068	-	125,068	-	100.00%
F23029 DIST - Wayfinding	-	1,675	1,675	1,675	-	1,675	-	100.00%
F23030 DIST - CW Ping Pong Tables	-	11,662	11,662	11,662	-	11,662	-	100.00%
F23032 DIST - A1.212 Ext Relations Furniture	-	6,817	6,817	6,817	-	6,817	-	100.00%
F23033 DIST - A2.213c Conference to Office	-	4,546	4,546	4,546	-	4,546	-	100.00%
F23043 DIST - Lifecycle Furniture	-	-	-	-	-	-	-	-
F23046 DIST - A1.210c Furniture Replacement	-	4,572	4,572	4,572	-	4,572	-	100.00%
F23053 DIST - CW Medical Privacy Rooms	-	10,577	10,577	10,577	-	10,577	-	100.00%
F23061 DIST - A2.102 & 112 Noise Canceling Devices	-	7,615	7,615	7,615	-	7,615	-	100.00%
F23062 DIST - A2.208 Workroom Conversion	-	11,041	11,041	11,041	-	11,041	-	100.00%
F23069 DIST - M1 Handrail Replacement	-	23,601	23,601	23,601	-	23,601	-	100.00%
F23074 DIST - A2.112 Workstation Lift	-	1,216	1,216	1,216	-	1,216	-	100.00%
F23078 DIST - A1.210 Cubicle Sit to Stand	-	922	922	922	-	922	-	100.00%
F23083 DIST - A1.116 Sit to Stand	-	957	957	957	-	957	-	100.00%
Sub-total	-	1,040,264	1,040,264	1,040,264	-	1,040,264	-	100.00%
TOTALS	200,000	1,024,798	1,224,798	1,224,798	35,015	1,178,057	11,726	99.04%

Action Item “IX”
Regular Board Meeting October 2, 2023
Consideration of Adoption of Ad Valorem Property Tax Rate

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve and adopt a 2023 tax rate of \$0.146195 per \$100 valuation of taxable property located within the San Jacinto Community College District.

The total tax rate of \$0.146195 is distributed as \$0.099152 for the purpose of maintenance and operation of the College and \$0.047043 for the purpose of paying debt service requirements on the College’s outstanding general obligation bonds.

BACKGROUND

The recommended 2023 tax rate of \$0.146195 per \$100 valuation is approximately \$0.009410 or 6.1 percent lower than the prior year rate of \$0.155605.

The recommended 2023 tax rate of \$0.146195 is higher than the calculated no-new-revenue tax rate of \$0.140269 and requires the College to hold a public hearing. The no-new-revenue tax rate is the rate that provides the taxing unit with about the same amount of revenue it received in the previous year, less estimated refunds from disputed values. The total tax rate for 2022 was \$0.155605. The no-new-revenue tax rate is less than last year’s total tax rate because the College’s certified tax values increased by 12.4 percent from tax year 2022 to 2023.

The recommended 2023 tax rate of \$0.146195 is also less than the voter-approval rate of \$0.150555, which is the rate that would provide the taxing unit with approximately the same amount of tax revenue it received the previous year (less estimated refunds from disputed values), plus an extra eight percent increase, in addition to sufficient funds to pay debts in the coming year. The voter-approval tax rate is the highest tax rate allowed without voter approval.

In compliance with the State of Texas Truth-In-Taxation laws, appropriate notices have been published in newspapers and on the College’s website and the public hearing to receive input on the proposed tax rate will be held directly prior to the regular Board of Trustees meeting on October 2, 2023.

For calendar year 2023, the average taxable value of a residence homestead in the San Jacinto Community College District is \$170,800. If the governing body adopts the proposed tax rate of \$0.146195 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$249.70.

IMPACT OF THIS ACTION

Establishment of the 2023 property tax rate will satisfy the requirement that a rate be adopted within 60 days of delivery of the certified tax rolls, which were received August 29, 2023.

Action Item “IX”
Regular Board Meeting October 2, 2023
Consideration of Adoption of Ad Valorem Property Tax Rate

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Certified property tax values for the 2023 tax year were received from the Harris County Appraisal District (HCAD) on August 29, 2023. The total taxable value for 2023 is \$86.3 billion which is \$9.5 billion (12.4%) higher than the prior year total taxable value.

The proposed maintenance and operations tax rate for 2023 is \$0.099152 per \$100 assessed valuation, generating the approximate amount needed to support the adopted fiscal year 2023-2024 (FY2024) unrestricted budget.

The proposed debt service tax rate for 2023 is \$0.047043 per \$100 assessed valuation, generating the approximate amount needed to meet debt payment obligations for FY2024.

MONITORING AND REPORTING TIMELINE

Property tax revenues are reported monthly in the College’s financial statements, and subject to audit by the College’s external auditors.

ATTACHMENTS

Attachment 1 – 2023 Tax Levy Order

RESOURCE PERSONNEL

Brenda Hellyer	281-998-6100	brenda.hellyer@sjcd.edu
Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
Carin Hutchins	281-998-6109	carin.hutchins@sjcd.edu

Attachment 1

TAX LEVY ORDER

AN ORDER LEVYING A TAX OF \$0.146195 PER ONE HUNDRED DOLLAR VALUATION OF TAXABLE PROPERTY FOR THE YEAR 2023 FOR THE SUPPORT AND MAINTENANCE OF SAN JACINTO COMMUNITY COLLEGE DISTRICT AND TO PAY THE PRINCIPAL AND INTEREST ON OUTSTANDING BONDS OF THE DISTRICT AND PROVIDING FOR STATEMENTS CONCERNING COLLECTION AND EXPENDITURE OF FUNDS BY OFFICIALS.

IT IS THEREFORE ORDERED by the Board of Trustees of San Jacinto Community College District that there is hereby levied and there shall be collected for year 2023, for the use and support of San Jacinto Community College District upon all property, real, personal and/or mixed, within the boundary and limits of the San Jacinto Community College District, subject to taxation, a tax of \$0.146195 on each One Hundred Dollars (\$100.00) valuation levied and apportioned for the purpose of the maintenance and support of the San Jacinto Community College District, including current expenses, and for the construction and/or equipment and/or maintenance and/or purchase of buildings and grounds for such District, and/or Bonds issued and to be issued for the construction and/or equipment of buildings and/or acquisition of sites therefore, and principal and interest on sinking funds of such Bonds:

- A. The amount of \$0.099152 cents of said \$0.146195 tax levied on each \$100.00 valuation of taxable property in said District is hereby allocated for the purpose of maintenance of the public college in said District.**

SAN JACINTO COMMUNITY COLLEGE DISTRICT ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.45 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-6.35.

- B. The amount of \$0.047043 of the tax of \$0.146195 levied on each \$100.00 valuation of taxable property in said District is hereby allocated for the purpose of paying interest and principal on the outstanding building bonds of said District.**

Attachment 1

THAT all monies collected under this Order for the purpose therein stated, be, and the same is hereby appropriated and set apart for such purposes, and that the person designated as the Assessor and Collector of taxes for the San Jacinto Community College District and the Vice Chancellor of Fiscal Affairs of the San Jacinto Community College District shall keep these accounts so as to show the amount collected, the amount expended, and the amount on hand at any time, belonging to such funds, IT IS HEREBY made the duty of the Tax Assessor and Collector to deliver to the Vice Chancellor of Fiscal Affairs of the District, at the time of depositing monies a statement showing such deposits are made and from what source received.

PASSED AND APPROVED this the 2nd day of October 2023.

ATTEST: SAN JACINTO COMMUNITY COLLEGE DISTRICT

**BY _____
Secretary, Board of Trustees**

**BY _____
Chair, Board of Trustees**

Action Item “X”
Regular Board Meeting October 2, 2023
Consideration of Approval of Amendment to the 2023-2024 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 2023-2024 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 to provide access to funding to meet the objectives set forth within the grant requirements. This budget amendment request includes additions to restricted revenues and restricted expenses as a result of new awards and changes to existing grants received during the month of September 2023.

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 \$667,059 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- 10-02-23

Attachment 2- Grant Detail- 10-02-23

RESOURCE PERSONNEL

Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
Tomoko Olson	281-998-6146	tomoko.olson@sjcd.edu

SAN JACINTO COLLEGE DISTRICT
Federal, State, and Local Grant Amendments
October 2, 2023

	Fund	Org.	Account	Prog.	Amount Debit (Credit)
<u>U.S. Department of Education/Texas Higher Education Coordinating Board - Carl Perkins Career and Technical Education - Basic Grant 2024 (Additional Funds)</u>					
Federal Grant Revenue	528447	56700	554100	110000	(477,426)
Non-Instructional Labor	528447	56700	610000	460121	15,000
Fringe Benefits	528447	56700	650000	160121	1,200
Supplies	528447	56700	710000	460130	150,000
Travel	528447	56700	720000	160112	68,492
Contractual Svcs	528447	56700	730000	460115	35,000
Contractual Svcs - Indirect costs	528447	56700	731500	620909	22,734
Equipment	528447	56700	741000	160112	150,000
Student Aid - Books & Supplies	528447	56700	751120	520235	<u>35,000</u>
					\$ -
<u>U.S. Department of Labor/Texas Workforce Commission - FY2024 Apprenticeship Training Program Chapter 133 (New Grant)</u>					
Federal Grant Revenue	531726	56700	554100	110000	(40,070)
State Grant Revenue	551048	56700	554200	110000	(149,563)
Non-Instructional Labor	551048	56700	610000	460961	21,880
Fringe Benefits	551048	56700	650000	460961	6,564
Contractual Svcs	551048	56700	731000	460961	121,119
Contractual Svcs	531726	56700	731000	460962	<u>40,070</u>
					\$ -
					<u>\$ -</u>

Net Increase (Decrease)

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	\$ 477,426
U.S. Department of Labor	40,070
Texas Workforce Commission	<u>149,563</u>
	\$ 667,059

October 02, 2023, Board Book – Grant Amendments Detail List

U.S. Department of Education/Texas Higher Education Coordinating Board - Carl Perkins Career and Technical Education - Basic Grant 2024 (Additional Funds)

Perkins Basis Grants represents an important option to expand opportunities for every student to explore, choose, and follow career and technical education (CTE) programs of study and career pathways to earn credentials of value. Career and Technical Education programs are taught in a sequence of courses leading to identifiable programs of study that are aligned and assessed with specific program-level outcomes. The most frequent use of funds include occupationally relevant equipment, CTE curriculum materials, materials for learning labs, curriculum development or modification, staff development, career counseling and guidance activities, efforts for academic-technical integration, supplemental services for special populations, childcare assistance, hiring CTE staff, and outreach and retention programs.

U.S. Department of Labor/Texas Workforce Commission - FY2024 Apprenticeship Training Program Chapter 133 (New Grant)

San Jacinto College's continuing education program is with the Central South Carpenters and Millwrights Training Trust Fund in Houston, Austin, and San Antonio. This program has been producing well-trained apprentices in the Houston area for more than 10 years. This funding will provide training for approximately 175 carpenters, 150 interior systems, and 180 millwright apprentices. The College will also be working with Apache Industrial Services in Houston to train 39 insulation workers, 21 painters industrial coating and lining specialists, and 50 gasoline erectors.

Action Item “XI”
Regular Board Meeting October 2, 2023

**Consideration of Approval of the Bachelor of Applied Technology Degree in Information
Technology with an Emphasis in Cybersecurity**

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the offering of a Bachelor of Applied Technology degree in Information Technology with an emphasis in Cybersecurity (BAT in IT-Cybersecurity) for San Jacinto College.

BACKGROUND

Information security, also known as cybersecurity, is experiencing rapid growth and soaring demand for professionals on a global scale. As technology advances and becomes increasingly integrated into our daily lives, the need for experts in cybersecurity has grown significantly. This surge in demand has led to diverse career opportunities in various specializations, including network security, threat intelligence, cloud security, incident response, and many other areas, including areas still in development. Many cybersecurity professionals start as security analysts and can progress into high-level management positions, such as Chief Information Security Officers (CISOs).

The world has witnessed a dramatic increase in cyber-attacks in recent years, exacerbated by the COVID-19 pandemic. The impact of the pandemic on cybersecurity was evident as cyber-attacks surged by 63 percent in 2020, according to a report by the Information Systems Security Association and Enterprise Strategy Group. Moreover, the "2020 Year End Report: Data Breach QuickView" by Risk Based Security reported a 141 percent increase in publicly reported breach events, exposing 37 billion records. The trend continued into 2021, with a 17 percent increase in breaches compared to 2020, as indicated by the Identity Theft Resource Center.

The global cybersecurity market, valued at USD 202.72 billion in 2022, is projected to grow at a compound annual growth rate (CAGR) of 12.3 percent from 2023 to 2030. The growth is driven by the widespread expansion of e-commerce platforms, the adoption of cloud solutions, and the escalating utilization of intelligent and IoT (Internet of Things) technologies; all of which bring about evolving cyber threats. Organizations worldwide are expected to invest in advanced cybersecurity solutions to detect, mitigate, and minimize cyber-attack risks.

The Bureau of Labor Statistics (BLS) projects a 35 percent employment growth in the cybersecurity field from 2021 to 2031, significantly outpacing the average for all occupations. The post-pandemic hybrid work trend and the continued prevalence of BYOD (Bring Your Own Device) practices will sustain the growth in the cybersecurity job market. The demand for skilled professionals is pervasive across industries with a digital presence, underscoring the need for well-trained cybersecurity experts. While entry-level positions increasingly accept associate degree holders with industry credentials and relevant experience, employers often prefer candidates with bachelor's degrees. A BAT in IT- Cybersecurity will provide students with a more effective pathway to enter and advance in the cybersecurity workforce.

The BAT in IT-Cybersecurity program equips students with both technical and academic competencies. It focuses on practical skills such as network security, cryptography, and ethical

Action Item “XI”
Regular Board Meeting October 2, 2023

**Consideration of Approval of the Bachelor of Applied Technology Degree in Information
Technology with an Emphasis in Cybersecurity**

hacking, and encompasses broader issues related to cybersecurity, including legal and ethical considerations. Beyond meeting the demand for information security experts, this program also prepares students for advanced degrees and careers in related fields, such as information technology and computer science, allowing specialization in areas like digital forensics, risk management, and incident response.

San Jacinto College has received feedback and approval to consider this degree from both the Chancellor's Cyber/Cloud Advisory Council and the Cybersecurity Advisory Committee. Offering a BAT in IT- Cybersecurity would advance the College's vision to support the needs of the local workforce and community. The development of a BAT in IT- Cybersecurity is imperative to address the escalating demand for highly skilled information security professionals. In an era marked by technological advancement and growing reliance on digital systems, the threat landscape has expanded, encompassing hacking, data breaches, and cybercrime. This necessitates the cultivation of professionals who possess the requisite skills to prevent and respond to these threats.

In considering and developing the College's plan for implementation of a BAT in IT- Cybersecurity program, research on similar program offerings at Texas community colleges and universities was conducted. Currently, Alamo College District, Austin Community College, Collin College, and Lone Star College offer a Bachelor of Applied Science or Bachelor of Applied Science in Cybersecurity. Most local and state universities offer a certification in Cybersecurity through their Computer Science departments, but often are based on theoretical foundations instead of practical application.

IMPACT OF THIS ACTION

This action by the Board of Trustees would allow the administration to take the next steps in the implementation process which includes notifications to the Texas Higher Education Coordinating Board (THECB) and Higher Education Regional Council (HERC), curriculum proposal development, and submission of the proposal to THECB and Southern Association of Colleges and Schools Commission on Schools (SACSCOC). San Jacinto College conservatively anticipates admitting an initial cohort of forty students beginning fall 2024. Second year projections would see an increase to 86 students. The College estimates 120 students enrolled in the program by year three and a climb to approximately 240 students by year five. These projections are based on traditional and dual-credit partnership enrollment across the College's service area.

BUDGET INFORMATION (including any staffing implications)

A Cybersecurity program director and full-time faculty will be hired the first year, with a success coach and additional full-time faculty hired in subsequent years. Capital expenditure is estimated to be \$50,000 to partially fund the build-out and operation of a Security Operations Center (SOC). The department is currently pursuing an Advanced Technological Education – National

Action Item “XI”
Regular Board Meeting October 2, 2023

**Consideration of Approval of the Bachelor of Applied Technology Degree in Information
Technology with an Emphasis in Cybersecurity**

Science Foundation grant in order to offset some of the costs. The College will be notified by the end of February 2024 if awarded, and these funds would cover the build-out of a SOC of the first year and operational costs during second and third year. The net revenues less expenditures are projected to reach and exceed the breakeven point in year three of the program.

MONITORING AND REPORTING TIMELINE

THECB requires career technical certificates and associate programs to award an average of five credentials per academic year, and the total credentials awarded for any five-year period cannot be less than twenty-five. A new degree program is exempted from this requirement for the first five years of program implementation. Annual review by THECB will begin in the sixth year of implementation. San Jacinto College will review progress and outcomes of the BAT in IT-Cybersecurity degree program regularly through advisory committee meetings and annually as part of the College’s program review process. As appropriate, updates will be provided to the Board of Trustees.

It is anticipated that the program will significantly exceed the THECB requirements.

ATTACHMENTS

Attachment 1 – Program Implementation Timeline

RESOURCE PERSONNEL

Laurel V. Williamson	281-998-6182	laurel.williamson@sjcd.edu
Chris Duke	281-998-6203	chris.duke@sjcd.edu
Aaron Knight	281-922-3403	aaron.knight@sjcd.edu
Kevin Morris	281-922-3479	kevin.morris@sjcd.edu

Attachment 1

Program Implementation Timeline

Date	Activity/Submission
June 2023	- Workforce and Economic Development Council (WEDC) Proposal and Approval (Complete)
August 2023	- Strategic Leadership Team (SLT) Approval (Complete)
September 2023	- Cyber Security faculty work on program/curriculum and submit for Curriculum Committee approval (Complete) - Cyber Security Advisory Committee Advisory Committee curriculum presentation (Complete)
October 2023	- Submit to San Jacinto College Board for Approval - Texas Higher Education Coordinating Board (THECB) -- Planning Notification/Complete SACSCOC substantive change prospectus for New Program – Approval
November 2023	- Hire Cyber-Security Workforce Program Director (Posting in October)
December 2023	- Submit SACSCOC substantive change prospectus for New Program – Approval - Complete THECB Proposal for a New Bachelor’s Degree Program
January 2024-July 2024	- Continue building out coursework and work with Student Services and Marketing for Recruitment
February 2024	- Submit THECB Proposal for a New Bachelor’s Degree Program
June 2024	- Anticipate SACSCOC approval of New Program
August 2024	- Begin program

Action Item “XII”
Regular Board Meeting October 2, 2023
Consideration of Approval of the Education Aide Optional
Tuition Exemption for Fiscal Year 2024

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the Educational Aide optional tuition exemption to be offered to students beginning spring 2024.

BACKGROUND

The Texas Education Code authorizes certain exemptions and waivers to students in various circumstances and for meeting specialized criteria. Some exemptions and waivers are mandatory, while others are optional at the discretion of the College. Under Texas Education Code, §54.363, the College is authorized to participate in the Texas Higher Education Coordinating Board (THECB) Education Aide Exemption (EAE) program.

The College participated in this program through 2011, but there were very few students taking advantage of the program at the time. With the critical shortage in teachers and the College’s focus on early childhood education through the establishment of a bachelors in applied science in education, there is a renewed need for the program, and the College is in a better position to promote and manage the program.

To be eligible for this exemption, a student must meet the following requirements:

- be classified by the institution as a Texas resident;
- be registered with Selective Service System, or be exempt from registering;
- have financial need;
- meet the institution’s satisfactory academic progress requirements;
- have been employed by a public school district in Texas working in the classroom directly with the students on a full-time basis as one of the following:
 - an educational aide for at least one school year, during the five years preceding the term or semester for which the student received the initial award
 - a substitute teacher for 180 or more full days during the five years preceding the term or semester for which the student received the initial award as defined in 19 TAC, Section 21.1081(5);
- be employed in some capacity by a public school district in Texas during the full term for which the student receives the award; and
- be enrolled in courses required for teacher certification in one or more subject areas experiencing a critical shortage of teachers at public schools in Texas, as determined by the Texas Education Agency.

Students receiving awards through this program will be exempted from the payment of the total resident tuition and required fees, other than laboratory and class fees, for courses taken during the applicable term.

IMPACT OF THIS ACTION

Exemptions and waivers are intended to encourage targeted populations to persist and complete college coursework. The EAE program will be beneficial to the College’s independent school district partners working to upskill and reskill their current paraprofessionals to meet the teacher

Action Item “XII”
Regular Board Meeting October 2, 2023
Consideration of Approval of the Education Aide Optional
Tuition Exemption for Fiscal Year 2024

shortage. This exemption provides access and opportunity to current aides to complete a full teacher certification by reducing financial barriers such as tuition costs associated with attending college.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Institutions are invited annually to participate in the EAE program allocation process. To the extent funds are made available by the Texas Legislature, the THECB provides allocations for the EAE program annually to participating institutions. Participation requires that institutions utilize institutional matching funds to cover at least 10% of each recipient's exemption. For Fiscal Year 24 (FY24), the College has been allocated \$10,945. Based on this allocation and the estimated participation of students, the cost to the College for FY24 would be no greater than \$1,095. This allocation is considered adequate in light of the large number of requirements to qualify.

MONITORING AND REPORTING TIMELINE

Monthly budget reports provide ongoing monitoring and reporting of exemptions and waivers.

ATTACHMENTS

None

RESOURCE PERSONNEL

Teri Zamora	281-998-6100	teri.zamora@sjcd.edu
Carin Hutchins	281-998-6109	carin.hutchins@sjcd.edu

Adopt a Resolution Authorizing The Issuance of San Jacinto Community College District Combined Fee Revenue Bonds; Setting Certain Parameters For The Bonds; Authorizing The Vice Chancellor of Fiscal Affairs to Approve the Amount, the Interest Rate, Price, Including the Terms Thereof and Certain Other Procedures and Provisions Related Thereto

ADMINISTRATION RECOMMENDATION/REPORT

The Chancellor recommends that the Board of Trustees approve the resolution authorizing the issuance of a maximum of \$4 million of Revenue Bonds and authorizing the Vice Chancellor of Fiscal Affairs to approve the amount, interest rate, price, terms and other provisions thereof.

BACKGROUND

Revenue Bonds issued by San Jacinto College are issued under the authority granted in Section 130.125 of the Texas Education Code. Revenue bonds may be issued to provide funds to acquire, purchase, construct, improve, renovate, enlarge, equip, operate, and/or maintain any property, buildings, structures, activities, or operations of any nature. The bonds are payable from and secured by liens on and pledges of all or any part of any of the non-ad valorem tax revenues from any tuition, fees, rentals, charges, or other resources of the College. Voter approval is not required. The bonds are secured by a lien on the pledged revenues which consist of tuition, fees and any additional revenues or receipts of the College which may hereafter be pledged to the payment of the bonds by the College.

IMPACT OF THIS ACTION

Adoption of this resolution authorizing issuance of the bonds will allow the College to finance construction of the Center for Biotechnology at the Generation Park campus. This project is a workforce training project that will be constructed to facilitate credit and non-credit training in the area of biotechnology. The facility will be approximately 10,000 square feet and will house classrooms, labs, support, and administrative space for the program. The current estimate for the building project is \$4,000,000 with occupancy scheduled for March 2025.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Debt service on the issued bonds will be paid for with operational funds generated by pledged revenues as described above.

MONITORING AND REPORTING TIMELINE

Issuance of the bonds initiates continuing disclosure requirements to the Municipal Securities Rulemaking Board. In addition, the pledged revenue requirements as well as payments of principal and any interest are subject to audit by the College's independent certified public accountants.

ATTACHMENTS

Attachment 1 - Resolution Authorizing the Issuance of San Jacinto Community College District Combined Fee Revenue Bonds

RESOURCE PERSONNEL

Brenda Hellyer
Teri Zamora

281-998-6100
281-998-6306

brenda.hellyer@sjcd.edu
teri.zamora@sjcd.edu

Attachment 1

RESOLUTION AUTHORIZING THE ISSUANCE OF SAN JACINTO COMMUNITY COLLEGE DISTRICT COMBINED FEE REVENUE BOND; SETTING CERTAIN PARAMETERS FOR THE BOND; AUTHORIZING THE VICE CHANCELLOR OF FISCAL AFFAIRS TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND CHAMBERS §
SAN JACINTO COMMUNITY COLLEGE DISTRICT §

WHEREAS, San Jacinto Community College District (the “College”) is a junior college district operating under Chapter 130, Texas Education Code, as amended; and

WHEREAS, the Board of Trustees of the College (the “Board”) is authorized by Section 130.123, Texas Education Code, as amended, to issue its revenue obligations and execute credit agreements in order to finance project costs of an eligible project or to refinance obligations issued in connection with an eligible project; and

WHEREAS, the College issued its outstanding San Jacinto Community College District Combined Fee Revenue Bonds, Series 2015 (the “Series 2015 Bonds”), which are considered “Senior Lien Bonds,” as defined in the resolution authorizing the Series 2015 Bonds (the “Series 2015 Bond Resolution”);

WHEREAS, the College desires to issue a taxable Bond (as hereinafter defined) to finance the costs of one or more “eligible projects” as such term is defined by Chapter 130, Texas Education Code and Chapter 1371, Texas Government Code;

WHEREAS, the Bond will be considered a “Senior Lien Bond” payable from and secured by a first lien on the Pledged Revenues (as hereafter defined) on parity with the Series 2015 Bonds and any Additional Senior Lien Bonds (as hereinafter defined) hereinafter issued;

WHEREAS, the College has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore, the College qualifies as an “Issuer” under Chapter 1371, Texas Government Code; and

WHEREAS, pursuant to Section 1371.053, Texas Government Code, the College desires to delegate the authority to effect the sale of the Bond to the Vice Chancellor of Fiscal Affairs (the “Pricing Officer”); Now, therefore

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SAN JACINTO COMMUNITY COLLEGE DISTRICT:

Attachment 1

1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Resolution are true and correct.

2. Definitions. Throughout this Resolution the following terms and expressions as used herein shall have the meanings set forth below:

“Additional Bonds” means the Additional Senior Lien Bonds and the Additional Junior Lien Bonds.

“Additional Junior Lien Bonds” means the additional Junior Lien Bonds permitted to be issued by the College.

“Additional Senior Lien Bonds” means the additional Senior Lien Bonds permitted to be issued by the College.

“Board” means the Board of Trustees of the College.

“Bond” means the San Jacinto Community College District Combined Fee Revenue Bond, Taxable Series ¹ ___ authorized by this Resolution, unless the context clearly indicates otherwise.

“Bond Counsel” means Hunton Andrews Kurth LLP.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“College” means the San Jacinto Community College District.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Continuing Education Fees” means the fees charged by the College for its continuing education programs, including but not limited to, non-credit courses, workshops, seminars, conferences, contract training and institutes.

“General Fees” means the fees established by resolution of the Board pursuant to Section 130.123, Texas Education Code, to be fixed, charged and collected from all students (excepting any category of students now exempt by law from paying such fees) regularly enrolled in the College, for the general use and availability of the College in the manner and to the extent as provided in this Resolution.

“Initial Bond” means the Initial Bond authorized by Section 5(c).

“Interest Payment Date”, when used in connection with any Bond, means the dates set forth in the Officer’s Pricing Certificate.

¹Insert from Officer’s Pricing Certificate.

Attachment 1

“Issuance Date” means the date on which the Bond is delivered to and paid for by the Purchaser.

“Junior Lien Bonds” means each series of bonds from time to time hereafter issued secured by a lien on and pledge of the Pledged Revenues junior and inferior to the lien on the Pledged Revenues securing the Senior Lien Bonds.

“Laboratory Fees” means those fees charged by the College for the use of laboratory facilities.

“Miscellaneous Fees” means the College’s Late Registration Fees, Withdrawal/Change of Schedule Fees, Transcript Fees, Graduation Fees, Installment Fees and Program Fees.

“Officer’s Pricing Certificate” means a certificate signed by a Pricing Officer and containing the information regarding the Bond specified herein.

“Out-of-District Fees” mean the fee or fees established by resolution of the Board pursuant to Section 130.123, Texas Education Code, to be fixed, charged and collected to the greatest extent permitted by law from certain categories of students not residing within the boundaries of the College (excepting any category of students now exempt by law from paying such fees) regularly enrolled in the College, for the general use and availability of the College in the manner and to the extent as provided in this Resolution.

“Outstanding,” when used with reference to the Bond or Additional Bonds, means, as of a particular date, all such bonds or notes theretofore and thereupon delivered except: (a) any such bond cancelled by or on behalf of the College at or before said date, (b) any such bond defeased or no longer considered Outstanding pursuant to the provisions of the resolution authorizing its issuance, or otherwise defeased as permitted by applicable law, and (c) any such bond in lieu of or in substitution for which another bond shall have been delivered pursuant to the resolution authorizing the issuance of such bond.

“Owner” or “Holder” means any person who shall be the registered owner of the outstanding Bond.

“Paying Agent/Registrar” means UMB Bank, N.A., and its successors in that capacity.

“Pledged Revenues” means the General Fees, Laboratory Fees, Miscellaneous Fees, Out-of-District Fees, Technology Fees, Continuing Education Fees, Tuition, and any additional revenues or receipts of the College which may hereafter be pledged to the payment of the Bond by the College.

“Pricing Officer” means the Vice Chancellor of Fiscal Affairs of the College.

“Private Placement Letter” means the letter agreement described in Section 4(d) of this Resolution.

“Purchaser” means the purchaser identified in the Officer’s Pricing Certificate.

Attachment 1

“Record Date” means, for any Interest Payment Date, the last Business Day of the month next preceding each Interest Payment Date.

“Register” means the books of registration kept by the Paying Agent/Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bond registered to, the Owner.

“Resolution,” as used herein and in the Bond, means this resolution authorizing the Bond.

“Senior Lien Bonds” means the Series 2015 Bonds, the Bond, and each series of Additional Senior Lien Bonds from time to time hereafter issued.

“Series 2015 Bonds” means the College’s District Combined Fee Revenue Bonds, Series 2015.

“Series 2015 Bond Resolution” means the Resolution authorizing the Series 2015 Bonds.

“Technology Fees” mean the fees charged by the College for the use and improvement of the College’s computers, software licenses, and other technology equipment and facilities.

“Tuition” means the maximum amount of tuition the College is now or hereafter authorized to pledge to any bonds or notes under Texas law, including Section 130.123(e), Texas Education Code, as amended.

“Vice Chancellor of Fiscal Affairs” means Teri Zamora, or such other person serving the College as a successor in that capacity.

3. Authorization. The Bond shall be issued in fully registered form in a maximum aggregate principal amount not to exceed \$4,000,000 for the purpose of the purchase, construction, acquisition and equipment of school buildings in the College’s boundaries, including the construction, acquisition, and equipment of a biotechnology workforce center on the College’s Generation Park Campus, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Section 130.123, Texas Education Code and Chapter 1371, Texas Government Code.

4. Delegation of Authority. As authorized by Section 1371.053, Texas Government Code, the Pricing Officer is authorized to act on behalf of the College through a date one year from the date of this Resolution, in selling and delivering the Bond, subject to the conditions and carrying out the other procedures as set forth below:

(a) Designation. The Bond shall be designated as “SAN JACINTO COMMUNITY COLLEGE DISTRICT COMBINED FEE REVENUE BOND, TAXABLE SERIES ²_____.”

(b) Date, Denomination, Interest Rates, and Maturities. The Bond shall be dated, mature on the dates in each of the years and in the amounts set out in any Officer’s Pricing

²Insert from Officer’s Pricing Certificate.

Attachment 1

Certificate, shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts, set out in the Officer's Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer's Pricing Certificate payable on each Interest Payment Date.

(c) Selling and Delivering the Bond. The Pricing Officer shall determine any mandatory sinking fund redemption provisions for the Bond and all other matters not expressly provided in this Resolution relating to the issuance, sale and delivery of the Bond, all of which shall be specified in the Officer's Pricing Certificate; provided that:

- (i) the net effective interest rate on the Bond shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; and
- (ii) the aggregate par amount of the Bond issued hereunder shall never exceed the maximum principal amount authorized in Section 3(a) hereof; and
- (iii) the Bond shall mature not more than 40 years from its date.

(d) Sale; Private Placement Letter. The Bond shall be sold and delivered to the Purchaser at a price to be set forth in the Officer's Pricing Certificate, plus accrued interest to the date of delivery, in accordance with the terms of a Private Placement Letter to be approved by the Pricing Officer. The Pricing Officer is hereby authorized and directed to execute the Private Placement Letter on behalf of the College, and the Pricing Officer and all other officers, agents and representatives of the College are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bond.

(e) Use of Proceeds for the Bond. Proceeds from the sale of the Bond shall, promptly upon receipt by the College, be applied as follows:

- (i) Accrued interest in the amount of \$³ and, if necessary, net premium on the Bond in the amount of \$⁴, shall be deposited into the Debt Service Fund.
- (ii) Net premium on the Bond in the amount of \$⁵ shall be used to pay the costs of issuance.
- (iii) Bond proceeds in the amount of \$⁶ shall be used for the purposes described in Section 3.

³Insert from Officer's Pricing Certificate.

⁴Insert from Officer's Pricing Certificate.

⁵Insert from Officer's Pricing Certificate.

⁶Insert from Officer's Pricing Certificate.

Attachment 1

- (iv) Any proceeds of the Bond remaining after making all deposits and payments shall be deposited into the Debt Service Fund.

5. Execution and Registration of Bond. (a) The Bond shall be signed by the Chair or Vice Chair of the Board and countersigned by the Secretary of the Board, by their manual, lithographed, or facsimile signatures, and the official seal of the College shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bond shall have the same effect as if each of the Bond had been signed manually and in person by each of said officers, and such facsimile seal on the Bond shall have the same effect as if the official seal of the College had been manually impressed upon each of the Bond.

(b) If any officer of the College whose manual or facsimile signature shall appear on the Bond shall cease to be such officer before the authentication of such Bond or before the delivery of such Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Resolution unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificates shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the College, and have been registered by the Comptroller.

(d) On the Closing Date, the Initial Bond, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Chair of the Board and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Purchaser or its designee.

6. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bond. The principal of the Bond shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar, in Houston, Texas. The interest on the Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register. If the date for payment of the principal of or interest on the Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

7. Successor Registrars. The College covenants that at all times while the Bond is outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of

Registrar for the Bond. The College reserves the right to change the Registrar for the Bond on not less than thirty (30) days written notice to the Registrar, so long as any such notice is effective not less than sixty (60) days prior to the next succeeding principal or interest payment date on the Bond. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify the Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8. Special Record Date. If interest on the Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the College. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to the affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Ownership; Unclaimed Principal and Interest. The College, the Registrar and any other person may treat the person in whose name the Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the College nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of the Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the College and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bond remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

10. Registration, Transfer, and Exchange. So long as the Bond remains outstanding, the Registrar shall keep the Register at its principal payment office in Houston, Texas. Subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of the Bond in accordance with the terms of this Resolution.

The Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Houston, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of the Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Bond of the same type registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond so presented.

Attachment 1

The Bond shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in Houston, Texas, for a Bond of the same type, maturity and interest rate in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange the Bond in accordance with the provisions of this Section. The Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond in lieu of which such Bond is delivered.

The College or the Registrar may require the Owner of the Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the College.

11. Mutilated, Lost, or Stolen Bond. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the College, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The College or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The College or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (a) furnish to the College and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnish such security or indemnity as may be required by the Registrar and the College to save them harmless;
- (c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (d) meet any other reasonable requirements of the College and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the College and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the College or the Registrar in connection therewith.

Attachment 1

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the College in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond in lieu of which such replacement Bond is delivered.

12. Cancellation of Bond. The Bond paid in accordance with this Resolution, and any Bond in lieu of which an exchange Bond or replacement Bond is authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the College with an appropriate certificate of destruction of such Bond.

13. Optional and/or Mandatory Redemption; Defeasance. The Bond is subject to optional and/or mandatory redemption as set forth in the Form of Bond.

Notice of any redemption identifying the Bond to be redeemed in whole shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of the Bond to be redeemed in whole at the address shown on the Register. Such notices shall state the redemption date, the redemption price, and the place at which the Bond is to be surrendered for payment. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bond. When the Bond has been called for redemption in whole and due provision has been made to redeem same as herein provided, the Bond so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owner to collect interest which would otherwise accrue after the redemption date on the Bond called for redemption shall terminate on the date fixed for redemption.

The Bond may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

14. Forms. The form of the Bond, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to the Initial Bond, the form of the Registrar's Authentication Certificate and the form of Assignment, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be required by the Pricing Officer, necessary or desirable and not prohibited by this Resolution:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

or by such other method, acceptable to the Paying Agent/Registrar, requested by and at the risk and expense of, the Owner of the Bond.

THIS TAXABLE BOND, as defined in the Resolution, is payable from and secured by a lien on and pledge of certain Pledged Revenues, as defined and provided in the Resolution, to which reference is made for all purposes, which Pledged Revenues include the General Fees, the Laboratory Fees, the Miscellaneous Fees, the Out-of-District Fees, the Technology Fees, the Continuing Education Fees, Tuition and any other revenues or receipts of the College which may hereafter be pledged to the payment of the Bond. This Bond, together with the interest thereon, constitutes a special obligation of the College, is payable solely from the Pledged Revenues and does not constitute an indebtedness or general obligation of the College. The Owner hereof shall never have the right to demand payment of principal or interest out of any funds raised or to be raised by taxation.

[Optional and mandatory redemption language]¹³

NOTICE OF ANY REDEMPTION identifying the Bond to be redeemed in whole shall be given by the Paying Agent/Registrar at least thirty (30) days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of the Bond to be redeemed in whole at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which the Bond is to be presented and surrendered for payment. Any notice given as provided herein shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bond to be redeemed, plus accrued interest to the date fixed for redemption. When the Bond has been called for redemption in whole and due provision has been made to redeem the same as herein provided, the Bond shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owner to collect interest which would otherwise accrue after the redemption date on the Bond called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Resolution.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Paying Agent/Registrar, for a Bond in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Resolution.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

¹³ Insert from Officer's Pricing Certificate, if necessary.

Attachment 1

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Resolution.

THE COLLEGE has covenanted in the Resolution that it will at all times provide a legally qualified paying agent/registrar for the Bond and will cause notice of any change of paying agent/registrar to be mailed to the registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that this Bond does not exceed any Constitutional or statutory limitation; and that provision has been made for the payment of the principal of and interest on this Bond by an irrevocable pledge of the Pledged Revenues.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the Chair of the Board and countersigned with the manual or facsimile signature of the Secretary of the Board, and the official seal of the College has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION
CERTIFICATE)

(SEAL)

SAN JACINTO COMMUNITY COLLEGE
DISTRICT

Chair, Board of Trustees

Secretary, Board of Trustees

Attachment 1

(b) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Resolution described in the text of this Bond.

UMB Bank, N.A.

By: _____
Authorized Signature
Date of Authentication _____

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

- (i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted;
- (ii) in the first paragraph of the Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on February 15 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:

[Information to be inserted from Officer's Pricing Certificate]

- (iii) the Initial Bond shall be numbered I-1.

15. Pledge and Security. The Bond shall, so long as it remains outstanding, both as to principal and interest, be equally and ratably payable from and secured by an irrevocable first lien on and pledge of the Pledged Revenues. Any additional payments to the Senior Lien Bond Interest and Sinking Fund (as hereinafter defined) will be reflected in the schedule attached to the Officer's Pricing Certificate.

16. Issuance of the Bond as a "Senior Lien Bond." The Bond is authorized to be and shall be issued as a "Senior Lien Bond," and shall be payable from and secured by a first lien on the Pledged Revenues on parity with other outstanding Senior Lien Bonds. Any additional payments to the Senior Lien Bond Interest and Sinking Fund (as hereinafter defined) will be reflected in the schedule attached to the Officer's Pricing Certificate.

17. Special Obligations. (a) The Bond and interest thereon shall constitute a special obligation of the College, payable solely from and secured by a lien on, the Pledged Revenues, and such obligation shall not constitute an indebtedness of the College or of the State of Texas, and the Owner of the Bond shall never have the right to demand payment thereof or interest thereon out of any funds raised or to be raised by taxation.

(b) Operation and Maintenance Expenses of the District. So long as the Bond remains Outstanding, provision shall be made in each annual budget of the District for the payment of all Operation and Maintenance Expenses of the District. In preparing such budget, there may be taken into consideration the estimated Pledge Revenues that will be available to pay Operation and Maintenance Expenses after providing for the payment of all principal, and requirements in connection with the Bond. To the extent that Pledged Revenues are not available at any time to make payment of all Operation and Maintenance Expenses of the District, ad valorem taxes of the District shall be used to make such payment. To this end, during each year while the Bond is Outstanding, there shall be computed and ascertained a create and amount of ad valorem tax that will be sufficient to raise and produce the moneys required to pay Operation and Maintenance Expenses to the extent required, based on the latest approved tax rolls of the District, with full allowance being made for tax delinquencies and the cost of tax collection; such rate and amount of ad valorem tax shall be levied, and are hereby ordered to be levied, within the limits prescribed by law, against all taxable property in the District for each year while the Bond is Outstanding; and such ad valorem tax shall be assessed and collected for each year and used for such purpose to the extent so required. The proceeds of such annual ad valorem tax hereby pledged for such payment of Operation and Maintenance Expenses of the District.

18. Senior Lien Bond Interest and Sinking Fund. The Series 2015 Bond Resolution created the Senior Lien Bond Interest and Sinking Fund.

Money in the Senior Lien Bond Interest and Sinking Fund shall be used to pay the principal of and interest on the Bond and the bank charges and other costs associated with such payment. On or before each Interest Payment Date, the College shall transfer from the Senior Lien Bond Interest and Sinking Fund to the Paying Agent/Registrar an amount equal to the principal and/or interest payable on such date on the outstanding Senior Lien Bonds plus bank charges and other costs associated therewith. Earnings on investments of money in the Senior Lien Interest and Sinking Fund shall remain a part of such Senior Lien Bond Interest and Sinking Fund.

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19. Flow of Funds. The Pledged Revenues shall be used for the following purposes and in the following order of priority:

FIRST, to make all deposits into the Senior Lien Bond Interest and Sinking Fund required by this Resolution and any resolution authorizing the issuance of Senior Lien Bonds;

SECOND, to make all deposits into the Junior Lien Bond Interest and Sinking Fund required by any resolution authorizing the issuance of Junior Lien Bonds;

THIRD, to make all deposits into the Junior Lien Bond Reserve Fund required by any resolution authorizing the issuance of Junior Lien Bonds; and

FOURTH, for any lawful College purpose.

20. Deficiencies in Funds. If at any time there is a deficiency in any fund created in this Resolution, such deficiency shall be made up from the next available Pledged Revenues.

21. Investment and Security of Funds. (a) Money in the Senior Lien Bond Interest and Sinking Fund may, at the option of the College, be invested in investments authorized for the College under Texas law; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. Such investments shall be sold promptly when necessary to prevent any default in connection with the Senior Lien Bonds.

(a) All uninvested money on deposit to the credit of the Senior Lien Bond Interest and Sinking Fund shall be secured by the pledge of securities, as provided by law, in amounts at all times not less than the amount of deposits credited to such funds, respectively.

22. Additional Bonds. The College expressly reserves the right hereafter to issue, in one or more series, for purposes permitted by law: (i) Additional Senior Lien Bonds, which Additional Senior Lien Bonds, when issued, shall be payable from and secured by a first lien on the Pledged Revenues on a parity with the Bond and any other Additional Senior Lien Bonds then Outstanding. It is specifically provided, however, that no Additional Senior Lien Bonds shall be issued unless:

(a) The Chair of the Board signs a written certificate to the effect that the College is not in default as to any covenant, condition or obligation in connection with the Bonds then Outstanding, and the resolutions authorizing their issuance;

(b) The Senior Lien Bond Interest and Sinking Fund contains the amount of money then required to be on deposit therein;

(c) For either the preceding fiscal year or the twelve calendar month period immediately preceding the month in which the resolution authorizing Additional Bonds is adopted (the "Base Period"):

For Additional Senior Lien Bonds, either:

Attachment 1

- (i) Pledged Revenues were equal to at least 115% of the maximum annual principal and interest requirements on the Senior Lien Bonds that will be Outstanding after the issuance of the proposed Additional Senior Lien Bonds, as certified by the College's Chancellor or an independent certified public accountant or firm of independent certified public accountants, or
 - (ii) Pledged Revenues, as adjusted to give effect to any increase in the College's rates and charges adopted at least sixty (60) days prior to the adoption of the resolution authorizing the proposed Additional Senior Lien Bonds, to the same extent as if such increase had been in effect for the entire Base Period, would have been at least equal to 125% of the maximum annual principal of and interest requirements on the Senior Lien Bonds that will be Outstanding after the issuance of the proposed Additional Senior Lien Bonds, as certified by the College's Chancellor or an independent certified public accountant or firm of independent certified public accountants; and
- (d) Principal on the proposed Additional Bonds is payable on February 15 and interest is payable on February 15 and August 15; provided, however, that requirement (c) shall not apply to the issuance of any series of Additional Senior Lien Bonds for refunding purposes that will not have the result of increasing the average annual principal and interest requirements on the Senior Lien Bonds, as the case may be, after the issuance of such refunding bonds.

23. Rate Covenant. The College hereby covenants and agrees in this Resolution that, so long as the Bond remains Outstanding, it will fix, revise, charge and collect rates and charges for the use and services of the College which, together with other Pledged Revenues, are calculated to be fully sufficient to produce Pledged Revenues at least equal to annual debt service requirements on the Bond and Additional Bonds for each fiscal year, but not less than the amount required to make required deposits to the credit of the Senior Lien Bond Interest and Sinking Fund.

24. Special Covenants. The College covenants and agrees:

(a) That it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution and in each and every Bond issued and delivered hereunder; that it will promptly pay or cause to be paid from the Pledged Revenues the principal of and interest on every Bond issued hereunder on the dates and at the places and in the manner prescribed in the Bond and in this Resolution, and that it will prior to maturity of each installment of interest and prior to the maturity of each such Bond at the times and in the manner prescribed herein, deposit or cause to be deposited, from the Pledged Revenues or from other funds lawfully available for such use, the amount of money specified herein.

(b) That it will, to the extent it lawfully may, continuously and efficiently operate and maintain in good condition and at a reasonable cost the facilities and services of the College.

(c) While the Bond is Outstanding, the College shall not additionally encumber the Pledged Revenues in any manner, except as permitted by this Resolution in connection with the issuance of Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants and agreements of this Resolution.

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(d) That each year while the Bond is Outstanding, the College's annual audit will include an audit of the books and accounts relating to the Pledged Revenues by a certified public accountant. As soon as practicable after the close of each fiscal year, and when said audit has been completed and made available to the College, a copy of such audit shall be mailed to the major municipal rating agencies and to the Owner who shall so request in writing. Such annual audit reports shall be open to the inspection of the Owner, their agents and representatives at all reasonable times.

(e) That it shall cause to be kept proper books, records and accounts in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues.

25. Continuing Disclosure Undertaking. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(a) The College will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the College of the general type included in the College's audited financial statements. The College shall update such information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles the College may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the College commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, then the College shall provide those portions of the unaudited financial statements of the College but for the most recently concluded fiscal year by the required time, and audited financial statements when and if audited financial statements become available.

If the College changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the College otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB's internet web site or (ii) filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(b) The College shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Bonds:

Attachment 1

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the College;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the College or the sale of all or substantially all of the assets of the College, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) Incurrence of a financial obligation of the College, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the College, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the College, any of which reflect financial difficulties.

The College shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the College to provide financial information or operating data in accordance with this Section by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

For these purposes, (a) any event described in (xii) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the College in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the College, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the

Attachment 1

entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the College, and (b) the College intends the words used in the (xv) and (xvi) of the immediately preceding paragraph to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. The College shall notify the MSRB, in a timely manner, of any failure by the College to provide financial information or operating data in accordance with this Section by the time required by such Section.

(c) The College shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the College remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the College in any event will give the notice required by this Section of any Bond calls and defeasance that cause the College to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Registered Owner and beneficial owner of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The College undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the College’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The College does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COLLEGE BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF THE BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COLLEGE, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the College in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the College under federal and state securities laws.

(d) The provisions of this Section may be amended by the College from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the College, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such

changed circumstances, and (2) either (a) the Registered Owner of the Bond or (b) a person that is unaffiliated with the College (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owner and beneficial owner of the Bonds. If the College so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The College may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the College also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

26. Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the Chair of the Board is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Resolution and in the form of the documents attached hereto as exhibits as, in the judgment of the Chair, and in the opinion of Bond Counsel to the College, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, the Private Placement Letter, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board.

27. Related Matters. To satisfy in a timely manner all of the College's obligations under this Resolution and the Private Placement Letter, the Chair or Vice Chair, the Secretary or the Assistant Secretary, the Pricing Officer, and all other appropriate officers and agents of the College are hereby authorized and directed to take all other actions that are reasonably necessary to carry out the terms and purposes of the Resolution, including, without limitation, executing and delivering on behalf of the College all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the College's obligations under the Private Placement Letter and this Resolution and to direct the application of funds of the College consistent with the provisions of this Resolution.

28. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the College are hereby authorized to execute such agreement for and on behalf of the College.

29. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Resolution, against any Trustee of the Board, officer, official, employee or agent of the College or any person executing any Bonds.

30. Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

Attachment 1

Attachment 1

PASSED AND APPROVED this 2nd day of October, 2023.

Chair, Board of Trustees
San Jacinto Community College District

ATTEST:

Secretary, Board of Trustees
San Jacinto Community College District

(SEAL)

Action Item “XIV”
Regular Board Meeting October 2, 2023
Consideration of Approval of Memorandum of Understanding with
Sheldon ISD to Establish a Pathways to Technology Early College High School

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve a Memorandum of Understanding (MOU) between San Jacinto Community College District (SJCCD) and Sheldon Independent School District (ISD) for the establishment of a provisional time period to explore the creation of a Pathways to Technology Early College High School (PTECH). The MOU would identify San Jacinto Community College District as the IHE (institution of higher education) partner for the proposed PTECH.

BACKGROUND

In 2018, Sheldon ISD and SJCCD established a T-STEM (Texas-Science, Technology, Engineering, and Mathematics) Academy which is an early college high school (ECHS). During 2022-23, Sheldon ISD completed the requirements and received approval for a 1-5 year provisional status to explore how to replace the T-STEM Academy with a Pathways to Technology Early College High School (PTECH) based on STEM career paths. The PTECH Academy will offer courses to qualifying students that combine high school courses and college-level courses during grades 9-12 and allow students to complete their high school diplomas in addition to STEM-focused industry-based certifications, Level 1 or 2 certificates, and/or associate degrees while engaging in work-based learning at every grade level. The Sheldon PTECH will focus on Math/Pre-Engineering, Science, Programming and Software Development (Computer Science), Cybersecurity, and Biomedical Science.

The PTECH enrolls approximately 125 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 500 students in grades 9-12. Students enrolled in Sheldon Early College High School during 9th and 10th grades attend classes in a dedicated area at C. E. King High School. Students in 11th and 12th grades attend classes at the College’s North Campus.

All provisions in the MOU will follow the rules for dual credit and early college high school partnerships between secondary schools and Texas public colleges as outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D. The MOU will further the College’s dual credit program goals, which align with the goals of the Texas Higher Education Coordinating Board, which will be included or referenced in the MOU.

IMPACT OF THIS ACTION

Approval of this action will allow the College and Sheldon ISD to work together to establish the Sheldon Pathways to Technology Early College High School (PTECH), a four-year high school early college program located at C. E. King High School and the College’s North Campus.

Additionally, an amendment to this MOU for the State’s new Financial Aid for Swift Transfer (FAST) program will be executed in the future as these details are finalized.

Action Item “XIV”
Regular Board Meeting October 2, 2023
Consideration of Approval of Memorandum of Understanding with
Sheldon ISD to Establish a Pathways to Technology Early College High School

BUDGET INFORMATION

All elements related to the operation of the Early College High School programs are contained within the fiscal year 2024 budget.

MONITORING AND REPORTING TIMELINE

The agreement shall become effective upon the date of execution and will continue through August 2025.

ATTACHMENTS

- Attachment 1 – Draft of Sheldon PTECH MOU 2023-25 (Minor changes may occur prior to the agreement being signed.)
- Attachment 2 – Verification of PTECH approval.

RESOURCE PERSONNEL

Laurel Williamson	281-998-6182	laurel.williamson@sjcd.edu
Joanna Zimmermann	281-476-1863	joanna.zimmermann@sjcd.edu



P-TECH MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is by and between the **San Jacinto Community College District**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education under Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and the **Sheldon Independent School District**, a public school district established by law and political subdivision of the State of Texas ("ISD" or "District") as of the date the second of the Parties executes this Agreement ("Effective Date"). Individually, SJCCD or Sheldon ISD shall be referred to herein as "Party" and collectively, as "Parties."

The Parties agree to the following:

I. TERM

This Agreement shall commence on the Effective Date and expire on **August 25, 2025** ("Expiration Date") unless terminated earlier as set forth herein and conditioned upon any approvals required by the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB"). As used herein, the term "Term" shall mean the time period between the Effective Date and the Expiration Date.

II. WEBSITE

Both Parties agree to post a copy of this Agreement on their respective internet websites in accordance with 19, Texas Administrative Code § 4.84(c)(11) for dual credit partnerships between public school districts and Texas public institutions of higher education.

III. OVERVIEW

The College is committed to serving the students and communities of the greater Houston area through collaborative work with public school districts in the College's service area. Sheldon ISD is committed to fostering a culture of lifelong learners who will enrich the quality of life in the Sheldon ISD community through the creation of a rigorous and engaging environment that ensures student opportunity. A major initiative promoting a college-going and college graduation culture is the partnership between Sheldon ISD and San Jacinto Community College District to establish the Sheldon STEM Academy a Pathways to Technology Early College High School ("PTECH") dual credit program. This dual credit program complies with Applicable

Law (as hereinafter defined), including, without limitation, the laws and regulations set forth by the State of Texas for ECHS/PTECH programs and dual credit partnerships between secondary schools and Texas public colleges to offer ECHS programs and dual credit courses and programs to qualified students. The term ‘partnership’ as used in this Agreement refers to the early college high school and dual credit partnerships as described in 19 Texas Administrative Code, Chapter 4, Subchapters D and G and 19 Texas Administrative Code, Chapter 9, Subchapter H. The applicable statutes and the foregoing regulations authorize Texas public institutions of higher education (as defined in Texas Education Code § 61.003, which includes community colleges) to enter into agreements with secondary schools to offer courses that grant credit toward the student’s high school curriculum requirements and college-level credit and, for qualifying students, to combine high school courses and college-level courses during grades 9-12 and complete the students’ high school diplomas in addition to STEM focused industry-based certifications, Level 1 or 2 certificates, and/or an associate degree while engaging in work-based learning at every grade level. The Parties agree to enter into this Agreement for the purpose of setting forth the roles and respective obligations of the Parties for the operation of the Sheldon STEM Academy with the North campus.

IV. NON-DISCRIMINATION

The College and the District are committed to equal opportunity for all students, employees, and applicants without regard to race, creed, color, national origin, citizenship status, age, disability, pregnancy, religion, gender, sexual orientation, gender expression or identity, genetic information, marital status, or veteran status in accordance with Applicable Law.

No person, including students, faculty, staff, part-time, and temporary workers, will be excluded from participation in, denied the benefits of, or be subjected to discrimination or harassment under any program or activity sponsored or conducted by the College or the District on the basis of the categories listed.

For more information on the College’s non-discrimination policy, see [Board Policy IV-B: Policies on Equal Opportunity](#) and [Policy III.3006.D: Sexual Misconduct](#).

For more information on the District non-discrimination policy see, https://www.sheldonisd.com/apps/pages/index.jsp?uREC_ID=1376782&type=d&pREC_ID=2033074.

The District will designate a specific District official that is certified as a Title IX Investigator to serve as the authorized liaison for the SJCCD Office of Human Resources. The District official and the College’s representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel or student matter.

The Parties acknowledge their respective duties and obligations to enforce their student codes of conduct and policies applicable to both students and staff, as well as investigate and address reports of concerns that implicate state and federal law, including, but not limited to, Title IX of the Education Amendments of 1974. To ensure that both Parties comply with these occasional overlapping obligations, the Parties agree that their designees responsible for discharging these duties will act cooperatively, communicate fully, and share information as permitted by Applicable Law.

V. APPLICABLE LAW

Both Parties agree to perform their respective obligations and operate a PTECH program in compliance with all applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the United States Constitution; the Texas Constitution, the Elementary and Secondary Education Act; the Individuals with Disabilities in Education Act (“IDEA”); the Family Educational Rights and Privacy Act of 1974 (“FERPA”); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008; the Age Discrimination Act of 1975; Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq; United States Department of Education requirements; the Texas Education Code, including, without limitation, Sections 28.009, 29.081, 29.908, 130.008, and other provisions governing early college high school programs and dual credit programs, high school and college course requirements and credit, grading, graduation requirements, and credentialing; Chapter 22 (Subchapter B as its relates to immunity and Subchapter C as related to criminal history background checks for services provided on a school district campus); Chapter 39 (accountability); the Texas Government Code, to the extent it applies to the subject matter of this Agreement, including, without limitation Chapter 551 (Open Meetings), Chapter 552 (Public Records), Chapter 573 (Nepotism), and the Chapter 2251 (“Prompt Pay Act”); Texas Labor Code; the record retention laws and conflicts of interest laws under the Texas Local Government Code; Texas Local Government Code, Chapter 271, Subchapter I; Title 19 of the Texas Administrative Code, including without limitation, Chapter 4, Subchapters D and G, and Chapter 9, Subchapter H, Section 102.109 (early college high schools), and Section 129.1027 (optional flexible school days); all TEA and THECB regulations, guidelines, program assurances, and blueprint applicable to early college high school and dual credit programs, courses and coursework, and personnel, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual (“LDACGM”) and the Workforce Education Course Manual (“WECM”); requirements of the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”) applicable to both Parties; any policy statements and guidance issued by TEA and other TEA requirements relating to public schools; any applicable local ordinances, including local building codes and regulations to the extent applicable to the delivery of services under this Agreement; any amendments to or recodification of the aforementioned laws; and the board policies of each of the Parties as they may be applicable to the subject matter of this Agreement (collectively, “Applicable Law”).

VI. PURPOSE

In 2018-2019, the Parties began serving approximately 70 9th grade students at the Sheldon ISD T-STEM Academy. During 2022-2023, Sheldon ISD completed the requirements and received approval to establish the Sheldon STEM Academy, a PTECH, to be operated at the District and on the North Campus. The Parties agree to enter into this Agreement for the purpose of setting forth the roles and respective obligations of the Parties for the operation of a PTECH Academy which is an Early College High School (ECHS). The PTECH provides concurrent enrollment for dual credit to students who are least likely to attend college, at risk of dropping out of school, who wish to accelerate completion of the high school program, and who might not otherwise go to college. The PTECH program will offer courses to qualifying students that combine high school courses and college-level courses during grades 9-12 and allow

students to complete their high school diplomas in addition to STEM focused industry-based certifications, Level 1 or 2 certificates, and/or an associate degree while engaging in work-based learning at every grade level. The Sheldon STEM Academy will focus on Math/Pre-Engineering, Science, Programming and Software Development (Computer Science), Cybersecurity, and Biomedical Science.

This Agreement encompasses all programs and initiatives under the PTECH Academy and dual credit program as required by Applicable Law including student learning and support programs. The PTECH Academy will enroll approximately 125 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 500 students in grades 9-12. The 9th and 10th grade Sheldon PTECH students will attend classes at the Sheldon STEM Academy located at CE King High School, and the 11th and 12th grade students will attend classes at SJCCD's North Campus.

VII. GOVERNANCE AND ORGANIZATION

- a) The PTECH will establish a leadership team that includes high-level personnel from the school district, campus, business/industry, and institution of higher education (IHE) with decision-making authority who meet regularly and report to each organization. Members of the Leadership Team will include at least 6 representatives from the District including the following or similar positions: Superintendent, Deputy Superintendent or designee responsible for P-TECH design or curriculum decisions, P-TECH Academy Principal, Executive Director of Innovative Programs, School-business partners, CTE Director and/or Work-based Learning Coordinator, P-TECH Counselor, Coordinator of Dual Credit, and/or Parent representative. Members of the Leadership Team will include at least the following 6 SJCCD representatives: President and Deputy Chancellor, Associate Vice Chancellor for Student Services, the Dean of Dual Credit Partnerships, the Director of Dual Credit, the Coordinator of Dual Credit, and the campus Provost. Other appropriate SJCCD campus and district personnel, as determined by SJCCD and the district, may be included. The Leadership Team will meet at least annually and as needed.
- b) The Leadership Team will be charged with the overall oversight of the PTECH including the development of long-term strategic priorities for the P-TECH program along with a work plan for how to achieve programmatic goals in coordination with district and campus improvement planning. Its responsibilities will also include:
 1. Establish and maintain the role each member will play in the design, governance, operations, accountability, curriculum development, professional development, outreach, sustainability, and continuous monitoring and improvement of the P-TECH.
 2. Collectively develop an MOU and review annually for necessary revisions.
 3. Share responsibility (between the school district, business/industry partners, and the IHE) for meeting annual outcomes-based measures and providing annual reports to their district and IHE boards, as well as to the public.
 4. Monitor progress on meeting the Blueprint design elements, including reviewing formative data to ensure the P-TECH is on-track to meet outcomes-based measures.
 5. Guide mid-course corrections as needed.
- c) The P-TECH shall establish an Advisory Board that meets regularly and includes representatives from a variety of stakeholders such as school board, community, economic development partners, relevant industry subject matter experts for program pathways, and the IHE to provide

support and guidance to the P-TECH in resource acquisition, curriculum development, work-based learning, and student/community outreach to ensure a successful academic and career pipeline.

- d) SJCCD will provide a representative to participate in the process of hiring the PTECH Principal, who shall be an employee of the District. The District will provide a representative to participate in the process of hiring the SJCCD Dual Credit Director, who shall be an SJCCD employee. The Dual Credit Director shall serve as SJCCD Liaison with the District as it relates to the PTECH and will cooperate with and facilitate communication between the District and SJCCD. The Dual Credit Director will meet with the PTECH Principal, on-site administrator (if other than the PTECH Principal), and other representatives as may be needed to support the PTECH.
- e) Except for building use policies or as otherwise set forth in this Agreement or required by Applicable Law, policies and procedures relating to the high school portion of the Program and PTECH shall be governed by District policies and regulations. The building use policies and all policies relating to the college courses and services portion of the Program and PTECH shall be governed by the SJCCD policies and procedures. The PTECH Principal will have decision-making authority in matters of budgeting, staffing for non-college level courses, scheduling, student assessment for non-college level courses and requirements, curriculum for non-college level courses, and professional development in congruence with District policy and PTECH procedures. SJCCD, in cooperation with the PTECH Principal, shall be responsible for assessing participating students for readiness for college-level courses and for developing and implementing an evaluation process for measuring the effectiveness of the Program. The Program courses will be the same college-level courses offered by SJCCD to non- Program students. SJCCD shall be responsible for selecting instructors for college-level courses in accordance with SJCCD faculty credentialing and other requirements, Applicable Law, and SJCCD policies and regulations for supervising instructors of college-level courses.
- f) SJCCD will provide classroom and other space for the PTECH Program at the PTECH Facility as indicated. The District will support the PTECH day-to-day operational costs, including the District's administrative and staff salaries, transportation, and facility and other school-related expenditures

VIII. ELIGIBLE COURSES

- a) The Program will include courses that enable participating students the opportunity to complete high school graduation requirements in addition to STEM-focused industry-based certifications, Level 1 or 2 certificates, and/or an associate degree while engaging in work-based learning at every grade level. The Crosswalk (as hereinafter defined) will provide pathways to postsecondary credentials. The Parties acknowledge that some of the Program courses will be for high school credit only but are designed to prepare the student for the dual credit college courses to achieve the purposes of the Program. Any courses offered at the PTECH for dual credit by SJCCD shall be identified as college-level academic courses in the current edition of the LDACGM adopted by the THECB and listed in SJCCD's Core Curriculum, or as college-level workforce education courses in the current edition of WECM adopted by the THECB, or a foreign language course.

- b) Prior to the commencement of the classes, the College and the District will develop a course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed. The course equivalency crosswalk (“Crosswalk”) will be attached to this Agreement as Appendix B and incorporated herein. Additional updates to the crosswalk in Appendix B will be made available on the District’s and SJCCD’s websites.
- c) Students should only take college courses listed on their college pathways degree plan listed on Degreeworks.
- d) Specific course offerings for the Program will be determined collaboratively between SJCCD and the District.
- e) A corresponding PEIMS high school course code as identified in the current PEIMS Data Standards manual adopted by the State Board of Education shall be provided by the District indicating the high school course(s) for which high school credit shall also be awarded.
- f) Developmental and remedial courses are not offered for dual credit.
- g) The College and the District agree that SJCCD policies and practices regulating dual credit courses will be followed.

IX. STUDENT ELIGIBILITY REQUIREMENTS

- a) The District will identify, recruit, and enroll subpopulations in the PTECH that are historically underrepresented in college courses with a focus on at-risk students, historically underserved populations, and first-generation college students. The PTECH will coordinate with feeder middle school(s) within the ISD attendance zone and SJCCD to offer recruitment activities that could include but are not limited to informational assemblies, student/parent meetings, and/or targeted bi-lingual literature. Information on the recruitment and enrollment process and current recruitment activities can be found on the ISD PTECH website.
- b) The District will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success.
- c) The PTECH is open enrollment and will use a lottery system to select students to ensure that students have an equal opportunity for acceptance.
- d) To be eligible for PTECH dual credit enrollment at SJCCD, the high school student must attend school full time in the District and must:
 - 1. Meet all requirements for standard admission to the College as outlined in the College’s current College Catalog, as well as other requirements that may be imposed by the District.
 - 2. Must meet PTECH dual credit admissions and eligibility requirements as required by Applicable Law, including, without limitation, the Texas Success Initiative (TSI) Assessment minimum passing scores, exemptions, or waivers as established by the THECB.
 - 3. Must successfully complete established prerequisites for any College course as listed in the course description found in the current College Catalog.
- e) Beginning June 2023, PTECH students taking the Texas Success Initiative Assessment 2.0 (TSIA2) at SJCCD will not be charged for up to 5 attempts on each section of the TSIA2. The ISD serves as a TSIA2 assessment site and will provide testing for additional attempts beyond

the 5 provided by the college at no charge to the students. The ISD will be charged for any additional testing attempts provided to PTECH students by the college at the current SJCCD Board-approved cost. The current cost is \$15.00 per section or \$30.00 for the entire assessment.

X. PTECH FACILITIES

- a) The 9th and 10th grade years of the PTECH will be located in a dedicated area on the high school premises and will serve as a small learning community. The high school facility includes core learning classrooms, as well as administrative and student support areas and will maintain the goal of creating a college culture. The ISD will provide workspace at the facility for high school faculty and College instructors involved in the Program. In addition to the designated facility, the PTECH students will have access and use of the high school library, cafeteria, College and Career Center, fine arts facilities, athletic facilities, and extra-curricular activities as needed and appropriate. The ISD shall be responsible for maintenance and operations at the high school, including the designated facility.
- b) Subject to availability and SJCCD building use and other applicable policies and procedures, SJCCD will provide to students and employees of the PTECH Program reasonable access to all the SJCCD designated campus buildings, including the student center, for meetings, socialization, and cultural events sponsored by and/or associated with the PTECH. Access for facilities, services, and resources will be addressed by the PTECH Steering Committee and SJCCD Dual Credit Office.
- c) Maintenance and operation of SJCCD facilities and campuses is the responsibility of SJCCD and SJCCD personnel. This includes but is not limited to operation, inspection and repair of utilities systems, lights, air conditioning, plumbing, elevators, fire alarm, access control, sidewalks, parking lots, campus and facilities signage, painting, pest management, grounds management, custodial services, and technology infrastructure.
- d) SJCCD retains the responsibility for assuring compliance with applicable codes, laws, and standards and will carry out tests and services on SJCCD facilities systems to ensure that compliance.
- e) College facilities will be unavailable for occupancy on those days specified in the SJCCD academic calendar under "Facilities and/or Utilities Systems Maintenance." Exceptions to these dates must be discussed with the Dual Credit Director at the start of the semester.
- f) PTECH students will have a District and a SJCCD identification card, which will give them access to SJCCD facilities and resources available to all students enrolled at SJCCD.
- g) Visitors and guests to PTECH facilities will follow District guidelines for visitors including checking in through the main high school reception area, undergoing a safety check, and obtaining and wearing a visitor pass.

XI. TRANSPORTATION

SJCCD will not provide student transportation. The District will provide students appropriate transportation under State law and District rules and procedures and will cover the cost of the transportation. The District agrees to schedule appropriate transportation to ensure arrival at the

College's campus early enough to allow students to be on time for class. The District will provide students with appropriate transportation on days that constitute holidays or days off for the District when the College is open and operating classes.

XII. STUDENT COMPOSITION OF CLASS

PTECH students enrolled in SJCCD college-level courses may attend classes composed of only PTECH students or may attend classes with regular SJCCD students enrolled in that college-level class. Dual credit classes offered through and for the PTECH will have a student minimum enrollment that is comparable to the minimum enrollment requirement of non-designated dual credit courses offered at SJCCD.

XIII. FACULTY SELECTION, SUPERVISION, AND EVALUATION

- a) The District shall select, hire, supervise, and evaluate all high school instructors who teach PTECH high school courses according to District policies and procedures. All PTECH instructors must meet state certification requirements in their subject area to teach in the state of Texas and be designated as highly qualified.
- b) The College shall select, hire, supervise, and evaluate all instructors of PTECH dual credit courses offered by the College, according to College and departmental policies and procedures. These instructors must meet the minimal requirements specified by the SACSCOC and Applicable Law and are subject to approval procedures used by the College to select faculty.
- c) Any non-academic incidents or complaints against Dual Credit Faculty teaching a College course are required to be reported to the Dual Credit Director and the College's Office of Human Resources to the attention of the Director and/or Employee Relations Officers for investigation.
- d) The School District will designate a specific School District official that is certified as a Title IX Investigator to serve as the authorized liaison for the SJCCD Office of Human Resources. The District official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.
- e) 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 PTECH.
- f) Payment for any high school faculty teaching college courses at the high school during their regular work day will be paid to the ISD at a rate approved by the Board of Trustees. The ISD may choose how to compensate its high school faculty for their additional work as a college faculty member teaching dual credit students.
- g) The School District shall ensure that SJC instructors teaching at the high school have parking passes, school IDs, and classroom keys issued the week before classes start.
- h) Each Party shall provide professional development opportunities to its own employees in the same or similar manner as provided to its other professional employees. Additionally, professional development for cross-over learning and collaboration will be planned and implemented by the PTECH Principal and the SJCCD Liaison when appropriate.
- i) Required professional development and activities for high school faculty teaching college courses includes:

- a. Attendance at SJCCD departmental meetings.
 - b. Attendance at New Faculty Orientation as part of the new hire process.
 - c. Completion of new faculty training during new hire process.
 - d. Completion of mandatory SJCCD annual compliance training.
 - e. Completion of course evaluation or assessment.
 - f. Classroom observations or meetings with the department chair.
- j) When a college instructor from SJCCD is absent from teaching a college course to PTECH students located at the High School, SJCCD is responsible, to the best of its ability, for ensuring that qualified substitute instructors employed by SJCCD conduct class. SJCCD will communicate with the appropriate District personnel, the Dual Credit offices, and with the substitute. SJCCD will, to the best of its ability, ensure that substitutes have met the ISD security clearance required of regularly scheduled SJCCD instructors of ECHS students at the High School Facility.

XIV. COURSE CURRICULUM, INSTRUCTION AND GRADING

- a) The College shall ensure that all dual credit courses meet the same standards as any other College course with respect to the curriculum, materials, instruction, and method of student evaluation. These standards shall be upheld regardless of the student composition of the dual credit class.
- b) The course syllabus will be available to students through the Blackboard Learning Management System. The syllabus will contain the following information: course description; learning outcomes; a list of required materials/textbook(s) for the course; the method(s) of instruction; grading policy; instructor's office hours and location; method of student evaluation; general classroom policies including attendance; a calendar of lecture/discussion topics and assignment due dates; and other material deemed pertinent by the instructor.
- c) All faculty teaching dual credit students will follow the College Grading System as stated in the SJCCD Catalog as well as the grading criteria in the department approved syllabus.

SJC Grade	SJCCD Numerical Range	SJCCD Definition	SJCCD Point Value
A	90-100	Excellent, superior achievement	4
B	80-89	Good, above average achievement	3
C	70-79	Average, acceptable achievement	2
D	60-69	Passing, marginal achievement	1
F	59 and below	Failure, unsatisfactory achievement	0
FX	59 and below	Failure, unsatisfactory achievement due to absences	0
I		Incomplete	0
NG		No Grade Reported	0
W		Withdrawal, not included in 6 drop limit	0
WL		Withdrawal, included in 6 drop limit	0

- d) The primary responsibility for assigning College grades in a course belongs to the SJCCD faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. College and District officials will not interfere with the faculty member's responsibility for assigning grades in the college-level course. Any grade appeals will be conducted in accordance with applicable SJCCD policies and procedures.
- e) Beginning with the Fall 2023 semester, final grades shall be submitted by the College to the District's high school in which the student is enrolled at the end of the semester through the secure online dual credit dashboard. The final course grade recorded for the College will be a letter grade. The District is responsible for determining the numerical grade equivalent for their students.
- f) Beginning with the Fall 2023 semester, midterm grades shall be submitted by the College to the District's high school in which the student is enrolled through the secure online dual credit dashboard or through a secure spreadsheet. The midterm grade sent to the District from the College will be a letter grade. The District is responsible for determining the numerical grade equivalent for their students.
- g) SJCCD only records letter grades for college coursework. The District provides an SJCCD letter grade to high school numerical/letter grade conversion scale in the high school course handbook.
- h) The District will be responsible for providing textbooks, equipment, and supplemental materials required for classes at no cost to the student. The College will make every effort to use free or low-cost open educational resources in Program courses. To assist with the success of students enrolled in the Program, the District shall make available to each student the required textbooks and materials on the first day of class. Exceptions must be discussed with the Dual Credit Director and the SJCCD instructional Department Chair and agreed upon by the Parties prior to the first day of class.
- i) The PTECH courses will adhere to the grading periods and policies of SJCCD for dual credit courses, and students will adhere to SJCCD's academic standing policies including academic warning, probation, and suspension.
- j) The District and SJCCD will develop an articulated four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of 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. SJCCD and the District will collaborate to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment.
- k) PTECH students may be able to earn their high school diploma within a four-year time frame as well as STEM-focused industry-based certifications, Level 1 or 2 certificates, and/or an associate degree while engaging in work-based learning at every grade level. PTECH students may also be able to earn the Distinguished Level of Achievement diploma or graduate with any of the five (5) options for endorsements in accordance with Applicable Law. The District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills and other Applicable Law and that the PTECH students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. The District will be responsible for monitoring and ensuring the quality of instruction for the high school credit courses offered

at the PTECH. PTECH students must meet all the regular prerequisites for any college-level course. SJCCD will assess each student for readiness to engage in any college-level course.

XV. ATTENDANCE/CALENDAR

- a) SJCCD courses taught at the high school will align with the College Academic Calendar including SJCCD student holidays. PTECH students are required to attend classes at the College on days that constitute holidays or days off or emergency closures for the District when the College is open and operating classes. Exceptions may be arranged through collaboration between the College and the District. When the requested exception involves the final exam schedule for long semester classes, the College Department Chair and Division Dean must be involved in and approve the decision.
- b) The instructional calendar for the high school portion of the PTECH will be based on the District's calendar and comply with all related TEA regulations for attendance. The District will adjust its schedule if necessary to enable the PTECH students to enroll in and attend the college-level courses provided by SJCCD. 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 PTECH calendar may vary from that of the District in order to best fit the needs of students and reasonably interrelate with the SJCCD academic calendar.
- c) College courses and exams should take reasonable priority over District activities. All students enrolled in the PTECH are responsible for notifying their college instructor if they are missing any classes and must follow course policies on syllabus concerning attendance.
- d) No changes will be made to the SJCCD scheduled course start and end times established for the semester. SJCCD class times must meet established State requirements for instructional minutes. SJCCD faculty members are not authorized to change the start and end times of their classes to meet scheduling needs of the District.
- e) Students must report regularly and promptly to dual credit Program courses to ensure success. SJCCD will notify the District if they become aware that a student has accumulated excessive absences so that support can be provided. Failure to comply with this College policy may result in receiving a grade of an "FX" which translates to an F for excessive absences. Students are expected to actively participate in class and complete all assigned readings/assignments. Failure to participate may be considered an absence. Students are required to ensure arrival at the College's campus early enough to be on time for class.
- f) The Parties shall comply with Applicable Law in crediting attendance in the Program courses. Each PTECH faculty member will take daily attendance and shall report such attendance for enrollment and funding purposes as required by Applicable Law.
- g) All PTECH students are required to participate in required state, national and federal assessments, which will be administered by the PTECH staff (TEC, Subchapter B, Chapter 39). SJCCD agrees to make reasonable accommodations in course scheduling and attendance so that PTECH students are not penalized in their college credit courses for their participation in the required state, national and federal assessments. The District shall notify SJCCD promptly of the testing and assessment schedule prior to the start of the affected term.

XVI. WITHDRAWAL FROM COLLEGE COURSES

- a) Students enrolled in the PTECH Dual Credit Program who desire to withdraw from college courses must speak with the SJCCD Dual Credit office and their high school counselor or other high school designated administrator to fully understand how the drop will impact their educational path at the high school and at SJCCD. The Dual Credit office and the high school counselor or administrator will communicate in writing concerning the request to withdraw prior to the withdrawal occurring.
- b) All dates regarding withdrawal deadlines published on the SJCCD website shall apply to dual credit Program students. Once the final withdrawal deadline has passed, the student shall have no further opportunities for withdrawal thereafter and will receive the grade earned in the class.
- c) The District shall not implement any policy or procedure that prohibits or restricts a dual credit PTECH student from withdrawing from a college course.

XVII. TRANSCRIPTION OF CREDIT

Grades for college courses will be transcribed upon successful completion of the College's end of term processing following the College's academic calendar.

XVIII. DATA SHARING; CONFIDENTIALITY OF EDUCATIONAL RECORDS

- a) The College and the District agree that each institution has an educational interest in the educational records and protected student data of the students enrolled in the Program. FERPA allows educational records and protected student data to be exchanged between the College and District for students in the dual credit Program without the consent of either the parents or the student.
- b) Data obtained by either Party will be used solely for the purposes of performing that Party's obligations and as otherwise set forth in this Agreement. The College and the District shall comply with the requirements of the FERPA and its implementing regulations; and shall provide all safeguards for the protection of the confidentiality of student and parent data. Each Party will notify its designated individuals who are authorized to access individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.
- c) Both Parties agree that they shall not permit any unauthorized disclosure of confidential student information in contravention of FERPA. Both Parties agree not to share information with third parties unless required or authorized to do so by Applicable Law. While in possession of protected student data, the College and the District shall permit only authorized employees as permitted under FERPA to have access to the data. Both Parties agree to store the data in a secure area and to prevent unauthorized access.
- d) To ensure the continued confidentiality and security of the data protected by FERPA, the College and District shall each independently employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access.

- e) If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the District, including records that the College has disclosed.
- f) The College and the District agree to comply with all FERPA requirements to maintain the privacy of student data. Information on FERPA at the College can be found on the SJCCD website at <https://www.sanjac.edu/student-services/student-concerns/ferpa>.
- g) In addition to any other reports to which the Parties have agreed or other reporting requirements expressly set forth herein, the Parties will cooperate on the preparation and submission of the annual and other reports on the progress of the PTECH to be submitted to TEA and as may be required by the THECB. The reports will be provided to each Party and others as deemed appropriate. Data regarding student progress and success will be collected and shared as deemed appropriate.
- h) Data regarding student designation or participation in free and reduced lunch programs at the District will be collected and shared as deemed appropriate and as required for the implementation of the Financial Aid for Swift Transfer (FAST) program.

XIX. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

- a) Students enrolled in the PTECH Program are eligible to utilize the same support services, learning resources, and benefits that are afforded all College students except in limited cases where the service would be duplicative of services provided by the District or where utilizing the College's services would not be applicable to the PTECH student such as College meal plans and mental health counseling.
- b) The School District may access the current College Catalog <https://publications.sanjac.edu/> and the current Student Handbook <https://publications.sanjac.edu/student-handbook/> from the website. All policies in the SJCCD Catalog and Student Handbook apply fully to the PTECH dual credit students enrolled in the Program.
- c) The District will post information and a link to the SJCCD Dual Credit website on the District website. Information about SJCCD Dual Credit opportunities will be posted on the individual high school's College/Career or College Resources website.
- d) Both Parties will offer college advising services for dual credit students enrolled in the Program. The District will assign a specific counselor to the PTECH to provide both academic and counseling support. The College and the District will establish common advising strategies and terminology related to dual credit and college readiness and will conduct periodic meetings to review and hone such strategies and terminology. The Educational Planner in the Dual Credit Office offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credit offered and earned and with interpreting their degree plan. In addition, the College advisor can assist dual credit students with navigating SJCCD's policies and procedures. The name of the SJCCD advisor responsible for dual credit is located on the SJCCD Dual Credit web site. In active collaboration with the College, the District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019).
- e) The College provides a guide to the alignment of high school endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications, which can be

found on the College's Dual Credit website. An individual pathway for each dual credit student enrolled in the Program will be developed and accessible to the student in Degreeworks.

- f) Tools to assist counselors, students, and families in selecting endorsements offered by the District and choosing Dual Credit courses have been developed by TEA, THECB, and Texas Workforce Commission. Links to these tools are located on the District web site and the SJCCD Dual Credit web page.
- g) The College and the District shall comply with Applicable Law with respect to a student's disabilities and need for accommodations. If the PTECH class is taught by SJCCD, the College will be responsible for providing the classroom accommodation and the SJCCD Accessibility Counselor will coordinate class accommodations with the District's high school counselor responsible for determining accommodations. If the class is taught by a member of the District faculty, the District's high school will be responsible for providing the classroom accommodations.
- h) The District and College provide informational sessions for students and parents regarding dual credit opportunities, benefits, cost, and resources. Sessions are available throughout the academic year upon request by the District. The District and College disseminate the most current dual credit and PTECH information regarding enrollment, resources, and requirements for the Program on the College's dual credit website.
- i) The District will provide a bridge program (an intensive academic preparation program that provides opportunities to strengthen academic skills necessary for high school, college readiness, and career readiness) to prepare students for the TSIA and provide academic interventions for those who do not pass the TSIA. The bridge program may also serve to support student transition from middle school to the PTECH program.
- j) All PTECH students will be taught AVID college readiness strategies, and District PTECH instructors will use AVID methodologies to support the acquisition of college readiness skills and the development of a college-going culture. Using 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 PTECH 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 the PTECH and the SJCCD educational planner.

XX. STUDENT CONDUCT

- a) Students enrolled in the PTECH are required to adhere to both the District and SJCCD policies, procedures, and regulations regarding facilities and equipment usage, and both SJCCD and the District's code of student conduct while at SJCCD facilities. The failure of any PTECH Program student to comply with the policies, procedures, and regulations will subject the student to appropriate action taken by the College and the District, including suspension and dismissal from the Program. All disciplinary action, including suspension and dismissal from the PTECH Program shall be in conformity with the codes of conduct of the parties. In the event of a

conflict between the policies of the District and SJCCD, the Parties will collaborate to resolve any conflict. Any escalating student behavioral concerns or threats made by PTECH students against ISD or SJCCD properties must be reported to or shared with Compliance and Judicial Affairs or the Dual Credit office in a timely manner so that the College is aware of potential risks and concerns involving SJCCD property and personnel.

- b) Grievance or Complaint procedures for handling student complaints regarding college courses are applicable to all students including those enrolled in dual credit courses. Dual credit students with general complaints, discrimination or harassment complaints, or complaints alleging sexual harassment, sexual assault, dating violence, domestic violence or stalking shall follow the complaint procedures as stated in the College's Code of Student Conduct at <https://publications.sanjac.edu/student-handbook/complaint-procedures/>. A student may report a grievance or complaint at the following link: https://cm.maxient.com/reportingform.php?SanJacCollege&layout_id=0.

XXI. ACCIDENTS/EMERGENCIES

Due to federally mandated reporting and procedural requirements applicable specifically to higher education institutions, the procedures set forth in this section will apply in the event any PTECH student, instructor, or administrator experiences a physical, mental, or emotional crisis including behavior, or a threat thereof, that is law-violating or that may pose a threat to the safety and welfare of the SJCCD college community. Incidents or behaviors that may affect the safety and welfare of a student or students will also follow the provisions of this section. If such an event occurs while the individual is on SJCCD property or attending an SJCCD-sponsored event or activity off campus, the response to such incidents will be based on SJCCD policies, procedures, regulations, and guidelines. If such an event occurs while the individual is not on SJCCD property or attending a District-sponsored event or activity off campus, the response to such incidents will be based on District policies, procedures, regulations, and guidelines. Accordingly, while on the College's property, the policies and procedures of SJCCD related building use, emergency response, and safety shall apply, to the extent applicable. While on the District's property, the policies and procedures of District related building use, emergency response, and safety shall apply to the extent applicable. Both Parties agree to share all information regarding the event as soon as safely possible utilizing the agreed upon reporting processes.

XXII. CONCEALED HANDGUN NOTICE

Pursuant to Texas Senate Bill 11 (2019 Regular Session of the Legislature), and in accordance with SJCCD Policy III.3000.A: Campus Carry, a holder of a valid license to carry who is age 21 or older is authorized to possess a concealed handgun on SJCCD property. The policy also identifies certain campus locations and activities that a valid licensed to carry holder may be excluded from carrying a handgun due to previously existing State of Texas Statutes or exclusion zones identified by the College including the areas designated for the PTECH. More information can be found at <https://www.sanjac.edu/policy-iii3000a-campus-carry>.

XXIII. FUNDING

- a) State funding for dual credit courses is available to both the District and the College based on the current agreement between the Commissioner of Education and the Commissioner of Higher Education.
- b) Students enrolled in the PTECH will not be directly charged for costs associated with the Program for tuition and fees, textbooks, administration of a college placement exam, or fees required by SJCCD for other students enrolled in SJCCD.
- c) PTECH Students enrolled in college courses at SJCCD campuses or at the high school location will be charged the appropriate SJCCD tuition and/or fee rate based on the residency requirements under Applicable Law. SJCCD will waive a portion of the student's tuition as approved by the Board of Trustees for college courses taken for dual credit. As of Fall 2023, the current waiver is 75% of tuition and fees for in-district and out-of-district students, and 76% of tuition and fees for out-of-state students. The remaining tuition and fees will be paid by the District to SJCCD.
- d) The College's Board of Trustees reserves the right to adjust tuition and fees or waivers as deemed necessary or advisable during the year and will provide written notice to the District prior to any adjustments to tuition, fees, or waivers being made. Upon receipt of this notice, the District shall have the option of terminating this Agreement, without liability or penalty upon thirty (30) days written notice to SJCCD.
- e) The District will act as the third-party sponsor and will be responsible for remission of payment to SJCCD for District students enrolled in the Program including dual credit student tuition, fees, and books/materials as set forth in this Agreement. The District will provide a primary and secondary point of contact with appropriate contact information. SJCCD will process and remit the invoice after the official day of record for the specified term via email to the designated primary and secondary contact and any other personnel or departments desired by the District. Payment for invoiced amounts should be made to San Jacinto Community College District, to the address listed below, within 45-days of the billing date:

San Jacinto Community College District
 Attn: Accts. Receivable
 4624 Fairmont Parkway Ste. A2-214
 Pasadena, TX. 77504

SJCCD Invoicing Contact:

Primary: Morgan West morgan.west@sjcd.edu 281-991-2665

Secondary: Esmeralda Parrales esmeralda.parrales@sjcd.edu 281-998-6145

- f) Physical Education is not part of the Associate Degree plan but may be part of the high school graduation requirements. SJCCD will not be responsible for instruction in physical education. The District may utilize a designated area of the SJCCD North campus facility for providing that instruction. Because PHED courses are not required for a degree at SJCCD, the dual credit tuition waiver will not apply to the tuition for these courses and the District will pay the full-price of tuition for any PTECH students taking these courses at the appropriate tuition rate based on each student's residency status.

- g) The costs for textbooks and/or instructional materials for PTECH dual credit courses shall be the responsibility of the District, not SJCCD. The required supplies will be available to PTECH students prior to the first day of class to help facilitate student success.
- h) The District, not SJCCD, will be responsible for costs associated with students re-taking a class.
- i) Students who re-take classes because of failure or to obtain a higher grade, as well as those who take classes beyond the prescribed Associate degree plan will pay tuition and fees at the rate assigned to dual credit students not enrolled in the PTECH while they are considered dual credit students.
- j) Payment for high school faculty teaching college courses at the high school during their regular workday will be paid to the ISD at a rate approved by the College Board of Trustees. The ISD may choose how to compensate its high school faculty for their additional work as a college faculty member teaching dual credit students in connection with the college courses described herein.

XXIV. PROGRAM GOALS

In accordance with Applicable Law, including Texas Education Code § 28.009, SJCCD has developed specific program goals that align with the statewide goals and are listed in Appendix A. Additionally, the Parties include in the Crosswalk an alignment of endorsements described in Texas Education Code § 28.025 and the courses offered under the Program that apply toward those endorsements.

XXV. LIABILITY; INSURANCE

- a) To the extent permitted by Applicable Law, the District does hereby agree to release SJCCD and its trustees, employees, agents, officers, and representatives (collectively "College Parties") from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the District or any of its trustees, employees, agents, officers and representatives (collectively "District Parties"). To the extent permitted by Applicable Law, the College does hereby agree to release the District Parties from any and all claims, losses, liabilities, damages, and debts arising from or caused by any act or omission of the College or any of the College Parties.
- b) Each Party shall carry general liability insurance to cover against claims, liabilities, losses, and damages resulting from that Party's presence on SJCCD 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.

XXVI. TERMINATION OF AGREEMENT

- a) Termination for Convenience. This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days prior written notice to the other Party. Notwithstanding the foregoing, in the event of such termination, any District students taking SJCCD college courses for

dual credit at the time this Agreement is effectively terminated will be allowed to complete those courses notwithstanding the termination of this Agreement.

- b) Termination for Cause. In the event that either Party defaults in its obligations under this Agreement, the other Party may terminate the Agreement for cause and pursue any remedies under law or in equity. Notwithstanding the foregoing, except for Exigent Circumstances, the defaulting Party shall have thirty (30) days from notice of default in which to cure the default before the Party alleging the default terminates and pursues its remedies. For purposes of this Agreement, the term “Exigent Circumstances” shall mean (collectively and individually) any act, omission, failure, or breach that in the reasonable discretion of the Party alleging the breach or default may (I) pose a threat to the safety or well-being of persons; (II) pose imminent danger to the premises of the other Party; (III) constitute a violation of Applicable Law; and/or (IV) result in the imposition of fines or penalties, for the other Party.
- c) Fiscal Funding Out. Notwithstanding anything in this Agreement regarding either Party allocating funds to undertake its responsibilities under this Agreement or to make payments under this Agreement, such obligations constitute a commitment of revenues for the current fiscal year only and does not create an impermissible debt. In the event that either the District’s Board of Trustees or the College’s Board of Trustees fails to obtain and appropriate funds for any fiscal year during the Term, despite its best efforts, then an event of non-appropriation (“Non-Appropriation”) shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) the Party will provide immediate notice of such Non-Appropriation to the other Party and provide written notice of such failure by its governing body at least forty-five (45) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation; and (ii) this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated without penalty or expense to either Party except for any amounts owed during the period prior to the next fiscal year for which funds were not allocated.
- d) Discontinuance of PTECH. The District and SJCCD agree to comply with the requirements of Applicable Law for discontinuing operations of the PTECH. During the teach-out period transitioning from full operation to the discontinued program, SJCCD and the District will continue to meet all of the required elements of a pathways to technology early college high school program and provide full support for all students enrolled in the PTECH. During the teach-out period, no new or additional students will be enrolled in the PTECH in grades that have been phased out. If the PTECH has only ninth and/or ninth and tenth grade cohorts, the Program will be closed down at the end of the school year in which the decision is made to discontinue operations. If the PTECH 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.

XXVII. GENERAL PROVISIONS

- a) No Personal Liability; No Third-Party Liability; No Waiver. Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee, or agent of SJCCD or the District, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of SJCCD or the District. These provisions are solely for the benefit of the Parties hereto and not for the

benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.

- b) Integrated Agreement; Modification. This Agreement, including any and all appendices and exhibits, contains the entire agreement between the Parties with respect to the early college high school and dual credit Program between the Parties and the subject matter herein and cannot be amended or modified except by written agreement signed by the Party against whom enforcement of the amendment or modification is sought.
- c) Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the state of Texas, without regard to its choice of law or conflicts of law provisions. Exclusive venue for any proceeding or action with respect to this Agreement shall lie in a court of competent jurisdiction in the Harris County, Texas.
- d) Severability. The unenforceability, invalidity, or illegality of any provision shall not render any other provisions of this Agreement unenforceable, invalid, or illegal.
- e) Counterparts; Electronic Signatures and Transmission. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties consent to electronic signatures affixed to documents as though they had been physically signed. Additionally, the Parties consent to the electronic transmission of documents and communication, including any notices required under this Agreement.
- f) 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 the District 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.

Executed as of the Effective Date:

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: _____
Dr. Brenda Hellyer, Chancellor

Date: _____

SHELDON INDEPENDENT SCHOOL DISTRICT

By: _____

Date: _____

Appendix A

This Appendix A is attached to and made a part of the Memorandum of Understanding between San Jacinto Community College District and the Sheldon Independent School District.

Program Goals

STATE DUAL CREDIT GOALS	SJCCD DUAL CREDIT GOALS
<p>Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.</p> <p>Measures of Implementation:</p> <ul style="list-style-type: none"> • Collaboration between ISDs and IHE partner(s) to host informational sessions for students and parents on dual credit opportunities, benefits and cost • ISD and IHE dual credit webpages reflect the most current dual credit program information including enrollment and fee policies. • Hosting dual credit 101 sessions for high school counselors • Collaboration between ISDs and IHE partner(s) on a marketing campaign • Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted. 	<p>Goal 1: The SJCCD dual credit program’s achievement of enrollment in postsecondary education goal is fully supported by outreach efforts to inform students and parents of the benefits and costs of dual credit are a major part of this goal, as included in the SJCCD Strategic Plan.</p> <p>Measures of Implementation include:</p> <ul style="list-style-type: none"> • Parent Night and Student Presentations • Website and associated College documents updated often to reflect policies, rules, and financial policies • College staff presentations to ISD School Boards, as requested • Dual credit director and administrators meet with ISD administrators about dual credit programming • SJCCD dual credit office creates marketing posters and brochures to disseminate to the ISDs and homeschools • SJCCD dual credit office maintains a record of visits and activities
<p>Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Student enrollment in postsecondary after high school • Time to degree completion • Semester credit hours to degree • Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population. 	<p>Goal 2: The SJCCD dual credit program’s successful transition to and acceleration through postsecondary education goal is to increase dual credit AA, AS, AAS, or certificate completion as included in the SJCCD Strategic Plan.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Goals for both transfer and technical certificate and degree attainment assessed through internal databases, THECB data, and the National Student Clearinghouse data; all data are disaggregated based on race and ethnicity, gender, and age • Time to degree completion tracked through internal data • Semester credit hours to degree tracked through internal data • Analysis of measures in enrollment in

	<p>persistence through postsecondary education, disaggregated by student subpopulations, tracked through internal data</p> <ul style="list-style-type: none"> • Dual credit office performs transcript audits to determine hours to degree and graduation options • Dual credit office performs student advising with dual credit high school students per THECB rules
<p>Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Student enrollment in postsecondary after high school • Time to degree completion • Decrease in excess number of semester hours beyond required hours to degree completion • Analysis of measures in enrollment and degree completion, disaggregated by student sub-population. 	<p>Goal 3: The SJCCD dual credit program will develop an effective bridge between secondary and postsecondary education to increase the number of high school graduates who are college ready, according to the policies of THECB and statute, as included in the SJCCD Strategic Plan.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Student enrollment in postsecondary after high school is tracked through internal databases and THECB data; all data are disaggregated based on race and ethnicity, gender, and age, as well as specific ISD • Using transcripts and testing, the Dual credit office determines dual credit student college readiness, according to the methodologies set forth in statute and THECB policies • SJCCD offers online test preparation through the PAA which is available to all dual credit students • In order to decrease the excess hours to completion, the Dual credit office creates a program completion plan for each student and maintains these in Degreeworks; dual credit students are tracked according to standard College processes • SJCCD provides student support services for all dual credit students, as do the ISDs
<p>Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.</p> <p>Metric:</p> <ul style="list-style-type: none"> • Analysis of performance in subsequent course work. 	<p>Goal 4: The SJCCD goal for dual credit students' performance in college-level coursework is to increase academic and career and technical education course completion, as included in the SJCCD Strategic Plan.</p> <p>Metric:</p> <ul style="list-style-type: none"> • SJCCD analyzes enrollment, completion, and success data of dual credit students by ISD. • SJCCD analyzes success data for all students by course, by student, by instructor, and by mode of delivery.

- SJCCD Institutional Research Office creates an ISD portfolio for each ISD with pertinent student data, including retention, course A-C success, and completion of certificates and/or degrees; all data are disaggregated by race and ethnicity, gender, and age.

Appendix B

This Appendix B is attached to and made a part of the Memorandum of Understanding between San Jacinto Community College District and the **Sheldon** Independent School District as of the agreed upon Effective Date. Prior to the commencement of the classes, the College and the District will develop a final course equivalency crosswalk identifying the available courses and course credits that may be earned under this Agreement, including the number of credits that may be earned for each course completed.

Crosswalk of Sheldon ISD Courses and SJCCD Courses

Appendix C

School District Title IX Investigator/Coordinator

As stated above, **Sheldon** Independent School District ("District") will designate a specific District official that is certified as a Title IX Investigator to serve as the authorized liaison for SJCCD Office of Human Resources. The District official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter. Any capitalized terms not otherwise defined in this Appendix shall have the meaning set forth in the Agreement between the Parties.

The District Liaison contact information is as follows:

District Name:

High School Name:

Liaison's Name:

Position Title:

Contact Phone Number:

Email:

Appendix D - PTECH

This Appendix D is attached to and made a part of the Memorandum of Understanding between San Jacinto Community College District and the **Sheldon** Independent School District.

The TEA Pathways in Technology Early College High School (PTECH) Blueprint provides foundational principles and standards for innovative partnerships with colleges, universities, and industry. The PTECH Blueprint contains mandatory design elements and requirements for meeting outcomes-based measures on data indicators related to access, attainment, and achievement that must be met annually. More information can be found at https://tea.texas.gov/system/files/p-tech-blueprint-public-comment-2023_0.pdf and on the **Sheldon Advanced Academics** website.

Benchmark 1: School Design

The Pathways in Technology Early College High School (P-TECH) shall establish school structures and policies, regularly convene leadership teams, and ensure adequate staff capacity for the successful implementation and sustainability of the P-TECH program.

1. Student Cost: The P-TECH program shall be offered at no cost to students.
2. School Location: The P-TECH location shall be a. on a college or university campus; or b. in a high school—as a standalone high school campus or in a smaller learning community within a larger high school; or c. at a central location, such as a CTE center. The central location is not the home campus where students are enrolled.
3. Student Cohorts: P-TECH students shall be placed in a cohort for core classes to the extent possible; this does not exclude non-P-TECH students from enrolling in the same class.
4. Flexible Scheduling: The P-TECH program shall provide flexible, individualized scheduling that allows students the opportunity to earn a high school diploma and enables a student to combine high school courses and college-level courses with the goal of earning industry-based certifications, certificates, and/or an associate degree, and engage in appropriate work-based learning at every grade level.
5. TSIA Testing Site: The P-TECH shall be a TSI assessment site or is in the process of becoming a TSI assessment site. The P-TECH shall provide opportunities throughout the year for students to take the TSI assessment.
6. Leadership Team Strategic Priorities: The P-TECH shall establish a leadership team that includes high-level personnel from the school district, campus, industry/business, and IHE with decision-making authority who meet regularly and report to each organization. The leadership team shall develop long-term strategic priorities for the P-TECH program along with a work plan for how to achieve programmatic goals in coordination with district and campus improvement planning.
7. Leadership Team Key Roles: The leadership team shall include leaders from the district, campus, industry/business partner, and IHE who have decision-making authority to execute changes toward this end.
8. P-TECH Staff: P-TECH staff shall include the following: a. A P-TECH leader who has authority over course and instructor scheduling, staff and faculty hiring, and budget development b. An IHE liaison with decision-making authority who interacts directly and frequently (in-person or virtually) with the P-TECH leader c. A business/industry partner liaison with decision making authority who interacts directly and frequently (in person or virtually) with P-TECH leader and

the dual credit provider. d. Highly qualified P-TECH teachers who work directly with the P-TECH students, which may include high school faculty who must meet faculty requirements that are set by the regional accrediting association of the community college and/or university to teach college-level courses, instructors for virtual college courses, and instructors for Advanced Placement and International Baccalaureate courses. e. Advising staff who may be provided by, or shared with, the IHE partner who support the P-TECH students through activities such as coordinating with the IHE for registration, monitoring of students' high school and college transcripts, monitoring of high school and college courses to ensure programmatic requirements for both the high school and the partnering institution are met, and who plan for future credentials and career entry.

9. P-TECH Staff Professional Development: The P-TECH shall implement an annual professional development plan (i.e, calendar of events/ activities) for teachers and staff, focused on research-based instructional strategies for increasing rigor and college- and career-readiness, that is based on needs assessment of student data, and includes both high school and dual credit teachers.
10. Sustainability Structures: Sustainability structures shall be identified and implemented to address and minimize the challenges of staff turnover and potential fluctuations in funding.
11. Advisory Board: The P-TECH shall establish an Advisory Board that meets regularly and includes representatives from a variety of stakeholders such as school board, community, economic development partners, relevant industry subject matter experts for program pathways, and the IHE to provide support and guidance to the PTECH in resource acquisition, curriculum development, work-based learning, and student/community outreach to ensure a successful academic and career pipeline.

Benchmark 2: Partnership Agreement

The Pathways in Technology Early High School (P-TECH) must have a current, signed memorandum of understanding (MOU) or interlocal agreement (ILA) with each Institution of Higher Education (IHE). The P-TECH must also have a current and signed agreement with each business/industry partner. Both agreements must respectively outline key issues related to the planning, implementation, and sustainability of the P-TECH program. Stakeholders shall review the MOUs and agreements annually. The agreements shall include the components described in the Design Elements below:

1. Goal of Higher Education Partnership: The MOU or ILA shall include the goal of the P-TECH and IHE partnership and a description of how the goals of the dual credit program align to the Texas Statewide Dual Credit Goals.
2. Roles and Responsibilities: The MOU or ILA shall include the respective roles and responsibilities for the campus/LEA and IHE in providing for and ensuring the quality and instructional rigor of the dual credit program.
3. Funding: The MOU or ILA shall identify how costs will be shared, including for the following: a. Dual credit courses offered through the program b. Instructional materials to be used and textbook adoption c. Transportation costs and fees d. Eligibility of P-TECH students for financial assistance from the higher education partner(s), specifically, waivers for tuition and fees
4. Academic Plan: The MOU or ILA shall articulate the academic plan, including the following: a. Courses of study that enable a student to combine high school courses and college level courses with the goal to earn an associate degree or up to 60 semester credit hours toward a baccalaureate degree. b. Curriculum alignment for each degree plan with a course equivalency

crosswalk equating high school courses with college courses and the number of credits that may be earned for each course completed through the dual credit program. c. Transferable and applicable college credits earned during high school.

5. **Transcription of Credit:** The MOU or ILA shall include components that enhance transcription of credit, including the following: a. Assurances that the IHE will transcribe college credit earned through dual credit in the same semester that credit is earned b. Assurances that the P-TECH will adhere to the grading periods and policies of the IHE for dual credit and college courses, including academic probation.
6. **Course Delivery and Scheduling:** The MOU or ILA shall articulate course delivery and scheduling including the following: a. The instructional calendar, including location of each course that will be offered b. Assurances that P-TECH students are treated as dual credit students until graduation from the P-TECH program. As such, they may take dual credit courses during the fall, spring, and summer sessions to meet the goals of the P-TECH program.
7. **Staffing Plan:** The MOU or ILA shall include a staffing plan for the P-TECH, including the following: a. Teacher qualification processes, instructor availability, and course offerings b. Joint professional development for P-TECH faculty and college and counselors/advisors (including both district and IHE faculty/staff)
8. **Instructional Materials and Textbooks:** The MOU or ILA shall articulate instructional materials and textbook policies, including the following: a. The duration for which textbooks can be used b. Instructional materials and textbook costs and fees.
9. **Access to Higher Education Resources:** The MOU or ILA shall articulate that students will be granted access to higher education resources, including the following: a. P-TECH students' access to the IHE facilities, services and resources b. Disability services available to students in compliance with Section 504 of the Rehabilitation Act (Section 504), the Individuals with Disabilities Education Act (IDEA), and the Americans with Disabilities Act (ADA) for college courses for dual credit.
10. **Transportation:** The MOU or ILA shall address transportation, including the following: a. Transportation policies, including the P-TECH and IHE respective roles and responsibilities related to transportation b. Transportation costs and fees funding
11. **Collaborative Outreach Efforts:** The MOU or ILA shall outline the commitment that the P-TECH and IHE will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.
12. **Student Participation:** The MOU or ILA shall articulate student participation, including the following: a. Policy on minimum class size per dual credit course b. Student enrollment policies, including student eligibility for enrollment and pre-requisite policies c. Student attendance policies d. Code of conduct policies e. Administration of statewide assessments of academic skills (TEC, Subchapter B, Chapter 39) f. Provisions for discontinuing P-TECH operation to ensure students previously enrolled will have the opportunity to complete their course of study
13. **Academic Supports:** The MOU or ILA shall identify how the P-TECH and IHE will provide academic supports including the following: a. Academic and college readiness advising with access to student support services to bridge students successfully into college course completion b. Advising services for students on the transferability and applicability to baccalaureate degree plans for all college credit offered and earned c. Policies related to student intervention.
14. **Data Sharing:** The MOU or ILA shall include a data sharing agreement that outlines provisions for student data to be provided by the college to the high school and enables collaborative data

sharing on a regular basis to promote student support interventions during the semester. The MOU and ILA shall also include the following: a. Teacher data such as qualifications b. Student-level data such as credit hours taken and earned, GPA, student academic progress, college and career readiness metrics (e.g., SAT/ACT), and formative regularly updated or real-time data (e.g., course enrollment/ dropout, TSIA scores, 6-/9-week or midterm grades, attendance for students at the high school) c. Policies for expanding access to student data, such as granting P-TECH teachers of record and campus administrators full instructor access

15. P-TECH Program Data Analysis: The MOU or ILA shall identify the CCRSM program data analysis that the P-TECH will complete, including but not limited to: a. Dual credit program outcomes that assist high school students in the successful transition to and acceleration through postsecondary education b. The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

Design Elements for Agreement with Business and Industry Partner

16. Roles and Responsibilities: The agreement shall include the respective roles and responsibilities for the campus/LEA and business/industry partner in providing for and ensuring the quality and instructional rigor of the work-based learning programming.
17. Work-Based Learning Plan: The agreement shall clearly outline a work-based learning plan that will be followed to provide relevant work-based learning experiences aligned to the Tri-Agency Work-Based Learning Continuum.
18. Work-Based Learning Activities: The agreement shall include a detailed plan for work-based learning experiences for students appropriate to each grade level. These activities should increase in rigor and specificity as illustrated by the Tri-Agency Work-based Learning Continuum beginning with activities such as facility visits and culminating in activities, such as pre-apprenticeships.
19. Professional Skills and Mentorship: The agreement shall articulate that the P-TECH and business/industry partner provide mentorship activities that promote professional skills attainment, including the following: a. A plan for career mentoring activities appropriate to each grade level b. The roles and responsibilities of the P-TECH and industry/business partners in the planning and implementation of career mentoring c. Support for students' activities, such as clubs, Career and Technical Student Organizations (CTSOs), competitions, and special initiatives that promote professional skills attainment.
20. Access to Business Resources: The agreement shall articulate student access to business/industry partners and work-based learning facilities, services, and resources.
21. Transportation: The agreement shall address transportation, including the following: a. Transportation policies, including the P-TECH and business/industry respective roles and responsibility related to transportation b. Transportation costs and fees.
22. Qualifying for Priority Interviewing: The agreement shall include a commitment that the industry/business partner will give students who receive work-based training or education from the partner priority in interviewing for any jobs for which the student is qualified that are available on the student's completion of the program.
23. Program Monitoring: The agreement shall include program monitoring components to ensure the quality and rigor of work-based learning experiences will be sufficient to ensure student success in subsequent work based learning, mentorship, and internship experiences.

Benchmark 3: Target Population

The Pathways in Technology Early College High School (P-TECH) shall target and enroll historically underserved students. The campus must enable students who are at-risk of dropping out or those who wish to accelerate completion of high school to combine high school courses and college-level courses. Every P-TECH must enroll at least a 9th grade class during their first year of implementation. If a P-TECH phases out their services, the academy must be prepared to provide services to each enrolled cohort through graduation.

1. **Recruitment and Enrollment Policies:** The P-TECH shall be open enrollment for all students and shall identify, recruit, and enroll subpopulations that are historically underrepresented in college courses. The P-TECH shall coordinate activities with feeder middle school(s), higher education partner(s), and business/ industry partner(s) to participate in recruitment activities. The P-TECH must enroll a 9th grade class during their first year of implementation and will progressively scale up by adding at least one grade level per year after the first year of implementation.
2. **Documenting Enrollment Procedures:** The P-TECH shall clearly document recruitment and enrollment policies and practices, refining and improving them annually based on data reviews.
3. **Stakeholder Engagement:** Recruitment and enrollment processes (including marketing and recruitment plans, materials, and timelines) shall include input from key stakeholders (e.g., parents, community members, higher education partners) and shall include regular activities to educate students, counselors, principals, parents, and school board and community members.
4. **Lottery System:** For any P-TECH at capacity, the P-TECH shall use either a performance-blind, open-access lottery system that encourages and considers applications from all students (all students have an equal opportunity for acceptance, regardless of background or academic performance) or a weighted lottery that favors students who are at risk or who are historically underrepresented for the P-TECH. Districts are encouraged to standardize lottery practices across campuses implementing the College and Career Readiness School Model.

Benchmark 4: Academic Infrastructure

The Pathways in Technology Early College High School (P-TECH) must provide a rigorous course of study that allows students the opportunity to earn a high school diploma and enable a student to combine high school courses and college-level courses with the goal of earning industry-based certifications, certificates, and/or an associate degree and engage in appropriate work-based learning at every grade level.

- **Regional Need:** The P-TECH shall work with the local workforce development board, local chamber of commerce, and/or local workforce industry representatives to identify and maintain a list of high-demand occupations. The P-TECH shall establish one or more career pathways that include industry-relevant classes, are informed by the identified regional needs, and prepare students for high-wage, high-demand, high-skills career fields. The P-TECH shall have plans for sequencing additional courses for students in the career pathway.
- **Postsecondary Opportunities:** The P-TECH program must provide a rigorous course of study that allows students the opportunity to earn a high school diploma and enables a student to combine high school courses and college level courses with the goal of earning industry-based

certifications, certificates, or an associate degree, and engage in appropriate work-based learning at every grade level.

- **Course Sequence:** The P-TECH shall offer a course of study that provides a detailed and relevant course sequence to the postsecondary opportunities aligned to the high school and college courses provided to the PTECH students. This crosswalk must follow the courses and fields of study listed in the THECB Lower Division Academic Course Guide Manual (ACGM) and/or the Workforce Education Course Manual (WECM).
- **Course Offerings:** The P-TECH shall provide a variety of opportunities for students to earn college credit (e.g., a portfolio approach may include dual credit, Advanced Placement (AP), International Baccalaureate (IB), OnRamps, CLEP assessments, and local articulation agreements for specific courses in partnership with a local college) with the applicability of college credits in mind.
- **Delivery of Courses:** The campus may implement multiple dual enrollment delivery models, including but not limited to the following: a. College courses taught on the college campus by college faculty b. College courses taught on the high school campus by college faculty c. College courses taught on the high school campus by high school educators who meet faculty requirements d. College courses taught virtually, via distance/online/blended learning
- **Academic Performance in High School:** The P-TECH shall implement a plan for End-of-Course (EOC) assessment success, including academic preparation classes for accepted students and academic interventions for students who do not pass EOC assessments.
- **College Readiness:** The P-TECH shall provide a TSI assessment to accepted students as early as incoming 9th graders (Note, this assessment may not be used as a prerequisite for admissions to the P-TECH). a. The P-TECH shall publish on its website the dates, times, and location(s) for TSI administration. b. The P-TECH shall provide assessment fee waivers for all administrations of the TSI test c. The P-TECH shall implement a plan for TSI success, including academic preparation classes for accepted students, and shall provide academic interventions (e.g., tutorials, workshops, testing strategies, accelerated instruction) for students who do not pass the TSI before retesting d. The P-TECH shall review TSI testing data, particularly the number/percentage of students who have currently passed each section of the TSI assessment to prescribe accelerated instruction to support students e. The P-TECH shall explore alternative measures for students to meet college readiness standards.
- **Student Data Tracking:** The P-TECH shall biannually implement structured data review processes to do the following: a. Identify student strengths and areas of growth and develop individual instructional support plans. b. Provide an assessment for measuring student progress to ensure students are on track to meet the Outcomes-Based Measures. c. Provide an opportunity for the IHE to provide feedback on the value of the P-TECH program. d. Provide an opportunity for the industry/business partner(s) to provide feedback on the value of the P-TECH program.
- **Student Persistence:** The P-TECH shall create a plan for students off-track for success in the P-TECH program. Support systems shall include infrastructure, resources, and personnel to enable every possibility to retain the student in the P-TECH program and promote program completion.
- **Student Pathway Support:** The P-TECH shall develop a plan to support direct-to-college student enrollment following high school graduation and a strategy to foster long-term workforce readiness.

Benchmark 5: Student Support

The Pathways in Technology Early College High School (P-TECH) must provide wrap-around strategies and services involving multiple stakeholders to strengthen academic, technical, and individual support for students to be successful in their P-TECH program.

1. **Bridge Programs:** The P-TECH provides a bridge program (an intensive academic preparation program that provides opportunities to strengthen academic skills necessary for high school, college readiness, and career readiness) to prepare students for TSI and provide academic interventions for those who do not pass TSI. The bridge program may also serve to support student transition from middle school to the P-TECH program.
2. **Advising:** The P-TECH shall collaborate with its IHE to personalize the learning environment for students through developing individualized student plans for ongoing academic support, filing a degree plan, and the attainment of long-term goals. The P-TECH and IHE shall develop robust college and career advising systems to support student plans and advance academic progress and shall develop a process for collaboration to provide an academic bridge across two educational systems.
3. **Student Intervention:** The P-TECH shall administer interventions as needed, including tutoring and/or Saturday school for identified students in need of academic supports. The P-TECH shall monitor academic progress with formative data.
4. **Classroom Support:** The P-TECH shall provide advisory and/or college and career readiness advising, and support time built into the instructional sequence for all students. The P-TECH shall provide skill building instruction for students, such as time management, study skills, collaboration, and interpersonal relationship skills.
5. **Multi-tiered System of Supports:** The P-TECH shall provide a multi-tiered system of supports that encompasses career, academic, behavioral, and mental health supports for all students.
6. **Enrichment Opportunities:** The P-TECH shall provide enrichment opportunities, including the following: a. A structured program of community service to promote community involvement b. Partnering with community businesses to expose students to a variety of potential career options and possible internship opportunities c. Establishing a mentorship program available to all students d. Parent outreach and involvement opportunities e. Family engagement to support rigorous course enrollment and college and career planning.
7. **College and Career Preparation:** The P-TECH shall provide college and career awareness to current and prospective students and families, including the following: a. College application assistance b. Financial aid counseling c. College and career counseling.

Benchmark 6: Work-Based Learning

The Pathways in Technology Early College High School (P-TECH) must offer students a variety of relevant, high-skill work-based learning experiences at every grade level that respond to student interest and regional employer needs and contribute to students earning aligned industry certifications and credentials.

1. **Work-Based Learning Continuum:** The P-TECH partners shall collaborate to ensure the P-TECH provides the following: a. Age-appropriate work-based learning for students in the P-TECH at every grade level that includes career exploration, career preparation, and career training b. Work-based learning experiences that are well-planned and properly sequenced to provide a progression of learning experiences for students—each one building upon the last c. Curriculum

alignment among high school, postsecondary, and industry work-based learning experience requirements.

2. **Work-Based Learning Offerings:** Work-based learning may include, but is not limited to facility visits, guest speakers, presentations, career information, career fairs, interview training, skill development, resume workshops, informational interviewing, job shadowing, internships, mentoring, and apprenticeships.
3. **Student Participation:** The P-TECH partners shall ensure that students a. are provided opportunities to reflect on their work experiences; b. demonstrate their learning in writing, portfolio, presentation, digital or by other means; and c. understand the connection between their work-based learning and academics.
4. **Enrichment and Extracurricular:** The P-TECH partners shall ensure students are provided the opportunity to participate in enrichment and extracurricular opportunities, such as clubs, Career and Technical Student Organizations (CTSOs), competitions, and special initiatives.
5. **Student Data Tracking:** The P-TECH partners shall biannually implement a structured data tracking system and process designed to identify student participation in work-based learning opportunities. a. The P-TECH partners will establish annual assessment measures and provide an opportunity for the industry/business partners to provide feedback on the value of work-based learning. b. The P-TECH partners shall provide an assessment for measuring student progress to ensure students are on track to meet the Outcomes-Based Measures.



Commissioner Mike Morath

1701 North Congress Avenue • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • tea.texas.gov

August 7, 2023

Dear San Jacinto College,

This letter is to inform your institution that the Texas Education Agency has approved CCRSM campus designations for the 2023-2024 College and Career Readiness School Models (CCRSM) Network.

The Texas Education Agency requires for CCRSM applicants to identify a partnering Institution of Higher Education in which they will enter into a Memorandum of Understanding that meets the expectations dictated in each CCRSM Models blueprint.

CCRSM Designation

CCRSM Designation is awarded to campuses that meet the blueprint requirements of one of our CCRSM Models, Early College High Schools (ECHS) or Pathways in Technology Early College High Schools (P-TECH).

Designation is valid for one year, 2023-2024, and must be renewed annually by the high school campus. This designation allows campuses to receive technical assistance and the benefit of participating within a community of practice through our CCRSM Network.

The continued support that your institution provides to its partnering districts, parents and students demonstrates the impact a community can push forward to a better tomorrow.

Thank you for your hard work and dedication in providing opportunities for students to accelerate their learning and graduate from high school prepared for the post-secondary path of their choosing. If you have questions regarding any of the campuses listed, please contact us at ccrsm@tea.texas.gov.

Sincerely,

A handwritten signature in black ink that reads "Krystal Garza". The script is fluid and cursive.

Krystal Garza
Director of Postsecondary Programs



TEA College and Career Readiness School Models (CCRSM)

The Texas Education Agency requires for CCRSM applicants to identify a partnering institution of Higher Education in which they will enter into a Memorandum of Understanding that meets the expectations dictated in each College and Career Readiness School Models blueprint requirements.

The following CCRSM campuses identified your campus as a partnering Institution of Higher Education for the 2023-2024 academic year.

Partnering Institution of Higher Education: San Jacinto College

District=Clear Creek ISD, CDN: 084910

CCRSM Model	23-24 Designation	Campus Name	Campus CDC
ECHS	Designated	Clear Horizons Early College High School	084910010

District=Galena Park ISD, CDN: 101910

CCRSM Model	23-24 Designation	Campus Name	Campus CDC
ECHS	Designated	Galena Park ISD Career & Technical Early College High School	101910030

District=Pasadena ISD, CDN: 101917

CCRSM Model	23-24 Designation	Campus Name	Campus CDC
ECHS	Designated	Dobie High School	101917004
	Designated	Pasadena High School	101917001
	Designated	Pasadena Memorial High School	101917013
	Designated	Sam Rayburn High School	101917002
	Designated	South Houston High School	101917003

District=Sheldon ISD, CDN: 101924

CCRSM Model	23-24 Designation	Campus Name	Campus CDC
ECHS	Designated	C E King High School	101924001



Commissioner Mike Morath

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District=Sheldon ISD, CDN: 101924

CCRSM Model	23-24 Designation	Campus Name	Campus CDC
PTECH	Provisional	C E King High School	101924001

Designation Status	Definition
Provisional	CCRSM provisionally designated campus with less than 4 years of model operation
Designated	CCRSM designated campus with more than 5 years of model operation

Action Item “XV”
Regular Board Meeting October 2, 2023
Consideration of Approval of Policy IV.4003.C, Outside Employment – First Reading
(Informational Item)

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve revisions to the College’s Policy IV.4003.C, Outside Employment. The Board of Trustees will not vote on this item but is creating awareness that the policy and procedure changes are being considered and input is being gathered.

BACKGROUND

This policy and associated procedure provide guidance regarding employment outside of the College. The intent of this process is to prevent potential conflicts of interest and foster communication between leaders and employees.

A proposed revision to the Outside Employment policy and procedure was previously sent out for College-wide comment on February 13, 2023. The proposed edits generated interest and the College community responded with substantial feedback. Over 40 responses were received, and the feedback was reviewed by the Strategic Leadership Team (SLT).

Based on the feedback, the decision was made to form a task force with representation from the Faculty Senate, Staff Organization, and Administrative Organization. All the feedback that was received was reviewed by members of the task force (identifying information removed) including suggested revisions to the proposed policy and procedure. The task force convened in April and submitted a proposed policy and procedure for review by the SLT at the end of June.

The policy and procedure recommendations from the Outside Employment Task Force were reviewed carefully by the SLT. Some of the recommendations were modified slightly to incorporate language that is consistent with San Jacinto College policies and procedures. The task force members were notified of the modifications on September 15, 2023.

IMPACT OF THIS ACTION

The updated policy and procedure were sent to the College community on September 26, 2023. 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 November 6, 2023. Procedures are provided for informational purposes and are not voted on by the Board of Trustees.

BUDGET INFORMATION

No budgetary impact.

MONITORING AND REPORTING TIMELINE

The Board will be notified of any changes that require its action.

Action Item “XV”
Regular Board Meeting October 2, 2023
Consideration of Approval of Policy IV.4003.C, Outside Employment – First Reading
(Informational Item)

ATTACHMENTS

Attachment 1 - Summary of Changes

Attachment 2 - Current Policy IV.4003.C, Outside Employment

Attachment 3 - Proposed (Track Changes) Policy IV.4003.C, Outside Employment

Attachment 4 - Proposed (Clean) Policy IV.4003.C, Outside Employment

Informational items only:

Attachment 5 - Current Procedure IV.4003.C.a, Outside Employment

Attachment 6 - Proposed (Track Changes) Procedure IV.4003.C.a, Outside Employment

Attachment 7 - Proposed (Clean) Procedure IV.4003.C.a, Outside Employment

RESOURCE PERSONNEL

Sandra Ramirez 281-991-2648 Sandra.ramirez@sjcd.edu

Vickie Del Bello 281-998-6357 Vickie.delbello@sjcd.edu

Attachment 1

Summary of Changes

Policies and Procedures Summary of Changes

New Policy Number: N/A

Proposed Policy Name: N/A

Current Policy Number/Name: Policy IV.4003.C, Outside Employment

New Procedure Number: N/A

Proposed Procedure Name(s): N/A

Current Procedure Number(s)/Name(s): Procedure IV.4003.C.a, Outside Employment

Action Recommended for Policy: Revision

Action Recommended for Procedures: Revision

Web Links:

[Policy IV.4003.C, Outside Employment](#)

[Procedure IV.4003.C.a, Outside Employment](#)

Primary Owner: Vice Chancellor, Human Resources, Organizational and Talent Effectiveness

Secondary Owner: Vice President, Human Resources

Summary of Changes:

Policy Changes

- Added additional information for clarification of outside employment.
- Included a reference to Policy III.3003.A, Ethical conduct and Conflicts of Interest and referred employees to the policy and procedure regarding that topic.
- Updated the definition of outside employment.

Procedure Changes

- Updated language.
- Added intent of this procedure, which is to prevent potential conflicts of interest and foster communication between leaders and employees.
- Added a section on a disclosure form and a disclosure routing flow chart for reference.
- Added the option for an employee to appeal the immediate leader's decision to next level leader.
- Added that the respective SLT member will be copied if next level leader disapproves request.
- Added guidelines for leaders for evaluating outside employment.
- Clarified guidelines for employees who are approved for outside employment.
- Removed that the Provost could grant an exception for faculty members to accept a student as a client during a semester when the student is enrolled in their class.

Attachment 2 Current Policy

Policy IV.4003.C, Outside Employment

Purpose

This policy provides guidance regarding employment outside of the College.

Policy

Outside employment by College employees shall not be allowed to interfere or conflict with the employee's assigned duties and responsibilities to the College. This includes the solicitation of business for profit, consulting, or other activities.

Employees will only use resources of San Jacinto College to support the educational objectives of the College. An employee will not use facilities, administrative assistance, office supplies and equipment, or other College resources for personal gain. The use of College resources for personal gain is a violation of College policy and state law.

An employee who may have or has a conflict of interest related to outside employment shall disclose the interest to his/her respective leadership chain, including his/her Strategic Leadership Team (SLT) member. The SLT member will notify Human Resources and the Internal Audit Department, who shall review to ensure that the College's best interests are protected.

Definitions

Outside employment: Any activity for pay performed in addition to the official responsibilities of a College employee.

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 IV.4003.C.a, Outside Employment

Date of Board Approval	October 1, 2018
Effective Date	October 2, 2018
Primary Owner	Vice Chancellor, Human Resources
Secondary Owner	Vice President, Human Resources

Attachment 3
Proposed Policy
Tracked Changes

Policy IV.4003.C, Outside Employment

Purpose

This policy provides guidance ~~regarding~~on participating in secondary employment outside of the College. The intent of this policy is to prevent potential conflicts of interest, and foster communication between leaders and employees.

Policy

~~College employees may hold employment outside of the College. Outside employment by College employees shall~~must not be allowed to result in a conflict of interest or interfere or conflict with the employee's assignedability to perform required duties and responsibilities to the College. ~~This includes~~at the solicitation of business for profit, consulting, or College.

Additional details regarding potential conflicts of interest and other activitiestypes of conflicts which must be reported are listed in Policy III.3003.A, Ethical Conduct and Conflicts of Interest and Procedure III.3003.A.a, Ethical Conduct and Conflicts of Interest.

~~Employees will only use resources of San Jacinto College to support the educational objectives of the College. An employee will not use facilities, administrative assistance, office supplies and equipment, or other College resources for personal gain. The use of College resources for personal gain is a violation of College policy and state law.~~

~~An employee who may have or has a conflict of interest related to outside employment shall disclose the interest to his/her respective leadership chain, including his/her Strategic Leadership Team (SLT) member. The SLT member will notify Human Resources and the Internal Audit Department, who shall review to ensure that the College's best interests are protected.~~

Definitions

Outside employment: ~~Any~~ employment, business relationship, or other activity ~~for pay performed in addition to outside of the~~ official responsibilities of a College in which the employee provides service or consultation for taxable compensation.

Employee: A full-time or part-time employee of the College as defined by Human Resources policy and procedure.

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 IV.4003.C.a, Outside Employment

Procedure III.3003.A.a, Ethical Conduct and Conflicts of Interest

Attachment 3 - Proposed Policy – tracked changes

Date of Board Approval	October 1, 2018 Anticipated November 6, 2023
Effective Date	October 2, 2018 Anticipated January 8, 2024
Primary Owner	Vice Chancellor, Human Resources, Organizational and Talent Effectiveness
Secondary Owner	Vice President, Human Resources

Attachment 4
Proposed Policy
Clean

Policy IV.4003.C, Outside Employment

Purpose

This policy provides guidance on participating in secondary employment outside of the College. The intent of this policy is to prevent potential conflicts of interest, and foster communication between leaders and employees.

Policy

College employees may hold employment outside of the College. Outside employment must not result in a conflict of interest or interfere with the employee’s ability to perform required duties at the College.

Additional details regarding potential conflicts of interest and other types of conflicts which must be reported are listed in Policy III.3003.A, Ethical Conduct and Conflicts of Interest and Procedure III.3003.A.a, Ethical Conduct and Conflicts of Interest.

Definitions

Outside employment: Any employment, business relationship, or other activity outside of the College in which the employee provides service or consultation for taxable compensation.

Employee: A full-time or part-time employee of the College as defined by Human Resources policy and procedure.

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 IV.4003.C.a, Outside Employment

Procedure III.3003.A.a, Ethical Conduct and Conflicts of Interest

Date of Board Approval	TBD
Effective Date	TBD
Primary Owner	Vice Chancellor, Human Resources, Organizational and Talent Effectiveness
Secondary Owner	Vice President, Human Resources

Attachment 5
Current Procedure
(Informational Item)

Procedure IV.4003.C.a, Outside Employment

Associated Policy

Policy IV.4003.C, Outside Employment

Procedures

Full-time employment by San Jacinto College involves the commitment of the individual's time, energy and primary loyalty to the College. Consulting, professional activities, or other outside employment must not impair the individual's ability to fulfill their duties at the College.

Outside employment of any full-time or part-time employee must not involve conflict with the individual's obligation to San Jacinto College or with the objectives of the College. Employees must avoid conflict of interest in all instances of outside employment and consulting.

A full-time or part-time teaching faculty member of San Jacinto College shall not accept a student as a client during a semester in which the student is enrolled in their class. The campus Provost may grant an exception in writing for a compelling reason. This written exception must remain on file in the Human Resources Office.

Employees shall not advertise their services while instructing students or while performing other duties as an employee.

Employees will use resources of San Jacinto College to support the educational objectives of the College. An employee will not use facilities, administrative assistance, office supplies and equipment, or other College resources for personal gain, such use of College resources for personal gain is a violation of College policy and state law.

San Jacinto College recognizes that certain scholarly activities, such as the writing of articles and books, can be beneficial to the individual and to the College. San Jacinto College encourages such professional activities; however, these activities are in addition to the employee's full-time duties expected by the College and are not to be accomplished by utilizing College-paid administrative support.

An employee shall not accept or solicit any gift, favor, service or other benefit that could reasonably be construed by others to influence the employee's discharge of assigned duties and responsibilities.

An employee shall not have a personal financial interest, a business interest or any other obligation that in any way creates a substantial conflict with the proper discharge of assigned duties and responsibilities or that creates a conflict with the best interest of the College.

An employee who may have or has a conflict of interest related to outside employment shall disclose the interest to the respective Strategic Leadership Team (SLT) member, Human Resources, and the Internal Audit Department, who shall review to ensure that the college's best interests are protected.

Note: See **Policy III.3003.A, Ethical Conduct and Conflicts of Interest** and associated procedure for additional information on other types of conflicts which must be reported.

Definitions

Outside employment: Any activity for pay performed in addition to the official responsibilities of a College employee.

Employee: A full-time or part-time employee of the College as defined by Human Resources policy and procedure.

Date of SLT Approval	September 6, 2018
Effective Date	October 2, 2018
Associated Policy	Policy IV.4003.C, Outside Employment
Primary Owner of Policy Associated with the Procedure	Vice Chancellor, Human Resources
Secondary Owner of Policy Associated with the Procedure	Vice President, Human Resources

Attachment 6
Proposed Procedure
Tracked Changes
(Informational Item)

Procedure IV.4003.C.a, Outside Employment

Associated Policy

Policy IV.4003.C, Outside Employment

Procedures

San Jacinto College recognizes that employees may hold outside employment. Often, such employment can benefit both the employee and the College through enhanced knowledge, exposure, and experience. However, outside employment will not conflict with an employee's ability to perform required duties at the College. The intent of this procedure is to prevent potential conflicts of interest and foster communication between leaders and employees. Leaders will engage in open communication to provide an opportunity for understanding the employee's personal circumstances which may include the desire or need for secondary employment and recognizing that employees have diverse interests, financial responsibilities, and personal goals that extend beyond their responsibility to the College.

Outside Employment Disclosure Form

Full-time employees who desire to engage in outside employment will disclose the interest or employment to their leader and complete the outside employment disclosure form in advance of engaging in the outside employment. If the employee's outside employment predates the employee's hiring by the College or adoption of this policy and procedure, the employee will complete the outside employment disclosure form within five (5) working days from the College's adoption of this procedure.

The disclosure form for outside employment is located on [to be filled in]. The final decision of this form will be stored in an internal repository.

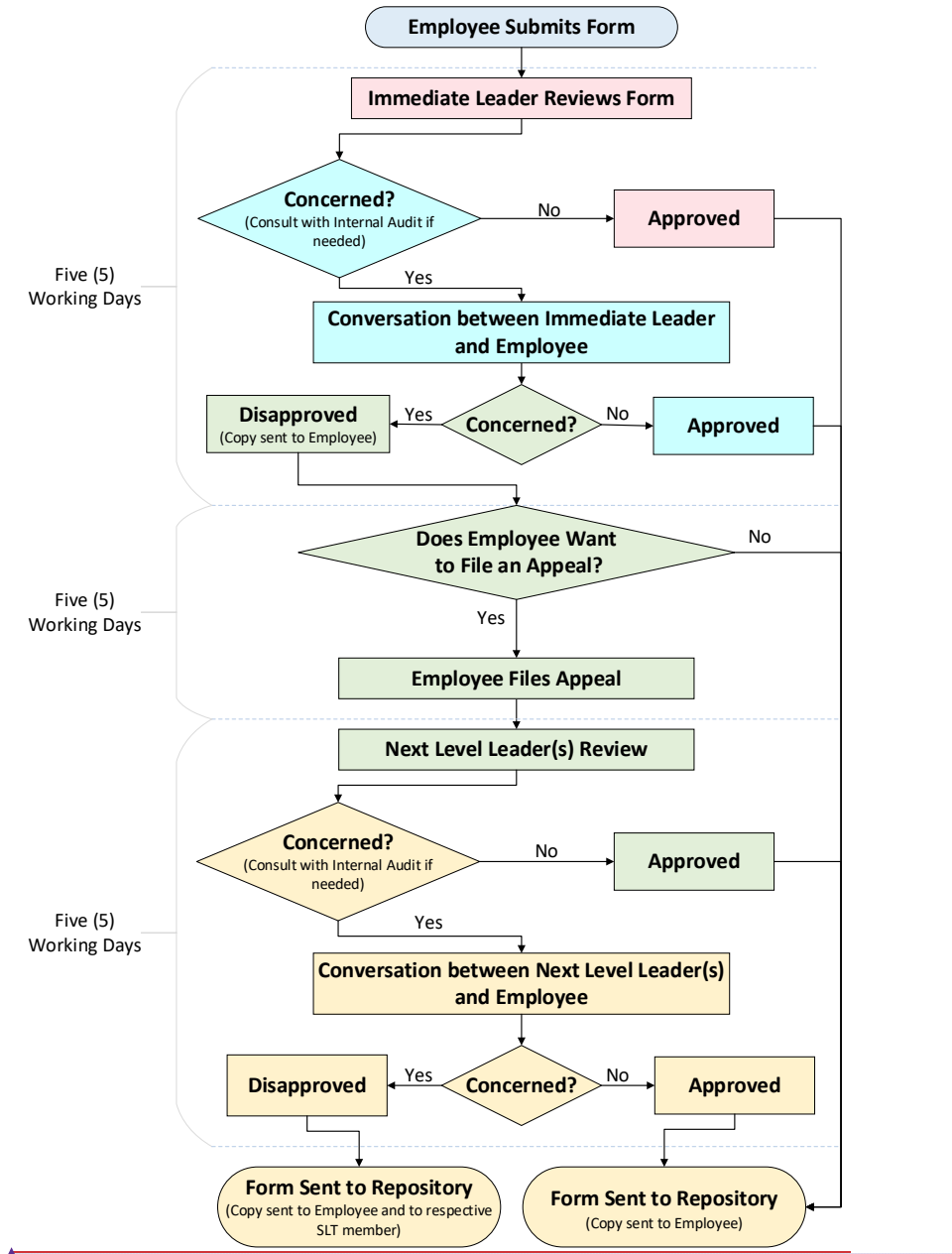
Officers in the San Jacinto College Police Department will continue to adhere to the process provided in the San Jacinto College Police Department Manual, Policy 1020, Outside Employment.

Once the disclosure form is received, the immediate leader will review the content. The immediate leader will communicate the approval or discuss any concerns with the employee within five (5) working days of receiving the disclosure form.

Disclosure Form Routing Flow Chart

Employees submitting a disclosure form may stop the routing of the form at any time within the process by notifying the immediate leader. Employees may also appeal the leader's decision.

Attachment 6 - Proposed Procedure – tracked changes (Informational Item)



Field Code Changed

Submitting Changes in Outside Employment

Employees should complete an outside employment disclosure form once every 12 months. Employees should also complete an updated disclosure form if they add additional jobs or make significant changes to the outside employment arrangements that were previously submitted and approved.

If an employee fails to disclose outside employment, this could result in disciplinary action up to and including termination.

Employee Appeals

If an employee's request for outside employment is denied by the employee's immediate leader, the employee can appeal the decision within five (5) working days. The appeal process will conclude within five (5) working days of receiving the request to appeal and will include a conversation between the submitting employee, the first level leader, and the subsequent level leader(s) as necessary to ensure transparency and consistency in implementation.

Guidelines for Leaders Evaluating Outside Employment

Employee performance and potential conflicts of interest will be considered by the leader when evaluating a request for outside employment. This knowledge should not be used to affect decisions related to scheduling, overtime, or overload courses.

Factors include but are not limited to whether or not the following circumstances are in effect:

- the outside employment will affect the employee's attendance, timeliness, or performance while on duty at the College.
- the outside employment impairs the College's flexibility in scheduling the employee for work.
- the outside employer conducts business with the College.
- the nature of the outside employment is fundamentally incompatible with the employee's job duties or the work of the College.
- the employee's status as a College employee is a reason the employee was hired to perform the outside work.
- the outside employer is a public employer.

Guidelines for Employees Approved to Hold Outside Employment

An employee Full time employment by San Jacinto College involves the commitment of the individual's time, energy and primary loyalty to the College. Consulting, professional activities, or other outside employment must not impair the individual's ability to fulfill their duties at the College.

Attachment 6 - Proposed Procedure – tracked changes (Informational Item)

~~Outside employment of any full-time or part-time employee must not involve conflict with the individual's obligation to San Jacinto College or with the objectives of the College. Employees must avoid conflict of interest in all instances of outside employment and consulting.~~

~~with outside employment may not use College paid sick leave to perform outside work. In connection with outside employment, the employee may not use the College's email, address, or phone number. The College's name cannot be used in a manner that suggests endorsement by the College of the employee's outside employment, business, or activity. The employee may not use or share confidential information gained from the employee's job at the College.~~

A full-time or part-time teaching faculty member of ~~San Jacinto~~the College ~~shall~~will not accept a student as a client during a semester in which the student is enrolled in their class. ~~The campus Provost may grant an exception in writing for a compelling reason. This written exception must remain on file in the Human Resources Office.~~

Employees ~~shall~~will not advertise or promote their outside business or employment/consulting services ~~while instructing~~to students in their classes or programs or while performing other duties as an employee, including but not limited to, conference hours, club sponsorship, and College related extracurricular activities.

Employees will use resources of San Jacinto College to support the educational objectives of the College. An employee will not use facilities, administrative assistance, office supplies and equipment, or other College resources for personal gain, ~~such~~ related to outside employment. Such use of College resources for personal gain is a violation of College policy and state law.

~~San Jacinto College recognizes that certain scholarly activities, such as the writing of articles and books, can be beneficial to the individual and to the College. San Jacinto College encourages such professional activities; however, these activities are in addition to the employee's full-time duties expected by the College and are not to be accomplished by utilizing College-paid administrative support.~~

~~An employee shall not accept or solicit any gift, favor, service or other benefit that could reasonably be construed by others to influence the employee's discharge of assigned duties and responsibilities.~~

Attachment 6 - Proposed Procedure – tracked changes (Informational Item)

~~An employee shall not have a personal financial interest, a business interest or any other obligation that in any way creates a substantial conflict with the proper discharge of assigned duties and responsibilities or that creates a conflict with the best interest of the College.~~

~~An employee who may have or has a conflict of interest related to outside employment shall disclose the interest to the respective Strategic Leadership Team (SLT) member, Human Resources, and the Internal Audit Department, who shall review to ensure that the college's best interests are protected.~~

~~Note: See Policy III.3003.A, Ethical Conduct and Conflicts of Interest and associated procedure for additional information on other types of conflicts which must be reported.~~

Definitions

Outside employment: ~~-Any employment, business relationship, or other activity for pay performed in addition to outside of the official responsibilities of a College in which the employee provides service or consultation for taxable compensation.~~

Employee: A full-time or part-time employee of the College as defined by Human Resources policy and procedure.

Note: See **Policy III.3003.A, Ethical Conduct and Conflicts of Interest** and associated procedure for additional information on other types of conflicts which must be reported.

Date of SLT Approval	September 6, 2018 September 18, 2023
Effective Date	October 2, 2018 Anticipated January 8, 2024
Associated Policy	Policy IV.4003.C, Outside Employment
Primary Owner of Policy Associated with the Procedure	Vice Chancellor, Human Resources, <u>Organizational and Talent Effectiveness</u>
Secondary Owner of Policy Associated	Vice President, Human Resources

Attachment 6 - Proposed Procedure – tracked changes (Informational Item)

with the
Procedure

Attachment 7
Proposed Procedure
Clean
(Informational Item)

Procedure IV.4003.C.a, Outside Employment

Associated Policy

Policy IV.4003.C, Outside Employment

Procedures

San Jacinto College recognizes that employees may hold outside employment. Often, such employment can benefit both the employee and the College through enhanced knowledge, exposure, and experience. However, outside employment will not conflict with an employee's ability to perform required duties at the College. The intent of this procedure is to prevent potential conflicts of interest and foster communication between leaders and employees. Leaders will engage in open communication to provide an opportunity for understanding the employee's personal circumstances which may include the desire or need for secondary employment and recognizing that employees have diverse interests, financial responsibilities, and personal goals that extend beyond their responsibility to the College.

Outside Employment Disclosure Form

Full-time employees who desire to engage in outside employment will disclose the interest or employment to their leader and complete the outside employment disclosure form in advance of engaging in the outside employment. If the employee's outside employment predates the employee's hiring by the College or adoption of this policy and procedure, the employee will complete the outside employment disclosure form within five (5) working days from the College's adoption of this procedure.

The disclosure form for outside employment is located on [to be filled in]. The final decision of this form will be stored in an internal repository.

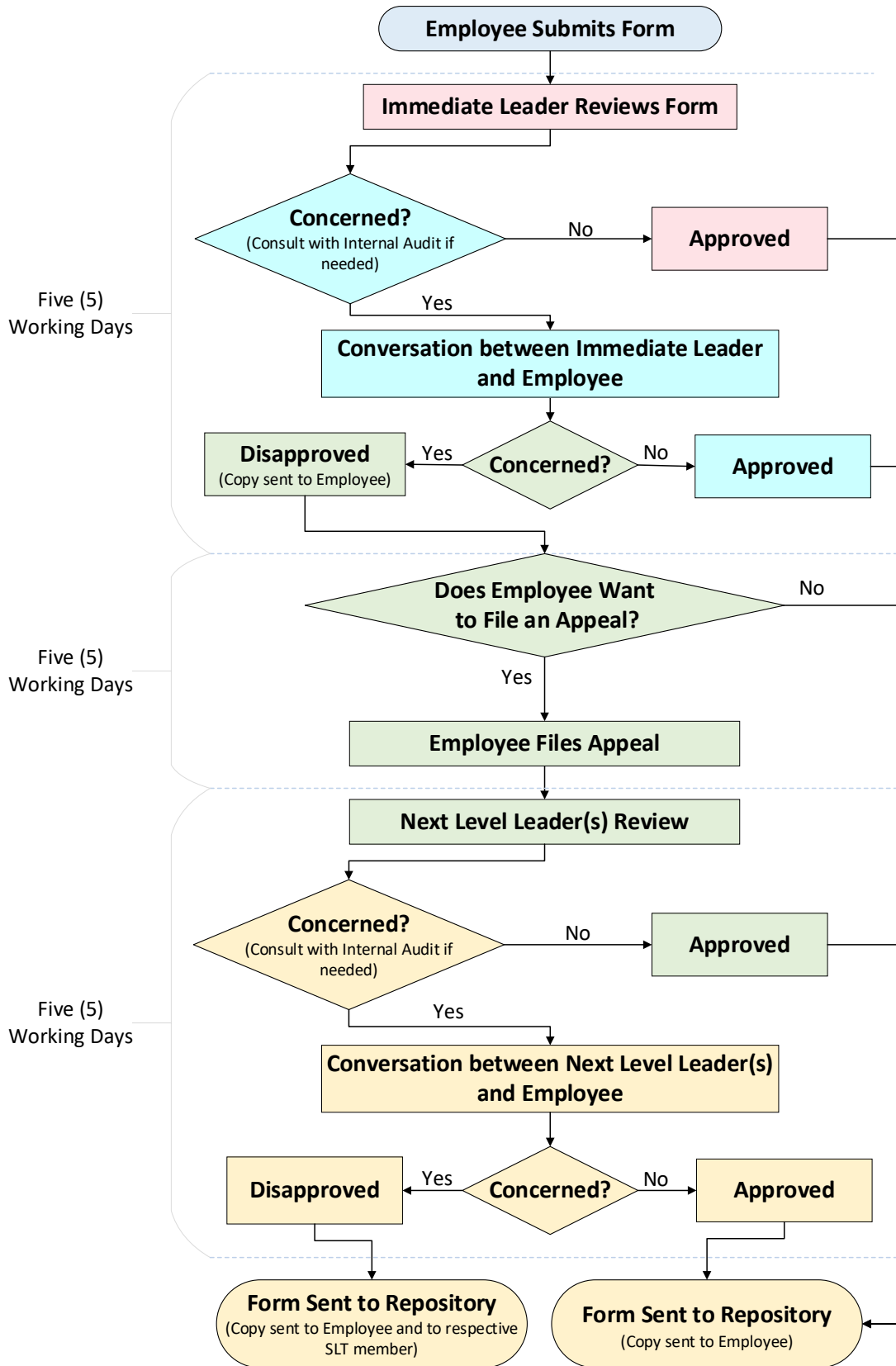
Officers in the San Jacinto College Police Department will continue to adhere to the process provided in the San Jacinto College Police Department Manual, Policy 1020, Outside Employment.

Once the disclosure form is received, the immediate leader will review the content. The immediate leader will communicate the approval or discuss any concerns with the employee within five (5) working days of receiving the disclosure form.

Disclosure Form Routing Flow Chart

Employees submitting a disclosure form may stop the routing of the form at any time within the process by notifying the immediate leader. Employees may also appeal the leader's decision.

Attachment 7 - Proposed Procedure – clean (informational item)



Submitting Changes in Outside Employment

Employees should complete an outside employment disclosure form once every 12 months. Employees should also complete an updated disclosure form if they add additional jobs or make significant changes to the outside employment arrangements that were previously submitted and approved.

If an employee fails to disclose outside employment, this could result in disciplinary action up to and including termination.

Employee Appeals

If an employee's request for outside employment is denied by the employee's immediate leader, the employee can appeal the decision within five (5) working days. The appeal process will conclude within five (5) working days of receiving the request to appeal and will include a conversation between the submitting employee, the first level leader, and the subsequent level leader(s) as necessary to ensure transparency and consistency in implementation.

Guidelines for Leaders Evaluating Outside Employment

Employee performance and potential conflicts of interest will be considered by the leader when evaluating a request for outside employment. This knowledge should not be used to affect decisions related to scheduling, overtime, or overload courses.

Factors include but are not limited to whether or not the following circumstances are in effect:

- the outside employment will affect the employee's attendance, timeliness, or performance while on duty at the College.
- the outside employment impairs the College's flexibility in scheduling the employee for work.
- the outside employer conducts business with the College.
- the nature of the outside employment is fundamentally incompatible with the employee's job duties or the work of the College.
- the employee's status as a College employee is a reason the employee was hired to perform the outside work.
- the outside employer is a public employer.

Guidelines for Employees Approved to Hold Outside Employment

An employee with outside employment may not use College paid sick leave to perform outside work. In connection with outside employment, the employee may not use the College's email, address, or phone number. The College's name cannot be used in a manner that suggests endorsement by the College of the employee's outside employment, business, or activity. The employee may not use or share confidential information gained from the employee's job at the College.

A full-time or part-time teaching faculty member of the College will not accept a student as a client during a semester in which the student is enrolled in their class.

Employees will not advertise or promote their outside business or employment/consulting services to students in their classes or programs or while performing other duties as an employee, including but not limited to, conference hours, club sponsorship, and College related extracurricular activities.

Employees will use resources of San Jacinto College to support the educational objectives of the College. An employee will not use facilities, administrative assistance, office supplies and equipment, or other College resources for personal gain related to outside employment. Such use of College resources for personal gain is a violation of College policy and state law.

Definitions

Outside employment: Any employment, business relationship, or other activity outside of the College in which the employee provides service or consultation for taxable compensation.

Employee: A full-time or part-time employee of the College as defined by Human Resources policy and procedure.

Note: See **Policy III.3003.A, Ethical Conduct and Conflicts of Interest** and associated procedure for additional information on other types of conflicts which must be reported.

Date of SLT Approval	September 18, 2023
Effective Date	Anticipated January 8, 2024
Associated Policy	Policy IV.4003.C, Outside Employment
Primary Owner of Policy Associated with the Procedure	Vice Chancellor, Human Resources, Organizational and Talent Effectiveness
Secondary Owner of Policy Associated with the Procedure	Vice President, Human Resources

Action Item “XVI”
Regular Board Meeting October 2, 2023
Consideration of Approval of Employee Relations Related Policies – First Reading
(Informational Item)

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve revisions to the College’s employee relations Policy IV.4002.B, Termination or Demotion for Contractual Employees, Policy IV.4002.C, Termination and Demotion for Non-Contractual Employees, and a new Policy IV.4002.E, Employee Performance Counseling and Corrective Action. The Board of Trustees will not vote on this item but is creating awareness that the policy and procedure changes are being considered and input is being gathered.

BACKGROUND

The policy on Termination or Demotion for Contractual Employees and the policy on Termination and Demotion for Non-Contractual Employees are long standing policies. The new policy on Employee Performance Counseling and Corrective Action is being proposed as the associated policy for the long-standing procedure on Employee Performance Counseling and Corrective Action. The College has taken a position that all procedures should be associated with a Board approved policy which was not the case for this procedure.

Human Resources had been working on revising this employee relations set to convert it to the new template and to update language based on current practices. In addition, requirements under [Section 51.3525 of the Texas Education Code](#) (Senate Bill 17) relating to prohibited diversity, equity, and inclusion programs and activities designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation, specifically Section 51.3525(b)(2) state the College’s governing Board shall ensure that the institution adopts policies and procedures for disciplining and terminating an employee or contractor who violates the prohibitions in Section 51.3525(b)(1). The proposed policies have been updated to comply with these requirements. These updates related to Senate Bill 17 are the few substantive changes reflected in these policies and procedures. The proposed policies and procedures have been reviewed by legal counsel.

IMPACT OF THIS ACTION

The updated policy and procedures were sent to the College community on October 2, 2023. 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 November 6, 2023. Procedures are provided for informational purposes and are not voted on by the Board of Trustees.

BUDGET INFORMATION

No budgetary impact.

MONITORING AND REPORTING TIMELINE

The Board will be notified of any changes that require its action.

Action Item “XVI”
Regular Board Meeting October 2, 2023
Consideration of Approval of Employee Relations Related Policies – First Reading
(Informational Item)

ATTACHMENTS

Termination or Demotion of Contractual Employees

Attachment 1 - Summary of Changes

Attachment 2 - Policy IV-G-1 Policy on Termination or Demotion for Contractual Employees (current)

Attachment 3 - Policy IV-G-1 Policy on Termination or Demotion for Contractual Employees (current with tracked changes)

Attachment 4 - Policy IV.4002.B, Termination or Demotion of Contractual Employees (proposed policy)

Informational items only:

Attachment 5 - Procedure 4-23: Termination or Demotion of Contractual Employees (current procedure)

Attachment 6 - Procedure 4-23: Termination or Demotion of Contractual Employees (current procedure with tracked changes)

Attachment 7 – Procedure IV.4002.B.a, Termination or Demotion of Contractual Employees (proposed procedure)

Termination or Demotion of Non-Contractual Employees

Attachment 8 – Summary of Changes

Attachment 9 - Policy IV-G-2: Policy on Termination or Demotion for Non-Contractual Employees (current policy)

Attachment 10 - Policy IV-G-2: Policy on Termination or Demotion for Non-Contractual Employees (current policy with tracked changes)

Attachment 11 – Policy IV.4002.C, Termination or Demotion of Non-Contractual Employees (proposed policy)

Informational items only:

Attachment 12 - Procedure 4-15: Termination or Demotion of Non-Contractual Employees (current procedures)

Attachment 13 - Procedure 4-15: Termination or Demotion of Non-Contractual Employees (current procedures with tracked changes)

Attachment 14 - Procedure IV.4002.C.a, Termination or Demotion of Non-Contractual Employees (proposed procedure)

Employee Performance Counseling and Corrective Action

Attachment 15 – Summary of Changes

Attachment 16 - Policy IV.4002.E, Employee Performance Counseling and Corrective Action (proposed policy)

Informational items only:

Attachment 17 - Procedure 4-24: Employee Performance Counseling and Corrective Action (current procedure)

Action Item “XVI”
Regular Board Meeting October 2, 2023
Consideration of Approval of Employee Relations Related Policies – First Reading
(Informational Item)

Attachment 18 - Procedure 4-24: Employee Performance Counseling and Corrective Action
(current procedure with tracked changes)

Attachment 19 - Procedure IV.4002.E.a, Employee Performance Counseling and Corrective
Action (proposed procedure)

RESOURCE PERSONNEL

Sandra Ramirez	281-991-2648	Sandra.ramirez@sjcd.edu
Vickie Del Bello	281-998-6357	Vickie.delbello@sjcd.edu

Termination or Demotion for Contractual Employees

**Attachment 1 - Summary of Changes
Termination or Demotion of
Contractual Employees**

Policies and Procedures Summary of Changes

New Policy Number: **IV.4002.B**

Proposed Policy Name: **Termination or Demotion for Contractual Employees**

Current Policy Number/Name: **Policy IV-G-1 Policy on Termination or Demotion for Contractual Employees**

New Procedure Number: **IV.4002.B.a**

Proposed Procedure Name(s): **Termination or Demotion for Contractual Employees**

Current Procedure Number(s)/Name(s): **Procedure 4-23 Termination or Demotion for Contractual Employees**

Action Recommended for Policy: **Revised**

Action Recommended for Procedures: **Revised**

Web Links:

www.sanjac.edu/about/policies-procedures/IV-G-1-Policy-on-Termination-or-Demotion-for-Contractual-Employees.pdf

www.sanjac.edu/about/policies-procedures/4-23-Termination-or-Demotion-of-Contractual-Employees.pdf

Primary Owner: **Vice Chancellor, Human Resources, Organizational and Talent Effectiveness**

Secondary Owner: **Vice President, Human Resources**

Summary of Changes:

Policy Changes:

- Updated language. For example, changed “his/her” to “their” and “shall” to “will.”
- Moved the evidence for just cause and/or good cause to the procedure.
- Removed “College community” and “internal/external” under Administrative Leave.
- Added definitions for employment contract and contractual employee and relocated all definitions the end of the policy to meet formatting requirements.

Procedure Changes:

- Updated language. For example, changed “his/her” to “their” and “shall” to “will.”
- Moved the statement that this procedure does not apply to non-renewal of contractual employees or reduction in force from evaluation of termination proposal to the introduction.
- Updated Policy on Non-Renewal of Contractual Personnel to Policy IV, 4002.D. Renewal and Non-Renewal of Contractual Employees.
- Added “violation of Title IX regulations (sexual harassment, sexual assault, dating violence, domestic violence, and stalking)” in section 2(f) under evidence considered as just and/or good cause for termination and demotions.

Attachment 1

- Added the following under Appeal Rights: An employee whose employment contract is proposed for termination or demotion during the term of the contract will be afforded due process. However, if the termination recommendation is a result of a Title IX violation, and the full-time contractual employee was provided a hearing under [Procedure III.3006.D.a](#), the employee will not be afforded an additional hearing. The employee may request a review by the Chancellor and will proceed to section 10 of this procedure, Action of the Chancellor.
- Removed “performance improvement plan or behavioral improvement plan” from how unsatisfactory performance or behaviors may be communicated as this is no longer a practice.
- Updated formatting. For example, changed bullet points within the procedure to lower case lettering.
- Updated “Employee Relations” to “Human Resources, Employee Relations.”
- Removed “College community” and “internal/external” under Evaluation of Termination Proposal.
- Changed “during the hearing of citizens” to “during the public comment portion of a scheduled Board meeting” under Action of the Chancellor.
- Added number 19 “Violating state or federal law” under the procedure, including:
 - a) Section 51.252 of the Texas Education Code (relating to the failure to make a mandatory report of sexual harassment, sexual assault, dating violence, and stalking).
 - b) Section 51.3525 of the Texas Education Code (relating to prohibited diversity, equity, and inclusion programs and activities designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation). When evaluating an alleged violation of Section 51.3525, the College Administration will consider whether the employee’s conduct constitutes academic course instruction or falls within another exception established in Section 51.3525 of the Texas Education Code, per legal direction.
- Added definitions to the bottom of the procedure to include employment contract and contractual employee.

Attachment 2
Policy IV-G-1
Policy on Termination or
Demotion for Contractual
Employees (current)

Policy IV-G-1: Policy on Termination or Demotion for Contractual Employees

Policy on Termination or Demotion for Contractual Employees

1. INTRODUCTION

This policy establishes uniform standards for termination or demotion of an employee during the term of the employee's contract.

2. DEFINITIONS

- A. A **“termination”** is a decision by the College to cease employing an individual before the expiration date in the individual's contract. Non-renewal of a contract is not a termination.
- B. A **“demotion”** is a reduction in position, responsibilities and pay.
- C. Terminations and demotions shall be based on evidence demonstrating the existence of just cause and/or good cause. Just cause and/or good cause includes, but is not limited to:
 - 1. Failing to perform duties or to take action that another College employee reasonably would have done under the same or similar circumstances;
 - 2. Engaging in conduct that would tend to injure or impair the College's interests, reputation or operations;
 - 3. Engaging in conduct that is contrary to the mission and values of the College or that is inconsistent with the employer/employee relationship.

3. GENERAL POLICY

- A. Discrimination Is Prohibited
 - 1. Termination or demotion decisions shall be made without regard to the employee's race, creed, color, national origin, citizenship status, age, disability, pregnancy, religion, gender, sexual orientation, gender identity, genetic information, marital status, or veteran status.
 - 2. A decision to terminate employment or demote an employee shall not be based on an employee's exercise of rights guaranteed by the Constitution or based upon an employee's exercise of rights conferred by statute, including, but not limited to, federal or state statutes pertaining to medical leave, military leave, and protection of whistleblowers.

- B. Administrative Leave

While a termination or demotion proposal is pending, or during the course of an on-going internal/external investigation, the Chancellor, or his/her designee, may suspend or reassign the

Attachment 2 – Current Policy

affected employee with pay if it is determined that suspension or reassignment is in the best interest of the College or the College Community.

C. Only the Chancellor or his/her designee is authorized to approve a termination or demotion.

D. Appeal of Termination or Demotion

1. An employee whose employment contract is recommended for termination during the term of the contract, or who is recommended for demotion during the term of the contract, shall be afforded constitutional due process in accordance with published guidelines approved by the Chancellor.
2. This policy does not apply to the non-renewal of Faculty, Staff or Administrator contracts at the end of the contract term. Non-renewal is addressed in Board [Policy IV-G-4: Policy on Non-Renewal of Contractual Employees](#).
3. This policy does not apply to the appeal of a termination or demotion due to a Reduction in Force. Terminations and demotions occurring in conjunction with a Reduction in Force are subject to [Policy IV-G-5: Policy on Reduction in Force](#).

Policy #:	IV-G-1
Policy Name:	Policy on Termination or Demotion for Contractual Employees
Pages:	3
Adopted Date:	March 2, 1981
Revision/Reviewed Date:	March 7, 1983, September 7, 1993, February 5, 2008, April 28, 2014
Effective Date:	March 2, 1981, March 7, 1983, September 7, 1993, February 5, 2008, April 29, 2014
Associated Procedure:	4-23

Attachment 3
Policy IV-G-1
Policy on Termination or
Demotion for Contractual
Employees
(current with tracked changes)

~~Policy IV-G-1: Policy on Termination or Demotion for Contractual Employees~~

~~Policy on~~ ~~Policy~~ ~~<TBD>~~ ~~IV.4002.B~~, Termination or Demotion of Contractual Employees

~~1. INTRODUCTION~~

Purpose

~~This policy establishes uniform standards for termination or demotion of an employee during the term of the employee's contract. This policy does not apply to the non-renewal of Faculty, Staff or Administrator contracts at the end of the contract term. Non-renewal is addressed in Policy IV.4002.D, Renewal and Non-Renewal of Contractual Employees.~~

~~2. This policy does not apply to the appeal of a termination or demotion due to a Reduction in Force. DEFINITIONS~~

~~A. A "termination" is a decision by the College to cease employing an individual before the expiration date in the individual's contract. Non-renewal of a contract is not a termination.~~

~~B. A "demotion" is a reduction in position, responsibilities and pay.~~

~~C. Terminations and demotions shall be based on evidence demonstrating the existence of just cause and/or good cause. Just cause and/or good cause includes, but is not limited to:~~

- ~~1. Failing to perform duties or to take action that another College employee reasonably would have done under the same or similar circumstances;~~
- ~~2. Engaging in conduct that would tend to injure or impair the College's interests, reputation or operations;~~
- ~~3. Engaging in conduct that is contrary to the mission and values of the College or that is inconsistent with the employer/employee relationship.~~

~~3. GENERAL POLICY~~

~~A. Discrimination Is Prohibited~~

Terminations and demotions occurring in conjunction with a Reduction in Force are subject to Policy IV-G-5: Policy on Reduction in Force.

Policy

Termination or demotion decisions ~~shall~~will be made without regard to the employee’s race, creed, color, national origin, citizenship status, age, disability, pregnancy and pregnancy-related conditions, religion, gender/sex, sexual orientation, gender expression or identity, genetic information, marital status, or veteran status.

Additionally, the College will not discriminate or retaliate against employees who exercise rights guaranteed by the Constitution or rights conferred by statute, including, but not limited to, the Family Medical Leave Act, Uniformed Services Employment and Reemployment Rights Act, and the Texas Whistleblower Act.

A decision to terminate employment or demote an employee ~~shall~~will not be based on an employee’s exercise of rights guaranteed by the Constitution or based upon an employee’s exercise of rights conferred by statute, including, but not limited to, federal or state statutes pertaining to medical leave, military leave, and protection of whistleblowers.

~~Only the Chancellor, or designee, is authorized to approve a termination or demotion.~~

1. Administrative Leave

While a termination or demotion proposal is pending, or during the course of an on-going ~~internal/external~~ investigation, the Chancellor, or ~~his/her~~ designee, may suspend or reassign the affected employee with pay if it is determined that suspension or reassignment is in the best interest of the College ~~or the College Community~~.

~~C. Only the Chancellor or his/her designee is authorized to approve a termination or demotion.~~

2. Appeal of Termination or Demotion

An employee whose employment contract is recommended for termination during the term of the contract, or who is recommended for demotion during the term of the contract, ~~shall~~will be afforded constitutional due process in accordance with published guidelines approved by the Chancellor.

Definitions

An employment contract is a formal, signed agreement between the employee and the employer. It explains the rights, responsibilities, and obligations of both the employee and the employer.

A contractual employee is an employee that enters into an agreement with the College through an employment contract to complete a specific job for a period of up to twelve months for a predetermined salary.

A **termination** is a decision by the College to cease employing an individual before the expiration date in the individual’s contract. Non-renewal of a contract is not a termination.

A **demotion** is a reduction in position, responsibilities, and pay.

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

Associated Procedure

Procedure IV.4002.B.a, Termination or Demotion of Contractual Employees

Date of Board Approval Anticipated November 6, 2023~~TBD~~

Effective Date Anticipated November 7, 2023~~TBD~~

Primary Owner Vice Chancellor, Human Resources, Organizational and Talent Effectiveness

Secondary Owner Vice President, Human Resources

~~1. This policy does not apply to the non-renewal of Faculty, Staff or Administrator contracts at the end of the contract term. Non-renewal is addressed in Board Policy IV-G-4: Policy on Non-Renewal of Contractual Employees.~~

~~2. This policy does not apply to the appeal of a termination or demotion due to a Reduction in Force. Terminations and demotions occurring in conjunction with a Reduction in Force are subject to Policy IV-G-5: Policy on Reduction in Force.~~

-

Attachment 3 – Current Policy with Tracked Changes

Policy #:	IV-G-1
Policy Name:	Policy on Termination or Demotion for Contractual Employees
Pages:	3
Adopted Date:	March 2, 1981
Revision/Reviewed Date:	March 7, 1983, September 7, 1993, February 5, 2008, April 28, 2014
Effective Date:	March 2, 1981, March 7, 1983, September 7, 1993, February 5, 2008, April 29, 2014
Associated Procedure:	4-23

Attachment 4
Policy IV.4002.B, Termination
or Demotion of Contractual
Employees
(proposed policy)

Policy IV.4002.B, Termination or Demotion of Contractual Employees

Purpose

This policy establishes uniform standards for termination or demotion of an employee during the term of the employee’s contract. This policy does not apply to the non-renewal of Faculty, Staff or Administrator contracts at the end of the contract term. Non-renewal is addressed in [Policy IV.4002.D, Renewal and Non-Renewal of Contractual Employees](#).

This policy does not apply to the appeal of a termination or demotion due to a Reduction in Force. Terminations and demotions occurring in conjunction with a Reduction in Force are subject to [Policy IV-G-5: Policy on Reduction in Force](#).

Policy

Termination or demotion decisions will be made without regard to the employee’s race, creed, color, national origin, citizenship status, age, disability, pregnancy and pregnancy-related conditions, religion, gender/sex, sexual orientation, gender expression or identity, genetic information, marital status, or veteran status.

Additionally, the College will not discriminate or retaliate against employees who exercise rights guaranteed by the Constitution or rights conferred by statute, including, but not limited to, the Family Medical Leave Act, Uniformed Services Employment and Reemployment Rights Act, and the Texas Whistleblower Act.

A decision to terminate employment or demote an employee will not be based on an employee’s exercise of rights guaranteed by the Constitution or based upon an employee’s exercise of rights conferred by statute, including, but not limited to, federal or state statutes pertaining to medical leave, military leave, and protection of whistleblowers.

Only the Chancellor, or designee, is authorized to approve a termination or demotion.

1. Administrative Leave

While a termination or demotion proposal is pending, or during the course of an on-going investigation, the Chancellor, or designee, may suspend or reassign the affected employee with pay if it is determined that suspension or reassignment is in the best interest of the College.

2. Appeal of Termination or Demotion

An employee whose employment contract is recommended for termination during the term of the contract, or who is recommended for demotion during the term of the

contract, will be afforded constitutional due process in accordance with published guidelines approved by the Chancellor.

Definitions

An **employment contract** is a formal, signed agreement between the employee and the employer. It explains the rights, responsibilities, and obligations of both the employee and the employer.

A **contractual employee** is an employee that enters into an agreement with the College through an employment contract to complete a specific job for a period of up to twelve months for a predetermined salary.

A **termination** is a decision by the College to cease employing an individual before the expiration date in the individual’s contract. Non-renewal of a contract is not a termination.

A **demotion** is a reduction in position, responsibilities, and pay.

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

Associated Procedure

Procedure IV.4002.B.a, Termination or Demotion of Contractual Employees

Date of Board Approval	Anticipated November 6, 2023
Effective Date	Anticipated November 7, 2023
Primary Owner of Policy Associated the with Procedure	Vice Chancellor, Human Resources, Organizational and Talent Effectiveness
Secondary Owner of Policy Associated with the Procedure	Vice President, Human Resources

Attachment 5
Procedure 4-23: Termination or
Demotion of Contractual
Employees
(current procedure)
Informational Item

Procedure 4-23: Termination or Demotion of Contractual Employees

1. INTRODUCTION

This procedure specifies the procedures for termination or demotion of a contractual employee during the term of an existing contract in accordance with Policy IV-G-1 Policy on Termination or Demotion for Contractual Employees.

2. PROCEDURE

A. Just and/or good cause includes but is not limited to the following:

1. Physical or mental incapacity that prohibits the employee from performing his or her contracted job function.
2. Conviction or commission of a felony, a crime involving moral turpitude, a misdemeanor that is related to the employee's job, or that adversely impacts the interests of the College. Moral turpitude offenses include both felony and misdemeanor crimes, including, but not limited to:
 - Crimes related to fraud, theft, and burglary
 - Homicide
 - Kidnapping
 - Aggravated assault
 - Robbery
 - Sexual assault
 - Prostitution
 - Indecency with a minor
 - Public lewdness
 - Possession of obscenity or child pornography
3. Unlawful use, possession, or distribution of controlled substances or dangerous drugs.
4. Being under the influence of alcohol, controlled substances, or dangerous drugs during work hours or while engaged in business on behalf of the College.
5. Assault on an employee, officer or student as described in the Texas Penal Code.
6. Unsatisfactory job performance or the repeated failure to support or demonstrate College values. Unsatisfactory performance or behaviors may be communicated through a written evaluation, written notice, performance improvement plan or behavioral improvement plan.

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7. Falsification of pertinent information regarding the employee's credentials, transcript or application for employment, regardless of when the falsification is discovered.
8. Falsification and/or unauthorized alteration or destruction of government records.
9. Breach of trust, including but not limited to:
 - Making false statements or failing to disclose information to a leader that a reasonable employee would have disclosed under similar circumstances;
 - Failure to participate in good faith regarding an on-going investigation;
 - Fraud, theft, embezzlement; or
 - Falsification of state or federal documents.
10. Failure to comply with directives and requirements of the employee's leader, failure to follow established policies and procedures of the College district, repeated and continued neglect of duties and responsibilities, or insubordination.
11. Violating the policies and procedures defining acceptable use of College e-mail, telephones, cell phones, smart phones, computer tablets, fax machines, laptops, computers, internet, social media, or any other on-line or electronic technology.
12. Failure to maintain any license, registry, or certificate required by one's position.
13. Excessive absences (excluding absences protected by law), failure to follow any procedures pertaining to absences, unacceptable patterns of repeated absences, or failure to provide required documentation to substantiate an absence(s).
14. Cumulative events where numerous instances of misconduct or violations have occurred which indicate an unacceptable pattern of on-going behaviors.
15. For other good cause.
16. No termination or demotion decision shall be based on an employee's race, creed, color, national origin, citizenship status, age, disability, pregnancy, religion, gender, sexual orientation, gender identity, genetic information, marital status, or veteran status. Additionally, the College shall not discriminate or retaliate against employees who exercise rights guaranteed by the Constitution or rights conferred by statute, including, but not limited to, the Family Medical Leave Act, Uniformed Services Employment and Reemployment Rights Act, and the Texas Whistleblower Act.

B. Evaluation of Termination Proposal:

1. The relevant leaders in conjunction with Human Resources shall review the evidence and documentation pertaining to the employee's work history and any allegations of misconduct and

evaluate whether good cause exists to terminate the contract. If the proposal is based on an allegation of wrongdoing, the relevant leaders also shall consider the nature and severity of the misconduct and the outcome of any investigation pertaining to the allegation. Human Resources shall review the proposed recommendation and documentation to ensure compliance with College's policies and guidelines.

2. Written notice of intent to terminate shall be provided to the employee.
3. When it is in the College's or College Community's best interest, the Chancellor, or his/her designee, may place contractual employees on paid administrative leave or reassign the employee during an internal/external investigation due to allegations of wrongdoing, or when a proposal to terminate or demote is pending before the Board of Trustees.
4. This guideline does not apply to non-renewal of contractual employees. Non-renewal will be subject to Policy IV-G-4: Policy on Non-Renewal of Contractual Personnel.
5. This guideline does not apply to Reduction in Force (RIF) decisions. RIF decisions are subject to Policy IV-G-5.

3. HEARING PROCEDURE

If it is proposed that a contractual employee be terminated or demoted during the term of a contract, certain procedural steps are to be followed. These procedural steps are not applicable to the non-renewal of a term contract or the decision of the administration or Board not to offer the professional employee further employment with the college.

A. Discussions with the Employee

The respective SLT member or his or her designee shall discuss any possible termination or demotion with the employee prior to the Chancellor's giving the contractual employee formal written notice of any proposed action to terminate or demote. If the employee is unavailable to meet or refuses to participate, the Administration may proceed with the preparation of the formal written notice.

B. Approval by the Chancellor

1. Any proposed termination or demotion must be approved by the Chancellor. If the Chancellor approves the proposed action, the Chancellor or his/her designee shall notify the contractual employee of the proposed action, the grounds for the action and of the right to a hearing before the Hearing Committee.
2. The notice of a proposed termination or demotion may be hand delivered, sent via e-mail or other postal service provider.
3. An employee's failure to update his or her postal address, refusal to accept delivery of a letter, or refusal or failure to open e-mail will not constitute good cause for failure to comply with the deadlines stated in the notice of the proposed termination or demotion.

C. Appeal Rights

An employee whose employment contract is proposed for termination or demotion during the term of the contract shall be afforded due process.

D. Request for a Hearing

If the contractual employee wishes to contest the proposed action, he or she may request a hearing before the Hearing Committee. Requests for a hearing must be made in writing to the Chancellor within five (5) working days of receipt of the notice of proposed termination or demotion. If no request for a hearing is made within five (5) working days of receipt of the notice, the Chancellor may recommend to the Board of Trustees that the contractual employee be terminated or demoted, and the Board of Trustees shall take the action it deems proper.

E. Appointment of the Hearing Committee

1. The purpose of the Hearing Committee is to afford a fair hearing on the merits of each proposal for termination or demotion and to make a recommendation for disposition to the Chancellor.
2. The Hearing Committee shall be comprised of three (3) impartial contractual employees. One member is to be designated by the respective Strategic Leadership Team (SLT) member, one member by the contractual employee, and one member by the Chancellor.
3. The Chancellor in consultation with the SLT shall designate one of the contractual employees of the Hearing Committee members (one faculty member, one administrator or one contractual professional employee) to serve as the chair of the hearing committee.

F. Impartiality of Hearing Committee Members

1. If any contractual employee appointed to serve on the hearing committee believes that he or she cannot hear the evidence and make a fair and impartial recommendation, the member shall so advise the committee.
2. If the committee member or the remaining members of the committee determine that any prior contact with the employee would prevent the member from impartially considering the evidence and making a recommendation, the member shall be disqualified from serving on the committee.
3. Upon such disqualifications, the Chancellor shall appoint a member of the same classification to serve.

G. Conduct of Hearing

The hearing committee shall conduct a hearing to afford a fair and impartial hearing on the merits of the administrative recommendation and make a written recommendation to the Chancellor. The burden of proof is on the administration to establish that good cause is the basis of the proposed termination or demotion.

1. Rights of Parties

- a. All parties, at any level of the hearing procedure, may be represented or accompanied by a representative including legal counsel. If either party is to be represented by legal counsel at the hearing, that party shall notify the other party at least seven (7) working

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days prior to the hearing so that the other party may arrange to be represented by counsel at the hearing if desired.

- b. The administration, having the burden of proof, will have the opportunity and duty to open and close the presentation, argument or discussion, if any, to be made to the hearing committee.
 - c. Each party shall have the right to testify.
 - d. The hearing shall be closed to the public.
2. Expenses of the hearing shall be borne by the College District; however, the employee is responsible for his or her own attorneys' fees and for incidental costs, such as photocopy costs.
 3. The hearing shall be held at a place and time named by the Chairperson of the Committee, in consultation with the Provost / Vice Chancellor and Human Resources.
 4. Documents submitted as evidence shall be noted and identified by the chairperson of the hearing committee and included in the final report to the Chancellor.
 5. The strict rules of evidence are not in force at the hearing; however, general concepts of relevancy and materiality shall prevail at the hearing. The chairperson may limit cumulative or repetitious testimony or evidence.
 6. At least three (3) working days before the hearing, each party shall notify the other and the panel of the identity of witnesses, other than impeaching or rebuttal witnesses whose identity cannot reasonably be determined beforehand, to be called and of documents to be submitted in evidence. The parties shall have the right to cross-examine all witnesses who testify at the hearing. The hearing committee reserves the right to call other witnesses if the committee, in its discretion, deems such action to be advisable.
 7. The chairperson of the hearing committee shall rule on any objections made during the hearing. The chairperson is free to consult with other committee members as needed.
 8. The hearing committee shall ensure that all parties are afforded a fair procedure and substantial justice.
 9. The hearing committee may allow breaks or recesses at its discretion.
 10. Hearing committee members may question the witnesses or counsel; however, witnesses and counsel may not question committee members.
 11. The hearing committee may place a reasonable time limit on opening and closing arguments, taking into consideration the complexity of the case. The committee may, in its sole discretion, direct the parties to provide their closing argument in a written format.

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12. The hearing committee may impose other reasonable rules or restrictions on the presentation of evidence or witnesses to facilitate the hearing process. For example, the committee in its discretion may allow a witness to appear out of turn if that witness will be unavailable at a future time.
13. Except for routine announcements, such as those relating to the time of the hearing and similar matters, public statements about the case by the parties or committee members shall be avoided, as much as possible. Public statements, if any, concerning the decision or recommendation of the hearing committee shall be withheld until final disposition.
14. In cases pertaining to a recommendation for termination or demotion, the proceedings shall be recorded and transcribed by a court reporter, and a copy of the verbatim transcript will be supplied to the employee who is the subject of the hearing.

H. Recommendation of the Hearing Committee

1. The panel by a majority of its total membership shall:
 - a. Make findings of fact.
 - b. Determine whether the facts constitute good cause for demotion or termination.
 - c. Such findings and conclusions shall be based solely on the evidence presented at the hearing.
2. Transcripts of the proceeding will be sent to the committee within fifteen (15) working days.
3. Within ten (10) working days after receipt of the written transcript of the proceedings, the committee shall submit a written recommendation for disposition to the Chancellor. The recommendation shall be based on the policies and applicable rules, regulations and administrative directives of the college. The transcript of the hearing together with all documents received into evidence shall be transmitted to the Chancellor.

I. Action of the Chancellor

The Chancellor shall review the committee's recommendation. Within fifteen (15) working days of the receipt of the recommendation, the Chancellor shall accept, reject or modify the committee's recommendation and advise the parties in writing of his or her decision. The decision of the Chancellor is final; however, nothing in this guideline precludes the employee from appearing before the Board of Trustees during the hearing of citizens.

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Procedure #:	4-23
Procedure Name:	Procedure on Termination or Demotion for Contractual Employees
Pages:	6
Adopted Date:	April 28, 2014
Revision/Reviewed Date:	
Effective Date:	April 29, 2014
Associated Policy:	IV-G-1

Attachment 6
Procedure 4-23: Termination or
Demotion of Contractual
Employees (current procedure
with tracked changes)
Informational Item

Procedure ~~4-23~~: IV.4002.B.a, Termination or Demotion of Contractual Employees

~~1. Associated Policy~~ **INTRODUCTION**

Policy IV.4002.B, Termination or Demotion of Contractual Employees

Introduction

This procedure specifies the procedures for termination or demotion of a contractual employee during the term of an existing contract ~~in accordance with Policy IV-G-1 Policy on Termination or Demotion for Contractual Employees.~~

~~2. PROCEDURE~~

This procedure does not apply to non-renewal of contractual employees. Non-renewal will be subject to Policy IV.4002.D, Renewal and Non-Renewal of Contractual Employees.

This procedure does not apply to Reduction in Force (RIF) decisions. RIF decisions are subject to Policy IV-G-5.

Procedure

Terminations and demotions will be based on evidence demonstrating the existence of just cause and/or good cause. Just cause and/or good cause includes, but is not limited to ~~the following~~:

1. Physical or mental incapacity that prohibits the employee from performing ~~his or her~~their contracted job function.
2. Conviction or commission of a felony, a crime involving moral turpitude, a misdemeanor that is related to the employee's job, or that adversely impacts the interests of the College. Moral turpitude offenses include both felony and misdemeanor crimes, including, but not limited to:
 - a) Crimes related to fraud, theft, and burglary.
 - b) Homicide.
 - c) Kidnapping.
 - d) Aggravated assault.
 - e) Robbery.

• ~~Sexual assault~~

- f) Violation of Title IX regulations (sexual harassment, sexual assault, dating violence, domestic violence, and stalking).
 - ~~f)g)~~ Prostitution.
 - ~~g)h)~~ Indecency with a minor.
 - ~~h)i)~~ Public lewdness.
 - ~~i)j)~~ Possession of obscenity or child pornography.
3. Unlawful use, possession, or distribution of controlled substances or dangerous drugs.
 4. Being under the influence of alcohol, controlled substances, or dangerous drugs during work hours or while engaged in business on behalf of the College.
 5. Assault on an employee, officer, or student as described in the Texas Penal Code.
 6. Unsatisfactory job performance or the repeated failure to support or demonstrate College values. -Unsatisfactory performance or behaviors may be communicated through a written evaluation, or a written notice,~~performance improvement plan or behavioral improvement plan.~~
 7. Falsification of pertinent information regarding the employee's credentials, transcript, or application for employment, regardless of when the falsification is discovered.
 8. Falsification and/or unauthorized alteration or destruction of government records.
 9. Breach of trust, including but not limited to:
 - a) Making false statements or failing to disclose information to a leader that a reasonable employee would have disclosed under similar circumstances;~~;~~
 - b) Failure to participate in good faith regarding an on-going investigation;~~;~~
 - c) Fraud, theft, embezzlement;~~or.~~
 - d) Falsification of state or federal documents.
 10. Failure to comply with directives and requirements of the employee's leader, failure to follow established policies and procedures of the College district, repeated and continued neglect of duties and responsibilities, or insubordination.
 11. Violating the policies and procedures defining acceptable use of College ~~e-mail~~email, telephones, cell phones, smart phones, computer tablets, fax machines, laptops, computers, internet, social media, or any other ~~on-line~~online or electronic technology.
 12. Failure to maintain any license, registry, or certificate required by ~~one's~~the employee's position.

13. Excessive absences (excluding absences protected by law), failure to follow any procedures pertaining to absences, unacceptable patterns of repeated absences, or failure to provide required documentation to substantiate an absence(s).
14. Cumulative events where numerous instances of misconduct or violations have occurred which indicate an unacceptable pattern of ~~on-going~~ongoing behaviors.
15. Failing to perform duties or to take action that another College employee reasonably would have done under the same or similar circumstances.
16. Engaging in conduct that would tend to injure or impair the College’s interests, reputation, or operations.
17. Engaging in conduct that is contrary to the mission and values of the College, or that is inconsistent with the employer/employee relationship.
18. Violating College policy.
19. Violating state or federal law, including:
 - a) Section 51.252 of the Texas Education Code (relating to the failure to make a mandatory report of sexual harassment, sexual assault, dating violence, and stalking).
 - b) Section 51.3525 of the Texas Education Code (relating to prohibited diversity, equity, and inclusion programs and activities designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation). When evaluating an alleged violation of Section 51.3525, the College Administration will consider whether the employee’s conduct constitutes academic course instruction or falls within another exception established in Section 51.3525 of the Texas Education Code.

~~15-20.~~ _____ For other good cause.

~~16. No termination or demotion decision shall be based on an employee’s race, creed, color, national origin, citizenship status, age, disability, pregnancy, religion, gender, sexual orientation, gender identity, genetic information, marital status, or veteran status. Additionally, the College shall not discriminate or retaliate against employees who exercise rights guaranteed by the Constitution or rights conferred by statute, including, but not limited to, the Family Medical Leave Act, Uniformed Services Employment and Reemployment Rights Act, and the Texas Whistleblower Act.~~

Evaluation of Termination Proposal:

1. The relevant leaders, in conjunction with Human Resources ~~shall~~, Employee Relations, will review the evidence and documentation pertaining to the employee’s work history and any allegations of misconduct and evaluate whether good cause exists to terminate the contract.- If the proposal is based on an allegation of wrongdoing, the relevant leaders will also ~~shall~~ consider the nature and severity of the misconduct and the

outcome of any investigation pertaining to the allegation. ~~Human Resources shall~~Employee Relations will review the proposed recommendation and documentation to ensure compliance with College’s policies and ~~guidelines~~procedures.

2. Written notice of intent to terminate ~~shall~~will be provided to the employee.
3. When it is in the College’s ~~or College Community’s~~ best interest, the Chancellor, or ~~his/her~~ designee, may place contractual employees on paid administrative leave or reassign the employee during an ~~internal/external~~ investigation due to allegations of wrongdoing, or when a proposal to terminate or demote is pending before the Board of Trustees.

~~1. This guideline does not apply to non-renewal of contractual employees. Non-renewal will be subject to Policy IV-G-4: Policy on Non-Renewal of Contractual Personnel.~~

~~2. This guideline does not apply to Reduction in Force (RIF) decisions. RIF decisions are subject to Policy IV-G-5.~~

~~3.~~ **HEARING PROCEDURE**

Hearing Procedure

If ~~termination or demotion~~ is proposed ~~that for~~ a contractual employee ~~be terminated or demoted~~ during the term of a contract, certain procedural steps ~~are to~~will be followed. These procedural steps are not applicable to the non-renewal of a term contract or the decision of the administration or Board not to offer the professional employee further employment with the ~~college~~College.

1. Discussions with the Employee

The respective SLT member, or ~~his or her~~ designee ~~shall,~~ will discuss any possible termination or demotion with the employee prior to the ~~Chancellor’s~~Chancellor giving the contractual employee formal written notice of any proposed action to terminate or demote. If the employee is unavailable to meet or refuses to participate, the ~~Administration~~administration may proceed with the preparation of the formal written notice.

~~1.2.~~2. Approval by the Chancellor

- a) Any proposed termination or demotion must be approved by the Chancellor, ~~or~~ designee. If the Chancellor, ~~or designee,~~ approves the proposed action, the Chancellor or ~~his/her,~~ designee ~~shall,~~ will notify the contractual employee of the proposed action, the grounds for the action, and of the right to a hearing before the Hearing Committee.
- b) The notice of a proposed termination or demotion may be hand delivered, sent via ~~e-mail~~email or other postal service provider.

~~2.3.~~ An employee's failure to update ~~his or her~~their postal address, refusal to accept delivery of a letter, or refusal or failure to open ~~e-mail~~email will not constitute good cause for failure to comply with the deadlines stated in the notice of the proposed termination or demotion.

4. Appeal Rights

An employee whose employment contract is proposed for termination or demotion during the term of the contract ~~shall be afforded due process~~will be afforded due process. However, if the termination recommendation is a result of a Title IX violation, and the full-time contractual employee was provided a hearing under Procedure III.3006.D.a, the employee will not be afforded an additional hearing. The employee may request a review by the Chancellor and will proceed to section 10 of this procedure, Action of the Chancellor.

~~3.5.~~ Request for a Hearing

If the contractual employee wishes to contest the proposed action, ~~he or she~~they may request a hearing before the Hearing Committee. Requests for a hearing must be made in writing to the Chancellor, or designee, within five (5) working days of receipt of the notice of proposed termination or demotion. If no request for a hearing is made within five (5) working days of receipt of the notice, the Chancellor, or designee, may recommend to the Board of Trustees that the contractual employee be terminated or demoted, and the Board of Trustees ~~shall~~will take the action it deems proper.

4.6. Appointment of the Hearing Committee

- a) The purpose of the Hearing Committee is to afford a fair hearing on the merits of each proposal for termination or demotion and to make a recommendation for disposition to the Chancellor.
- b) The Hearing Committee ~~shall~~will be comprised of three (3) impartial contractual employees. One member is to be designated by the respective Strategic Leadership Team (SLT) member, one member by the contractual employee, and one member by the Chancellor.
- c) The Chancellor, in consultation with the SLT ~~shall~~, will designate one of the contractual employees of the Hearing Committee members (one faculty member, one administrator or one contractual professional employee) to serve as the chair of the hearing committee.

~~5.7.~~ Impartiality of Hearing Committee Members

- a) If any contractual employee appointed to serve on the hearing committee believes that ~~he or she~~they cannot hear the evidence and make a fair and impartial recommendation, the member ~~shall so advise~~will notify the committee immediately.

- b) If the committee member or the remaining members of the committee determine that any prior contact with the employee would prevent the member from impartially considering the evidence and making a recommendation, the member shall/will be disqualified from serving on the committee.
- c) Upon such disqualifications, the Chancellor shall/will appoint a member of the same classification to serve.

6-8.Conduct of Hearing

The hearing committee shall/will conduct a hearing to afford a fair and impartial hearing on the merits of the administrative recommendation and make a written recommendation to the Chancellor. -The burden of proof is on the administration to establish that good cause is the basis of the proposed termination or demotion.

a) Rights of Parties

- i. All parties, at any level of the hearing procedure, may be represented or accompanied by a representative including legal counsel. If either party is to be represented by legal counsel at the hearing, that party shall/will notify the other party at least seven (7) working days prior to the hearing so that the other party may arrange to be represented by counsel at the hearing if desired.
 - ii. The administration, having the burden of proof, will have the opportunity and duty to open and close the presentation, argument, or discussion, if any, to be made to the hearing committee.
 - iii. Each party shall/will have the right to testify.
 - iv. The hearing shall/will be closed to the public.
- b) Expenses of the hearing shall/will be borne by the College ~~District~~; however, the employee is responsible for ~~his or her~~their own attorneys' fees and for incidental costs, such as photocopy costs.
 - c) The hearing shall/will be held at a place and time named by the Chairperson of the Committee, in consultation with the Provost / Vice Chancellor and Human Resources.
 - d) Documents submitted as evidence shall/will be noted and identified by the chairperson of the hearing committee and included in the final report to the Chancellor.
 - e) The strict rules of evidence are not in force at the hearing; however, general concepts of relevancy and materiality shall/will prevail at the hearing. The chairperson may limit cumulative or repetitious testimony or evidence.
 - f) At least three (3) working days before the hearing, each party shall/will notify the other, and the panel, of the identity of witnesses, other than impeaching or rebuttal witnesses whose identity cannot reasonably be determined beforehand, to be called and of documents to be submitted in evidence. The parties shall/will have the right to cross-examine all witnesses who testify at the hearing. The hearing committee

reserves the right to call other witnesses if the committee, in its discretion, deems such action to be advisable.

- g) The chairperson of the hearing committee shall/will rule on any objections made during the hearing.- The chairperson is free to consult with other committee members as needed.
- h) The hearing committee shall/will ensure that all parties are afforded a fair procedure and substantial justice.
- i) The hearing committee may allow breaks or recesses at its discretion.
- j) Hearing committee members may question the witnesses or counsel; however, witnesses and counsel may not question committee members.
- k) The hearing committee may place a reasonable time limit on opening and closing arguments, taking into consideration the complexity of the case.- The committee may, in its sole discretion, direct the parties to provide their closing argument in a written format.
- l) The hearing committee may impose other reasonable rules or restrictions on the presentation of evidence or witnesses to facilitate the hearing process.- For example, the committee in its discretion may allow a witness to appear out of turn if that witness will be unavailable at a future time.
- m) Except for routine announcements, such as those relating to the time of the hearing and similar matters, public statements about the case by the parties or committee members shall/will be avoided, as much as possible. Public statements, if any, concerning the decision or recommendation of the hearing committee shall/will be withheld until final disposition.
- n) In cases pertaining to a recommendation for termination or demotion, the proceedings shall/will be recorded and transcribed by a court reporter, and a copy of the verbatim transcript will be supplied to the employee who is the subject of the hearing.

7.9.Recommendation of the Hearing Committee

- a) The panel by a majority of its total membership shall/will:
 - i. Make findings of fact.
 - ii. Determine whether the facts constitute good cause for demotion or termination.
 - iii. Such findings and conclusions shall/will be based solely on the evidence presented at the hearing.
- b) Transcripts of the proceeding will be sent to the committee within fifteen (15) working days.
- c) Within ten (10) working days after receipt of the written transcript of the proceedings, the committee shall/will submit a written recommendation for disposition to the Chancellor. The recommendation shall/will be based on the policies and applicable rules, regulations, and administrative directives of the college. The transcript of the hearing together with all documents received into evidence shall/will be transmitted to the Chancellor.

8-10. Action of the Chancellor

The Chancellor ~~shall~~will review the committee's recommendation. Within fifteen (15) working days of the receipt of the recommendation, the Chancellor ~~shall~~will accept, reject, or modify the committee's recommendation and advise the parties in writing of ~~his or her~~the decision. -The decision of the Chancellor is final; however, nothing in this ~~guideline~~procedure precludes the employee from appearing before the Board of Trustees during the ~~hearing~~public comment portion of ~~citizens~~a scheduled Board meeting.

Definitions

An employment contract is a formal, signed agreement between the employee and the employer. It explains the rights, responsibilities, and obligations of both the employee and the employer.

A contractual employee is an employee that enters into an agreement with the College through an employment contract to complete a specific job for a period of up to twelve months for a predetermined salary.

Procedure #:	4-23
Adopted Date:	April 28, 2014 TBD <u>September 25, 2023</u>
Procedure Name:	Board Approval <u>Procedure on Termination or Demotion for Contractual Employees</u>
Pages/Reviewed Date:	6
Effective Date:	April 29, 2014 <u>Anticipated November 7, 2023</u>
Primary Owner of Policy Associated with the Procedure:	IV-G-1 <u>Vice Chancellor, Human Resources, Organizational and Talent Effectiveness</u>
Secondary Owner of Policy Associated with the Procedure:	<u>Vice President, Human Resources</u>

Attachment 7
Procedure IV.4002.B.a,
Termination or Demotion of
Contractual Employees
(proposed procedure)
Informational Item

Procedure IV.4002.B.a, Termination or Demotion of Contractual Employees

Associated Policy

Policy IV.4002.B, Termination or Demotion of Contractual Employees

Introduction

This procedure specifies the procedures for termination or demotion of a contractual employee during the term of an existing contract.

This procedure does not apply to non-renewal of contractual employees. Non-renewal will be subject to [Policy IV.4002.D, Renewal and Non-Renewal of Contractual Employees](#).

This procedure does not apply to Reduction in Force (RIF) decisions. RIF decisions are subject to [Policy IV-G-5](#).

Procedure

Terminations and demotions will be based on evidence demonstrating the existence of just cause and/or good cause. Just cause and/or good cause includes, but is not limited to:

1. Physical or mental incapacity that prohibits the employee from performing their contracted job function.
2. Conviction or commission of a felony, a crime involving moral turpitude, a misdemeanor that is related to the employee's job, or that adversely impacts the interests of the College. Moral turpitude offenses include both felony and misdemeanor crimes, including, but not limited to:
 - a) Crimes related to fraud, theft, and burglary.
 - b) Homicide.
 - c) Kidnapping.
 - d) Aggravated assault.
 - e) Robbery.
 - f) Violation of Title IX regulations (sexual harassment, sexual assault, dating violence, domestic violence, and stalking).
 - g) Prostitution.
 - h) Indecency with a minor.
 - i) Public lewdness.
 - j) Possession of obscenity or child pornography.
3. Unlawful use, possession, or distribution of controlled substances or dangerous drugs.

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4. Being under the influence of alcohol, controlled substances, or dangerous drugs during work hours or while engaged in business on behalf of the College.
5. Assault on an employee, officer, or student as described in the Texas Penal Code.
6. Unsatisfactory job performance or the repeated failure to support or demonstrate College values. Unsatisfactory performance or behaviors may be communicated through a written evaluation or a written notice.
7. Falsification of pertinent information regarding the employee's credentials, transcript, or application for employment, regardless of when the falsification is discovered.
8. Falsification and/or unauthorized alteration or destruction of government records.
9. Breach of trust, including but not limited to:
 - a) Making false statements or failing to disclose information to a leader that a reasonable employee would have disclosed under similar circumstances.
 - b) Failure to participate in good faith regarding an on-going investigation.
 - c) Fraud, theft, embezzlement.
 - d) Falsification of state or federal documents.
10. Failure to comply with directives and requirements of the employee's leader, failure to follow established policies and procedures of the College district, repeated and continued neglect of duties and responsibilities, or insubordination.
11. Violating the policies and procedures defining acceptable use of College email, telephones, cell phones, smart phones, computer tablets, fax machines, laptops, computers, internet, social media, or any other online or electronic technology.
12. Failure to maintain any license, registry, or certificate required by the employee's position.
13. Excessive absences (excluding absences protected by law), failure to follow any procedures pertaining to absences, unacceptable patterns of repeated absences, or failure to provide required documentation to substantiate an absence(s).
14. Cumulative events where numerous instances of misconduct or violations have occurred which indicate an unacceptable pattern of ongoing behaviors.
15. Failing to perform duties or to take action that another College employee reasonably would have done under the same or similar circumstances.
16. Engaging in conduct that would tend to injure or impair the College's interests, reputation, or operations.

17. Engaging in conduct that is contrary to the mission and values of the College, or that is inconsistent with the employer/employee relationship.
18. Violating College policy.
19. Violating state or federal law, including:
 - a) [Section 51.252 of the Texas Education Code](#) (relating to the failure to make a mandatory report of sexual harassment, sexual assault, dating violence, and stalking).
 - b) [Section 51.3525 of the Texas Education Code](#) (relating to prohibited diversity, equity, and inclusion programs and activities designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation). When evaluating an alleged violation of Section 51.3525, the College Administration will consider whether the employee’s conduct constitutes academic course instruction or falls within another exception established in Section 51.3525 of the Texas Education Code.
20. For other good cause.

Evaluation of Termination Proposal:

1. The relevant leaders, in conjunction with Human Resources, Employee Relations, will review the evidence and documentation pertaining to the employee’s work history and any allegations of misconduct and evaluate whether good cause exists to terminate the contract. If the proposal is based on an allegation of wrongdoing, the relevant leaders will also consider the nature and severity of the misconduct and the outcome of any investigation pertaining to the allegation. Employee Relations will review the proposed recommendation and documentation to ensure compliance with College’s policies and procedures.
2. Written notice of intent to terminate will be provided to the employee.
3. When it is in the College’s best interest, the Chancellor, or designee, may place contractual employees on paid administrative leave or reassign the employee during an investigation due to allegations of wrongdoing, or when a proposal to terminate or demote is pending before the Board of Trustees.

Hearing Procedure

If termination or demotion is proposed for a contractual employee during the term of a contract, certain procedural steps will be followed. These procedural steps are not applicable to the non-renewal of a term contract or the decision of the administration or Board not to offer the professional employee further employment with the College.

1. Discussions with the Employee

The respective SLT member, or designee, will discuss any possible termination or demotion with the employee prior to the Chancellor giving the contractual employee formal written notice of any proposed action to terminate or demote. If the employee is unavailable to meet or refuses to participate, the administration may proceed with the preparation of the formal written notice.

2. Approval by the Chancellor

- a) Any proposed termination or demotion must be approved by the Chancellor, or designee. If the Chancellor, or designee, approves the proposed action, the Chancellor or, designee, will notify the contractual employee of the proposed action, the grounds for the action, and of the right to a hearing before the Hearing Committee.
- b) The notice of a proposed termination or demotion may be hand delivered, sent via email or other postal service provider.

3. An employee's failure to update their postal address, refusal to accept delivery of a letter, or refusal or failure to open email will not constitute good cause for failure to comply with the deadlines stated in the notice of the proposed termination or demotion.

4. Appeal Rights

An employee whose employment contract is proposed for termination or demotion during the term of the contract will be afforded due process. However, if the termination recommendation is a result of a Title IX violation, and the full-time contractual employee was provided a hearing under [Procedure III.3006.D.a](#), the employee will not be afforded an additional hearing. The employee may request a review by the Chancellor and will proceed to section 10 of this procedure, Action of the Chancellor.

5. Request for a Hearing

If the contractual employee wishes to contest the proposed action, they may request a hearing before the Hearing Committee. Requests for a hearing must be made in writing to the Chancellor, or designee, within five (5) working days of receipt of the notice of proposed termination or demotion. If no request for a hearing is made within five (5) working days of receipt of the notice, the Chancellor, or designee, may recommend to the Board of Trustees that the contractual employee be terminated or demoted, and the Board of Trustees will take the action it deems proper.

6. Appointment of the Hearing Committee

- a) The purpose of the Hearing Committee is to afford a fair hearing on the merits of each proposal for termination or demotion and to make a recommendation for disposition to the Chancellor.
- b) The Hearing Committee will be comprised of three (3) impartial contractual employees. One member is to be designated by the respective Strategic Leadership

Team (SLT) member, one member by the contractual employee, and one member by the Chancellor.

- c) The Chancellor, in consultation with the SLT, will designate one of the contractual employees of the Hearing Committee members (one faculty member, one administrator or one contractual professional employee) to serve as the chair of the hearing committee.

7. Impartiality of Hearing Committee Members

- a) If any contractual employee appointed to serve on the hearing committee believes that they cannot hear the evidence and make a fair and impartial recommendation, the member will notify the committee immediately.
- b) If the committee member or the remaining members of the committee determine that any prior contact with the employee would prevent the member from impartially considering the evidence and making a recommendation, the member will be disqualified from serving on the committee.
- c) Upon such disqualifications, the Chancellor will appoint a member of the same classification to serve.

8. Conduct of Hearing

The hearing committee will conduct a hearing to afford a fair and impartial hearing on the merits of the administrative recommendation and make a written recommendation to the Chancellor. The burden of proof is on the administration to establish that good cause is the basis of the proposed termination or demotion.

a) Rights of Parties

- i. All parties, at any level of the hearing procedure, may be represented or accompanied by a representative including legal counsel. If either party is to be represented by legal counsel at the hearing, that party will notify the other party at least seven (7) working days prior to the hearing so that the other party may arrange to be represented by counsel at the hearing if desired.
 - ii. The administration, having the burden of proof, will have the opportunity and duty to open and close the presentation, argument, or discussion, if any, to be made to the hearing committee.
 - iii. Each party will have the right to testify.
 - iv. The hearing will be closed to the public.
- b) Expenses of the hearing will be borne by the College; however, the employee is responsible for their own attorneys' fees and for incidental costs, such as photocopy costs.
 - c) The hearing will be held at a place and time named by the Chairperson of the Committee, in consultation with the Provost / Vice Chancellor and Human Resources.

- d) Documents submitted as evidence will be noted and identified by the chairperson of the hearing committee and included in the final report to the Chancellor.
- e) The strict rules of evidence are not in force at the hearing; however, general concepts of relevancy and materiality will prevail at the hearing. The chairperson may limit cumulative or repetitious testimony or evidence.
- f) At least three (3) working days before the hearing, each party will notify the other, and the panel, of the identity of witnesses, other than impeaching or rebuttal witnesses whose identity cannot reasonably be determined beforehand, to be called and of documents to be submitted in evidence. The parties will have the right to cross-examine all witnesses who testify at the hearing. The hearing committee reserves the right to call other witnesses if the committee, in its discretion, deems such action to be advisable.
- g) The chairperson of the hearing committee will rule on any objections made during the hearing. The chairperson is free to consult with other committee members as needed.
- h) The hearing committee will ensure that all parties are afforded a fair procedure and substantial justice.
- i) The hearing committee may allow breaks or recesses at its discretion.
- j) Hearing committee members may question the witnesses or counsel; however, witnesses and counsel may not question committee members.
- k) The hearing committee may place a reasonable time limit on opening and closing arguments, taking into consideration the complexity of the case. The committee may, in its sole discretion, direct the parties to provide their closing argument in a written format.
- l) The hearing committee may impose other reasonable rules or restrictions on the presentation of evidence or witnesses to facilitate the hearing process. For example, the committee in its discretion may allow a witness to appear out of turn if that witness will be unavailable at a future time.
- m) Except for routine announcements, such as those relating to the time of the hearing and similar matters, public statements about the case by the parties or committee members will be avoided as much as possible. Public statements, if any, concerning the decision or recommendation of the hearing committee will be withheld until final disposition.
- n) In cases pertaining to a recommendation for termination or demotion, the proceedings will be recorded and transcribed by a court reporter, and a copy of the verbatim transcript will be supplied to the employee who is the subject of the hearing.

9. Recommendation of the Hearing Committee

- a) The panel by a majority of its total membership will:
 - i. Make findings of fact.
 - ii. Determine whether the facts constitute good cause for demotion or termination.

- iii. Such findings and conclusions will be based solely on the evidence presented at the hearing.
- b) Transcripts of the proceeding will be sent to the committee within fifteen (15) working days.
- c) Within ten (10) working days after receipt of the written transcript of the proceedings, the committee will submit a written recommendation for disposition to the Chancellor. The recommendation will be based on the policies and applicable rules, regulations, and administrative directives of the college. The transcript of the hearing together with all documents received into evidence will be transmitted to the Chancellor.

10. Action of the Chancellor

The Chancellor will review the committee's recommendation. Within fifteen (15) working days of the receipt of the recommendation, the Chancellor will accept, reject, or modify the committee's recommendation and advise the parties in writing of the decision. The decision of the Chancellor is final; however, nothing in this procedure precludes the employee from appearing before the Board of Trustees during the public comment portion of a scheduled Board meeting.

Definitions

An **employment contract** is a formal, signed agreement between the employee and the employer. It explains the rights, responsibilities, and obligations of both the employee and the employer.

A **contractual employee** is an employee that enters into an agreement with the College through an employment contract to complete a specific job for a period of up to twelve months for a predetermined salary.

Date of SLT Approval	September 25, 2023
Effective Date	Anticipated November 7, 2023
Primary Owner of Policy Associated with the Procedure	Vice Chancellor, Human Resources, Organizational and Talent Effectiveness
Secondary Owner of Policy Associated with the Procedure	Vice President, Human Resources

Termination or Demotion for Non-Contractual Employees

Attachment 8
Summary of Changes
Termination or Demotion of
Non-Contractual Employees

Policies and Procedures Summary of Changes

New Policy Number: **IV.4002.C**

Proposed Policy Name: **Termination and Demotion for Non-Contractual Employees**

Current Policy Number/Name: **Policy IV-G-2 Termination and Demotion for Non-Contractual Employees**

New Procedure Number: **IV.4002.C.A**

Proposed Procedure Name(s): **Termination and Demotion for Non-Contractual Employees**

Current Procedure Number(s)/Name(s): **4-15 Termination and Demotion for Non-Contractual Employees**

Action Recommended for Policy: **Revised**

Action Recommended for Procedures: **Revised**

Web Links:

www.sanjac.edu/about/policies-procedures/IV-G-2-Policy-on-Termination-or-Demotion-for-Non-Contractual-Employees.pdf

www.sanjac.edu/about/policies-procedures/4-15-Termination-or-Demotion-of-Non-Contracted-Employees.pdf

Primary Owner: **Vice Chancellor, Human Resources, Organizational and Talent Effectiveness**

Secondary Owner: **Vice President, Human Resources**

Summary of Changes:

Policy Changes:

- Updated language. For example, changed “his/her” to “their” and “shall” to “will.”
- Added “A non-contractual employee may be terminated for violating state or federal law, including Section 51.252 of the Texas Education Code (relating to the failure to make a mandatory report of sexual harassment, sexual assault, dating violence, and stalking) and Section 51.3525 of the Texas Education Code (relating to prohibited diversity, equity, and inclusion programs and activities designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation)” per legal guidance.
- Expanded on the definition of “at will” to include part time employment.
- Moved the definitions to the end of the policy.
- Added to the definitions is the following: “**Non-contractual employees** are employed at **will**, an employment relationship in which either party can end the employment relationship at any time, for any reason, with or without cause. Part-time staff, part-time faculty, full-time staff, and some administrators are designated as non-contractual employees.”
- Removed “College community” when discussing administrative leave.

Procedure Changes:

- Updated language. For example, changed “his/her” to “their” and “shall” to “will.” Removed “adjunct” as it was redundant.

Attachment 8

- Removed “College community” and “internal/external” when discussing administrative leave.
- Changed “Human Resources” to “Human Resources, Employee Relations” or “Employee Relations.”
- Changed “adjunct” to “part-time.”
- Added under Review Process, “A non-contractual employee is not granted the opportunity for an appeal of a termination or demotion.”
- Added to the definitions is the following: “**Non-contractual employees** are employed **at will**, an employment relationship in which either party can end the employment relationship at any time, for any reason, with or without cause. Part-time staff, part-time faculty, full-time staff, and some administrators are designated as non-contractual employees.”
- Added that a non-contractual employee may be terminated for violating state or federal law, including:
 1. Section 51.252 of the Texas Education Code (relating to the failure to make a mandatory report of sexual harassment, sexual assault, dating violence, and stalking).
 2. Section 51.3525 of the Texas Education Code (relating to prohibited diversity, equity, and inclusion programs and activities designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation). When evaluating an alleged violation of Section 51.3525, the College Administration will consider whether the employee’s conduct constitutes academic course instruction or falls within another exception established in Section 51.3525 of the Texas Education Code, per legal guidance.

Attachment 9
Policy IV-G-2
Policy on Termination or
Demotion for Non-Contractual
Employees (current policy)

Policy IV-G-2: Policy on Termination or Demotion for Non-Contractual Employees

Policy on Termination or Demotion for Non-Contractual Employees

1. INTRODUCTION

This Policy establishes a uniform practice for termination or demotion of non-contractual employees.

2. DEFINITION

- A. Non-contractual employees are employed “**at will**,” an employment relationship in which either party can end the employment relationship at any time, for any reason, with or without cause.
- B. A “**demotion**” is a reduction in position, responsibilities and pay.

3. GENERAL POLICY

A. Discrimination Is Prohibited

Termination and demotion decisions shall be made without regard to the employee’s race, creed, color, national origin, citizenship status, age, disability, pregnancy, religion, gender, sexual orientation, gender identity, genetic information, marital status, or veteran status. Additionally, the College shall not discriminate or retaliate against employees who exercise rights guaranteed by the Constitution or rights conferred by statute, including, but not limited to, the Family Medical Leave Act, Uniformed Services Employment and Reemployment Rights Act, and the Texas Whistleblower Act.

B. Administrative Leave

While a termination or demotion recommendation is pending, or during the course of an on-going internal/external investigation, the Chancellor, or his/her designee, may suspend with pay or reassign the affected employee if it is determined that suspension or reassignment is in the best interest of the College or College Community.

C. A non-contractual employee does not have a property right to his or her job.

D. A non-contractual employee may be terminated or demoted with or without cause, except that if a reason exists, it is not an unlawful reason.

E. A non-contractual employee is not granted the opportunity for an appeal of a termination or demotion; however, the employee is able to request a secondary review of his or her job termination or demotion.

F. Only the Chancellor or his/her designee is authorized to approve a termination or demotion.

Attachment 9 – Current Policy

G. This policy does not apply to Reduction in Force (RIF) decisions. RIF decisions are subject to Policy IV-G-5:Policy on Reduction in Force.

Policy #:	IV-G-2
Policy Name:	Policy on Termination for Non-Contractual Employees
Pages:	2
Adopted Date:	March 2, 1981
Revision/Reviewed Date:	August 9, 1982, March 7, 1983 and June 1, 1992, April 28, 2014
Effective Date:	March 2, 1981, August 9, 1982, March 7, 1983 and June 1, 1992, April 29, 2014
Associated Procedure	4-15

Attachment 10
Policy IV-G-2
Policy on Termination or
Demotion for Non-Contractual
Employees (current policy with
tracked changes)

~~Policy IV-G-2: Policy on Termination or Demotion for Non-Contractual Employees~~

~~Policy on~~ ~~Policy~~ ~~<TBD>~~ ~~IV.4002.C, Termination or Demotion of Non-Contractual Employees~~

~~1. INTRODUCTION~~

Purpose

This Policy establishes a uniform practice for termination or demotion of non-contractual employees. Non-contractual employees are employed at will. This means that either party can end the employment relationship at any time, for any reason, with or without cause.

~~2. DEFINITION~~

~~A. Non-contractual employees~~ This policy does not apply to Reduction in Force (RIF) decisions. RIF decisions are employed “at will,” an employment relationship in which either party can end the employment relationship at any time, for any reason, with or without cause.

subject to Policy IV-G-5: Policy on Reduction in Force. A “~~demotion~~” **Reduction in Force** is a reduction in position, responsibilities and pay.

~~3. GENERAL POLICY~~

~~A. Discrimination Is Prohibited~~

Policy

Termination ~~and/or~~ demotion decisions ~~shall~~will be made without regard to the employee’s race, creed, color, national origin, citizenship status, age, disability, pregnancy and pregnancy-related conditions, religion, gender/sex, sexual orientation, gender expression or identity, genetic information, marital status, or veteran status.

Additionally, the College ~~shall~~will not discriminate or retaliate against employees who exercise rights guaranteed by the Constitution or rights conferred by statute, including, but not limited to, the Family Medical Leave Act, Uniformed Services Employment and Reemployment Rights Act, and the Texas Whistleblower Act.

A non-contractual employee may be terminated for violating state or federal law, including Section 51.252 of the Texas Education Code (relating to the failure to make a mandatory report of sexual harassment, sexual assault, dating violence, and stalking) and Section 51.3525 of the Texas Education Code (relating to prohibited diversity, equity, and inclusion programs and

activities designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation).

A non-contractual employee does not have a property right to their job.

A non-contractual employee may be terminated or demoted with or without cause, except that if a reason exists, it is not an unlawful reason.

A non-contractual employee is not granted the opportunity for an appeal of a termination or demotion; however, the employee is able to request a secondary review of their job termination or demotion.

Only the Chancellor or, designee, is authorized to approve a termination or demotion.

Administrative Leave

While a termination or demotion recommendation is pending, or during the course of an on-going internal/external investigation, the Chancellor, or ~~his/her~~ designee, may suspend with pay or reassign the affected employee if it is determined that suspension or reassignment is in the best interest of the College ~~or College Community.~~

~~C. A non-contractual employee does not have a property right to his or her job.~~

~~A non-contractual employee may be terminated or demoted with or without cause, except that if a reason exists, it is not an unlawful reason.~~

~~E. A non-contractual employee is not granted the opportunity for an appeal of a termination or demotion; however, the employee is able to request a secondary review of his or her job termination or demotion.~~

~~F. Only the Chancellor or his/her designee is authorized to approve a termination or demotion.~~

Definitions

Non-contractual employees are employed at will, an employment relationship in which either party can end the employment relationship at any time, for any reason, with or without cause. Part-time staff, part-time faculty, full-time staff, and some administrators are designated as non-contractual employees.

A demotion is a reduction in position, responsibilities, and pay.

A Reduction in Force is a reduction in position, responsibilities and pay. This policy does not apply to Reduction in Force (RIF) decisions.- RIF decisions are subject to Policy IV-G-5: Policy on Reduction in Force.

Policy #:	IV-G-2
Policy Name:	Policy on Termination for Non-Contractual Employees
Pages:	2
Adopted Date:	March 2, 1981
Revision/Reviewed Date:	August 9, 1982, March 7, 1983 and June 1, 1992, April 28, 2014
Effective Date:	March 2, 1981, August 9, 1982, March 7, 1983 and June 1, 1992, April 29, 2014
Associated Procedure	4-15

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

Associated Procedure

Procedure IV.4002.C.a, Termination or Demotion of Non-Contractual Employees

Date of Board Approval ~~TBD~~ Anticipated November 6, 2023

Effective Date ~~TBD~~ Anticipated November 7, 2023

Primary Owner Vice Chancellor, Human Resources, Organizational and Talent Effectiveness

Secondary Owner Vice President, Human Resources

Attachment 11
Policy IV.4002.C, Termination
or Demotion of Non-Contractual
Employees (proposed policy)

Policy IV.4002.C, Termination or Demotion of Non-Contractual Employees

Purpose

This Policy establishes a uniform practice for termination or demotion of non-contractual employees. Non-contractual employees are employed **at will**. This means that either party can end the employment relationship at any time, for any reason, with or without cause.

This policy does not apply to Reduction in Force (RIF) decisions. RIF decisions are subject to [Policy IV-G-5: Policy on Reduction in Force](#). A **Reduction in Force** is a reduction in position, responsibilities and pay.

Policy

Termination or demotion decisions will be made without regard to the employee's race, creed, color, national origin, citizenship status, age, disability, pregnancy and pregnancy-related conditions, religion, gender/sex, sexual orientation, gender expression or identity, genetic information, marital status, or veteran status.

Additionally, the College will not discriminate or retaliate against employees who exercise rights guaranteed by the Constitution or rights conferred by statute, including, but not limited to, the Family Medical Leave Act, Uniformed Services Employment and Reemployment Rights Act, and the Texas Whistleblower Act.

A non-contractual employee may be terminated for violating state or federal law, including [Section 51.252 of the Texas Education Code](#) (relating to the failure to make a mandatory report of sexual harassment, sexual assault, dating violence, and stalking) and [Section 51.3525 of the Texas Education Code](#) (relating to prohibited diversity, equity, and inclusion programs and activities designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation).

A non-contractual employee does not have a property right to their job.

A non-contractual employee may be terminated or demoted with or without cause, except that if a reason exists, it is not an unlawful reason.

A non-contractual employee is not granted the opportunity for an appeal of a termination or demotion; however, the employee is able to request a secondary review of their job termination or demotion.

Only the Chancellor or, designee, is authorized to approve a termination or demotion.

Administrative Leave

While a termination or demotion recommendation is pending, or during the course of an ongoing internal/external investigation, the Chancellor, or designee, may suspend with pay or reassign the affected employee if it is determined that suspension or reassignment is in the best interest of the College.

Definitions

Non-contractual employees are employed **at will**, an employment relationship in which either party can end the employment relationship at any time, for any reason, with or without cause. Part-time staff, part-time faculty, full-time staff, and some administrators are designated as non-contractual employees.

A **demotion** is a reduction in position, responsibilities, and pay.

A **Reduction in Force** is a reduction in position, responsibilities and pay. This policy does not apply to Reduction in Force (RIF) decisions. RIF decisions are subject to Policy IV-G-5: Policy on Reduction in Force.

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

Associated Procedure

Procedure IV.4002.C.a, Termination or Demotion of Non-Contractual Employee

Date of Board Approval	Anticipated November 6, 2023
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Effective Date	Anticipated November 7, 2023
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Primary Owner of Policy Associated with the Procedure	Vice Chancellor, Human Resources, Organizational and Talent Effectiveness
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Secondary Owner of the Policy Associated with the Procedure	Vice President, Human Resources
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Attachment 12
Procedure 4-15: Termination or
Demotion of Non-Contractual
Employees (current procedures)
Informational Item

Procedure 4-15: Termination or Demotion of Non-Contractual Employees

1. INTRODUCTION

This procedure specifies the procedures for termination or demotion of a non-contractual employee in accordance with Policy IV-G-2 Policy on Termination or Demotion for Non-Contractual Employees. These procedures apply regardless of whether the employee is employed on a full-time or part-time basis.

2. PROCEDURE

A. When an employee engages in misconduct, demonstrates performance deficiencies, or otherwise fails to meet the leader's expectations, the leader may recommend termination or demotion. A non-contractual employee may be terminated or demoted for no reason or any reason, except that if a reason exists, it is not an unlawful reason. Factors to evaluate may include:

1. The nature and severity of the employee's conduct.
2. Whether the employee's conduct is part of a pattern.
3. Whether the employee has received prior notice of the leader's concern.
4. Whether the employee has been given an opportunity to address the area of concern.
5. Whether the conduct is of such a nature that remediation is not reasonable or appropriate.
6. Whether the College's interests would best be served by immediate termination.

B. If the Chancellor, or his/her designee, determines that administrative leave is in the best interest of the College or College Community, an employee may be placed on paid administrative leave or reassigned during the course of an on-going internal/external investigation or when a recommendation to terminate or demote is pending before the Chancellor. If the College reassigns the employee, the employee's pay may be adjusted accordingly.

C. The decision to terminate or demote a non-contractual employee will be given thorough consideration prior to taking any action. The following procedure generally will apply to the proposed termination or demotion of an at-will employee.

1. The immediate leader will notify Human Resources of the potential termination or demotion and seek guidance. The immediate leader also will inform all levels in the leadership chain, including the respective Provost or Vice Chancellor of the reasons for the recommended termination or demotion.
2. All documentation will be reviewed by the leadership chain including the respective Provost or Vice Chancellor and Employee Relations prior to making a decision.

Attachment 12 – Current Procedures (Informational Item)

3. The immediate leader and/or Employee Relations will determine if additional information or investigation is required.
4. The Provost, Vice-Chancellor or designee will notify Employee Relations regarding his/her support or denial of the termination or demotion along with supporting reasons and documentation.
5. Only the Chancellor, or his/her designee, is authorized to approve a termination or demotion for any full-time, part-time, or adjunct employee.
6. The employee may ask for a review of the decision by following the process in section D.

D. **REVIEW PROCESS.** Non-contractual employees are able to request a secondary review of his/her job termination or demotion. The request must be in writing to the Vice President of Human Resources, or his/her designee, within five (5) working days of the termination.

1. The termination or demotion process will continue even while the review is under consideration.
2. The review will be conducted within ten (10) working days of the request. The review will be conducted by the Vice President of Human Resources, or his/her designee. The employee is able to present information in writing that may not have been considered in the decision to terminate or demote. The recommendation from the Vice President of Human Resources, or his/her designee, will be in writing and sent to the Chancellor, or his/her designee, within ten (10) working days of the review. The Chancellor, or his/her designee, will review the recommendation and make the final decision to uphold or overturn the decision to terminate employment or demote the employee. The final decision will be in writing and sent to the employee within ten (10) working days of the Chancellor's, or his/her designee's, review.
3. If reinstated, the employee will receive back pay for the days he/she was off the payroll.

Procedure #:	4-15
Procedure Name:	Termination for Non-Contractual Employees
Pages:	2
Adopted Date:	March 2, 1981
Revision/Reviewed Date:	March 7, 1983, April 28, 2014
Effective Date:	March 2, 1981, March 7, 1983, April 29, 2014
Associated Policy:	IV-G-2

Attachment 13
Procedure 4-15: Termination or
Demotion of Non-Contractual
Employees (current procedures
with tracked changes)
Informational Item

Procedure ~~4-15~~: IV.4002.C.a, Termination or Demotion of Non-Contractual Employees

~~INTRODUCTION~~

~~This procedure specifies the procedures for termination or demotion of a non-contractual employee in accordance with Associated Policy IV-G-2~~

Policy IV.4002.C.a, Termination or Demotion ~~for of~~ Non-Contractual Employees. ~~These procedures apply~~

Introduction

The purpose of this procedure is to outline the process for termination or demotion of a non-contractual employee. This procedure applies to all non-contractual employees regardless of whether the employee is employed on a full-time or part-time basis.

~~2.~~ PROCEDURE

Procedure

A. When an employee engages in misconduct, demonstrates performance deficiencies, or otherwise fails to meet the leader's expectations, the leader may recommend termination or demotion. ~~-A non-contractual employee may be terminated or demoted for no reason or any reason, except that if a reason exists, it is not an unlawful reason. -Factors to evaluate may include~~ but are not limited to:

1. Whether or not the employee's conduct is part of a pattern;
2. Whether or not the employee has received prior notice of the leader's concern;
3. Whether or not the employee has been given an opportunity to address the area of concern;
4. Whether or not the conduct is of such a nature that remediation is not reasonable or appropriate;
5. Whether or not the College's interests would best be served by immediate termination, and;
6. The nature and severity of the employee's conduct.

- ~~1. Whether the employee's conduct is part of a pattern.~~
- ~~2. Whether the employee has received prior notice of the leader's concern.~~
- ~~3. Whether the employee has been given an opportunity to address the area of concern.~~
- ~~4. Whether the conduct is of such a nature that remediation is not reasonable or appropriate.~~
- ~~5. Whether the College's interests would best be served by immediate termination.~~

B. A non-contractual employee may be terminated for violating state or federal law, including:

1. Section 51.252 of the Texas Education Code (relating to the failure to make a mandatory report of sexual harassment, sexual assault, dating violence, and stalking).
2. Section 51.3525 of the Texas Education Code (relating to prohibited diversity, equity, and inclusion programs and activities designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation). When evaluating an alleged violation of Section 51.3525, the College Administration will consider whether the employee’s conduct constitutes academic course instruction or falls within another exception established in Section 51.3525 of the Texas Education Code.

C. A non-contractual employee may be discharged for violating Section 51.3525 of the Texas Education Code, which prohibits certain policies, employment practices, training programs, and other college activities that (i) provide or promote differential treatment, preferences, or special benefits based on race, color, ethnicity, gender identity, or sexual orientation, unless required by law and approved in accordance with Section 51.3525 or (ii) mandate training programs designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation, unless required by law and approved in accordance with Section 51.3525.

~~C.D.~~ _____ If the Chancellor, or ~~his/her~~ designee, determines that administrative leave is in the best interest of the College ~~or College Community~~, an employee may be placed on paid administrative leave or reassigned during the course of an ~~on-going internal/external~~ investigation or when a recommendation to terminate or demote is pending before the Chancellor. ~~If the College reassigns the employee, the employee’s pay may be adjusted accordingly.~~

E. The decision to terminate or demote a non-contractual employee will be given thorough consideration prior to taking any action. ~~The following~~ procedure/process generally will apply to the proposed termination or demotion of an at-will employee.

1. The immediate leader will notify Human Resources, Employee Relations of the potential termination or demotion and seek guidance. ~~The immediate leader will also will inform all levels in the leadership chain, including the respective Provost or Vice Chancellor of the reasons for the recommended termination or demotion.~~
2. All documentation will be reviewed by ~~the leadership chain~~ including the respective Provost or Vice Chancellor and Employee Relations prior to making a decision.
3. The immediate leader and/or Employee Relations will determine if additional information or investigation is required.

4. The Provost, Vice-Chancellor, or designee will notify Employee Relations regarding his/her/their support or denial/rejection of the termination or demotion along with supporting reasons and documentation.
5. Only the Chancellor, or his/her designee, is authorized to approve a termination or demotion for any full-time, or part-time, ~~or adjunct~~ employee.
6. The employee may ask for a review of the decision by following the process in section DF.

~~REVIEW PROCESS. Non-F.~~ Review Process: A non-contractual employee is not granted the opportunity for an appeal of a termination or demotion; however, non-contractual employees are able to request a secondary review of his/her/their job termination or demotion. The request must be made in writing to the Vice President of Human Resources, or his/her designee, within five (5) working days of the termination.

1. The termination or demotion process will continue even while the review is under consideration.
2. The review will be conducted within ten (10) working days of the request. ~~The review will be conducted by the Vice President of Human Resources, or his/her designee. The employee is able to present information in writing that may not have been considered in the decision to terminate or demote. The recommendation from the Vice President of Human Resources, or his/her designee, will be in writing and sent to the Chancellor, or his/her designee, within ten (10) working days of the review. The Chancellor, or his/her designee, will review the recommendation and make the final decision to uphold or overturn the decision to terminate employment or demote the employee. The final decision will be in writing and sent to the employee within ten (10) working days of the Chancellor's, or his/her designee's, review.~~
3. If reinstated, the employee will receive back pay for the days he/she was/they were off the payroll.

Definitions

Non-contractual employees are employed at will, an employment relationship in which either party can end the employment relationship at any time, for any reason, with or without cause. Part-time staff, part-time faculty, full-time staff, and some administrators are designated as non-contractual employees.

A demotion is a reduction in position, responsibilities, and pay.

Attachment 13 – Current Procedures with Tracked Changes (Informational Item)

Procedure #:	4-15
Procedure Name:	Termination for Non-Contractual Employees
Pages:	2
Adopted Date of SLT Approval	March 2, 1981 <u>September 25, 2023</u> TBD
Revision/Reviewed Date:	March 7, 1983, April 28, 2014
Effective Date:	March 2, 1981, March 7, 1983, April 29, 2014 <u>Anticipated November 7, 2023</u>
Associated Policy: Primary Owner of Policy Associated with the Procedure	IV-G-2 <u>Vice Chancellor, Human Resources, Organizational and Talent Development</u>
Secondary Owner of Policy Associated with the Procedure	<u>Vice President, Human Resources</u>

Attachment 14
Procedure IV.4002.C.a,
Termination or Demotion of
Non-Contractual Employees
(proposed procedure)
Informational Item

Procedure IV.4002.C.a, Termination or Demotion of Non-Contractual Employees

Associated Policy

Policy IV.4002.C, Termination or Demotion of Non-Contractual Employees

Introduction

The purpose of this procedure is to outline the process for termination or demotion of a non-contractual employee. This procedure applies to all non-contractual employees regardless of whether the employee is employed on a full-time or part-time basis.

Procedure

- A. When an employee engages in misconduct, demonstrates performance deficiencies, or otherwise fails to meet the leader’s expectations, the leader may recommend termination or demotion. A non-contractual employee may be terminated or demoted for no reason or any reason, except that if a reason exists, it is not an unlawful reason. Factors to evaluate may include but are not limited to:
 1. Whether or not the employee’s conduct is part of a pattern;
 2. Whether or not the employee has received prior notice of the leader’s concern;
 3. Whether or not the employee has been given an opportunity to address the area of concern;
 4. Whether or not the conduct is of such a nature that remediation is not reasonable or appropriate;
 5. Whether or not the College’s interests would best be served by immediate termination, and;
 6. The nature and severity of the employee’s conduct.
- B. A non-contractual employee may be terminated for violating state or federal law, including:
 1. [Section 51.252 of the Texas Education Code](#) (relating to the failure to make a mandatory report of sexual harassment, sexual assault, dating violence, and stalking).
 2. [Section 51.3525 of the Texas Education Code](#) (relating to prohibited diversity, equity, and inclusion programs and activities designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation). When evaluating an alleged violation of Section 51.3525, the College Administration will consider whether the employee’s conduct constitutes academic course instruction or falls within another exception established in Section 51.3525 of the Texas Education Code.
- C. A non-contractual employee may be discharged for violating [Section 51.3525 of the Texas Education Code](#), which prohibits certain policies, employment practices, training programs, and other college activities that (i) provide or promote differential treatment,

preferences, or special benefits based on race, color, ethnicity, gender identity, or sexual orientation, unless required by law and approved in accordance with Section 51.3525 or (ii) mandate training programs designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation, unless required by law and approved in accordance with Section 51.3525.

- D. If the Chancellor, or designee, determines that administrative leave is in the best interest of the College, an employee may be placed on paid administrative leave or reassigned during the course of an investigation or when a recommendation to terminate or demote is pending before the Chancellor. If the College reassigns the employee, the employee's pay may be adjusted accordingly.
- E. The decision to terminate or demote a non-contractual employee will be given thorough consideration prior to taking any action. The following process generally will apply to the proposed termination or demotion of an at-will employee.
 - 1. The immediate leader will notify Human Resources, Employee Relations of the potential termination or demotion and seek guidance. The immediate leader will also inform leadership, including the respective Provost or Vice Chancellor of the reasons for the recommended termination or demotion.
 - 2. All documentation will be reviewed by leadership including the respective Provost or Vice Chancellor and Employee Relations prior to making a decision.
 - 3. The immediate leader and/or Employee Relations will determine if additional information or investigation is required.
 - 4. The Provost, Vice-Chancellor, or designee will notify Employee Relations regarding their support or rejection of the termination or demotion along with supporting reasons and documentation.
 - 5. Only the Chancellor, or designee, is authorized to approve a termination or demotion for any full-time or part-time employee.
 - 6. The employee may ask for a review of the decision by following the process in section F.
- F. Review Process: A non-contractual employee is not granted the opportunity for an appeal of a termination or demotion; however, non-contractual employees are able to request a secondary review of their job termination or demotion. The request must be made in writing to the Vice President of Human Resources, or designee, within five (5) working days of the termination.
 - 1. The termination or demotion process will continue even while the review is under consideration.

Attachment 14 – Proposed Procedure (Informational Item)

2. The review will be conducted within ten (10) working days of the request. The review will be conducted by the Vice President of Human Resources, or designee. The employee is able to present information in writing that may not have been considered in the decision to terminate or demote. The recommendation from the Vice President of Human Resources, or designee, will be in writing and sent to the Chancellor, or designee, within ten (10) working days of the review. The Chancellor, or designee, will review the recommendation and make the final decision to uphold or overturn the decision to terminate employment or demote the employee. The final decision will be in writing and sent to the employee within ten (10) working days of the Chancellor's, or designee's, review.
3. If reinstated, the employee will receive back pay for the days they were off the payroll.

Definitions

Non-contractual employees are employed **at will**, an employment relationship in which either party can end the employment relationship at any time, for any reason, with or without cause. Part-time staff, part-time faculty, full-time staff, and some administrators are designated as non-contractual employees.

A **demotion** is a reduction in position, responsibilities, and pay.

Date of SLT Approval	September 25, 2023
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Effective Date	Anticipated November 7, 2023
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Primary Owner of Policy Associated with the Procedure	Vice Chancellor, Human Resources, Organizational and Talent Development
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Secondary Owner of Policy Associated with the Procedure	Vice President, Human Resources
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Employee Performance Counseling and Corrective Action

Attachment 15
Summary of Changes
Employee Performance
Counseling and Corrective
Action

Policies and Procedures Summary of Changes

New Policy Number: **IV.4002.E**

Proposed Policy Name: **Employee Performance Counseling and Corrective Action**

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

New Procedure Number: **IV.4002.E.a**

Proposed Procedure Name(s): **Employee Performance Counseling and Corrective Action**

Current Procedure Number(s)/Name(s): **Procedure 4-24 / Employee Performance Counseling and Corrective Action**

Action Recommended for Policy: **New**

Action Recommended for Procedures: **Revised**

Web Links: www.sanjac.edu/about/policies-procedures/4-24-Employee-Performance-Counseling-and-Corrective-Action.pdf

Primary Owner: **Vice Chancellor, Human Resources, Organizational and Talent Effectiveness**

Secondary Owner: **Vice President, Human Resources**

Summary of Changes:

Policy:

- Created new Policy.

Procedure:

- Changed “shall” to “will.”
- Changed “his/her” to “their.”
- Changed “guideline” to “procedure.”
- Removed the Performance Improvement Plan from examples of developmental actions as that is no longer a practice.
- Changed “Job Abandonment/Involuntary Resignation” to “Job Abandonment/Voluntary Resignation” as job abandonment is considered a voluntary separation from employment.
- Changed “Human Resources” and “Human Resources Department” to “Human Resources, Employee Relations.”
- Added in “or behavior” when discussing that progressive discipline is designed to improve job performance or behavior.
- Added that under Policy IV.4003.D, resignations must be accepted in writing by the Chancellor, SLT member, or a designated senior administrator who is a direct report to the Chancellor or SLT member under Job Abandonment / Voluntary Resignations.
- Added a new section titled “Violations of Sections 51.3525(b) of the Texas Education Code” per legal recommendation that states “an employee may be disciplined for violating Section 51.3525 of the Texas Education Code, which prohibits certain policies,

employment practices, training programs, and other college activities that (i) provide or promote differential treatment, preferences, or special benefits based on race, color, ethnicity, gender identity, or sexual orientation, unless required by law and approved in accordance with Section 51.3525 or (ii) mandate training programs designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation, unless required by law and approved in accordance with Section 51.3525. As stated above, depending on the circumstances, the College Administration may utilize progressive discipline. As may be appropriate to the circumstances, the College Administration will consider whether the violation is isolated and inadvertent, whether the violation can be remedied through counseling or training, whether the violation is intentional or willful, whether the employee previously was warned not to engage in the conduct, and/or whether the violation is part of a pattern of conduct, per legal direction.

Attachment 16
Policy IV.4002.E, Employee
Performance Counseling and
Corrective Action
(proposed policy)

Policy IV.4002.E, Employee Performance Counseling and Corrective Action

Purpose

Each employee of San Jacinto College is expected to perform their job responsibilities in a positive and professional manner and to contribute to the College’s achievement of its educational mission.

When an employee engages in misconduct, violates policy, demonstrates performance deficiencies, or otherwise fails to meet the leader’s expectations, the leader will evaluate an appropriate course of action to address the area of concern.

Policy

Depending on the area of concern, the College Administration ordinarily will employ progressive discipline. The College Administration’s objective is to identify the area of concern; to provide the employee with information, directives, or guidance regarding the leader’s expectations; and to engage in appropriate follow-up to determine whether the employee is meeting expectations.

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

Associated Procedure

Procedure IV.4002.E.a, Employee Performance Counseling and Corrective Action

Date of Board Approval	Anticipated November 6, 2023
Effective Date	Anticipated November 7, 2023
Primary Owner of Policy Associated with the Procedure	Vice Chancellor, Human Resources, Organizational and Talent Effectiveness
Secondary Owner of Policy Associated with the Procedure	Vice President, Human Resources

Attachment 17
Procedure 4-24: Employee
Performance Counseling and
Corrective Action
(current procedure)
Informational Item

Procedure 4-24: Employee Performance Counseling and Corrective Action

1. INTRODUCTION

Each employee of the San Jacinto College District is expected to perform his or her job responsibilities in a positive and professional manner and to contribute to the College's achievement of its educational mission.

When an employee engages in misconduct, demonstrates performance deficiencies, or otherwise fails to meet the leader's expectations, the leader will evaluate an appropriate course of action to address the area of concern. The purpose of this guideline is to provide an overview of standards and methods that leaders should use when working with employees to improve employee performance or behavior. Human Resources will partner with the leader to assist with the appropriate method to be utilized in addressing performance or behavioral issues.

2. PROCEDURES

The need for employee counseling may arise for a number of reasons:

- A. To address performance deficiencies, such as the failure to generate a quality work product or the failure to discharge work in a timely or efficient manner;
- B. To address minor violations of policy or workplace rules that may not have an immediate impact on productivity, efficiency, or safety but that cannot be tolerated if repeated, such as the failure to report to duty on time;
- C. To address acts of misconduct and/or major policy or rules violations.

Depending on the area of concern, the leader ordinarily will employ progressive discipline. Progressive discipline is a series of supervisory actions, corrective in nature, designed to improve job performance and to assist employees with complying with departmental processes, College policies and procedures, and supervisory directives. The leader's objective is to identify the area of concern; to provide the employee with information, directives, or guidance regarding the leader's expectations; and to engage in appropriate follow-up to determine whether the employee is meeting expectations.

Appropriate action will be determined based on the nature of the conduct; the severity, frequency, and degree of deviation from expectations; whether the employee's conduct is part of a pattern; whether the conduct is of such a nature that an opportunity for remediation would be reasonable; and whether the employee previously was given an opportunity to address the area of concern. The leader also must consider whether a particular course of action is in the best interest of the College and its students.

Examples of developmental actions may include, but are not limited to, the following:

- A. Counseling and coaching.
- B. Written reminders regarding expectations, rules, procedures and/or deadlines (letter of expectations).
- C. Performance Improvement Plan (PIP) identifying areas of improvement.

Examples of disciplinary actions may include, but are not limited to, the following:

Attachment 17 – Current Procedure (Informational Item)

- A. Corrective Action Notice identifying areas of improvement and a statement of consequences
- B. Final Corrective Action Notice with a statement of consequences if expectations are not met, and the employee may not apply for other positions within the College
- C. Disciplinary suspension; demotion.
- D. Termination.

NOTE: All terminations must be approved by the Chancellor after approval from the leadership team and communications with the Human Resources Department.

3. JOB ABANDONMENT / INVOLUNTARY RESIGNATION

An employee who is absent for three (3) consecutive scheduled workdays without approval and without notifying their leader (No Call / No Show), is considered to have abandoned their job. This applies to an employee during the normal course of employment, as well as the scheduled return from vacation or leave of absence.

The College may consider extenuating circumstances when evaluating a No Call / No Show. For instance, if the employee is in a serious accident and not able to notify leadership, the College has the right to exercise discretion.

4. SUMMARY

Although progressive corrective action shall be employed in most instances, nothing in this guideline precludes the College from implementing an immediate termination or other discipline without first pursuing progressive measures.

The responsible leader or administrator, in conjunction with Human Resources, shall determine whether certain performance deficiencies or acts of misconduct warrant measures outside of progressive discipline.

Procedure #:	4-24
Procedure Name:	Employee Performance Counseling and Corrective Action
Pages	3
Adopted Date:	April 28, 2014
Revision/Reviewed Date:	
Effective Date:	April 29, 2014
Associated Policy:	

Attachment 18
Procedure 4-24: Employee
Performance Counseling and
Corrective Action (current
procedure with tracked changes)
Informational Item

Procedure ~~IV.4002.E.a~~ **4-24:** ~~<TBD>~~, Employee Performance Counseling and Corrective Action

~~1. INTRODUCTION~~

~~Each employee of the San Jacinto College District is expected to perform his or her job responsibilities in a positive and professional manner and to contribute to the College's achievement of its educational mission.~~

~~When an employee engages in misconduct, demonstrates performance deficiencies, or otherwise fails to meet the leader's expectations, the leader will evaluate an appropriate course of action to address the area of concern. The purpose of this guideline~~ Associated Policy

Policy ~~<TBD>~~IV.4002.E, Employee Performance Counseling and Corrective Action

Purpose

The purpose of this procedure is to provide an overview of standards and methods that leaders should use when working with employees to improve employee performance or behavior.- Human Resources, Employee Relations, will partner with the leader to assist with the appropriate method to be utilized in addressing performance or behavioral ~~issues~~ concerns.

~~2. PROCEDURES~~

Procedure

The need for employee counseling may arise for a number of reasons:

- A. To address performance deficiencies, such as the failure to generate a quality work product, or the failure to discharge work in a timely or efficient manner;
- B. To address minor violations of policy or workplace rules that may not have an immediate impact on productivity, efficiency, or safety but that cannot be tolerated if repeated, such as the failure to report to duty on time; and,
- C. To address acts of misconduct and/or major policy or rules violations.

Depending on the area of concern, the ~~leader~~ College Administration ordinarily will employ progressive discipline. Progressive discipline is a series of supervisory actions, corrective in nature, designed to improve job performance or behavior and to assist employees with complying with departmental processes, College policies and procedures, and supervisory directives. The ~~leader's~~ College Administration's objective is to identify the area of concern; to provide the employee with information, directives, or guidance regarding the leader's expectations; and to engage in appropriate follow-up to determine whether the employee is meeting expectations.

Appropriate action will be determined based on the nature of the conduct; the severity, frequency, and degree of deviation from expectations; whether the employee’s conduct is part of a pattern; whether the conduct is of such a nature that an opportunity for remediation would be reasonable; and whether the employee previously was given an opportunity to address the area of concern. –The leader also must consider whether a particular course of action is in the best interest of the College and its students.

Examples of developmental actions may include, but are not limited to, the following:

- A. Counseling and coaching.
- B. Written reminders regarding expectations, rules, procedures and/or deadlines (letter of expectations).

~~C. Performance Improvement Plan (PIP) identifying areas of improvement.~~

Examples of disciplinary actions may include, but are not limited to, the following:

- A. Corrective Action Notice identifying areas of improvement and a statement of consequences;
- B. Final Corrective Action Notice with a statement of consequences if expectations are not met, and the employee may not apply for other positions within the College;
- C. Disciplinary suspension; demotion; and.
- D. Termination.

NOTE: All terminations and suspensions must be approved by the Chancellor after approval from the leadership team and communications with the Human Resources ~~Department~~, Employee Relations.

~~3. JOB ABANDONMENT / INVOLUNTARY RESIGNATION~~

Job Abandonment / Voluntary Resignation

An employee who is absent for three (3) consecutive scheduled workdays without approval and without notifying their leader (No Call / No Show), is considered to have abandoned their job. –This applies to an employee during the normal course of employment, as well as the scheduled return from vacation or leave of absence.

The College may consider extenuating circumstances when evaluating a No Call / No Show. For instance, if the employee is in a serious accident and not able to notify leadership, the College has the right to exercise discretion.

~~4. SUMMARY~~

NOTE: Under Policy IV.4003.D, resignations must be accepted in writing by the Chancellor, SLT member, or a designated senior administrator who is a direct report to the Chancellor or SLT member.

Violations of Sections 51.3525(b) of the Texas Education Code

An employee may be disciplined for violating Section 51.3525 of the Texas Education Code, which prohibits certain policies, employment practices, training programs, and other college activities that (i) provide or promote differential treatment, preferences, or special benefits based on race, color, ethnicity, gender identity, or sexual orientation, unless required by law and approved in accordance with Section 51.3525 or (ii) mandate training programs designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation, unless required by law and approved in accordance with Section 51.3525. As stated above, depending on the circumstances, the leader may utilize progressive discipline. As may be appropriate to the circumstances, the leader may consider whether the violation is isolated and inadvertent, whether the violation can be remedied through counseling or training, whether the violation is intentional or willful, whether the employee previously was warned not to engage in the conduct, and/or whether the violation is part of a pattern of conduct.

Summary

Although progressive corrective action ~~shall~~will be employed in most instances, nothing in this ~~guideline~~procedure precludes the College from implementing an immediate termination or other discipline without first pursuing progressive measures.

The responsible leader or administrator, in conjunction with Human Resources, ~~shall~~Employee Relations, will determine whether certain performance deficiencies or acts of misconduct warrant measures outside of progressive discipline.

Procedure #:	4-24
Adopted Date: of SLT <u>Approval</u>	April 28, 2014 <u>September 25, 2023</u> TBD
Procedure Name:	Employee Performance Counseling and Corrective Action
Pages	3
Revision/Reviewed Date:	-
Effective Date:	April 29, 2014 <u>Anticipated November 7, 2023</u> TBD
Associated Policy:	<u>Policy IV.4002.E, Employee Performance Counseling and Corrective Action</u> Associated Policy links to the policy with which the procedure is associated.

Attachment 18 – Current Procedure with Tracked Changes (Informational Item)

<u>Primary Owner of Policy Associated with the Procedure</u>	<u>Vice Chancellor, Human Resources, Organizational and Talent Effectiveness</u>
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<u>Secondary Owner of Policy Associated with the Procedure</u>	<u>Vice President, Human Resources</u>
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Attachment 19
Procedure IV.4002.E.a,
Employee Performance
Counseling and Corrective
Action (proposed procedure)
Informational Item

Procedure IV.4002.E.a, Employee Performance Counseling and Corrective Action

Associated Policy

Policy IV.4002.E, Employee Performance Counseling and Corrective Action

Purpose

The purpose of this procedure is to provide an overview of standards and methods that leaders should use when working with employees to improve employee performance or behavior. Human Resources, Employee Relations, will partner with the leader to assist with the appropriate method to be utilized in addressing performance or behavioral concerns.

Procedure

The need for employee counseling may arise for a number of reasons:

- A. To address performance deficiencies, such as the failure to generate a quality work product, or the failure to discharge work in a timely or efficient manner;
- B. To address minor violations of policy or workplace rules that may not have an immediate impact on productivity, efficiency, or safety but that cannot be tolerated if repeated, such as the failure to report to duty on time; and,
- C. To address acts of misconduct and/or major policy or rules violations.

Depending on the area of concern, the College Administration ordinarily will employ progressive discipline. Progressive discipline is a series of supervisory actions, corrective in nature, designed to improve job performance or behavior and to assist employees with complying with departmental processes, College policies and procedures, and supervisory directives. The College Administration's objective is to identify the area of concern; to provide the employee with information, directives, or guidance regarding the leader's expectations; and to engage in appropriate follow-up to determine whether the employee is meeting expectations.

Appropriate action will be determined based on the nature of the conduct; the severity, frequency, and degree of deviation from expectations; whether the employee's conduct is part of a pattern; whether the conduct is of such a nature that an opportunity for remediation would be reasonable; and whether the employee previously was given an opportunity to address the area of concern. The leader also must consider whether a particular course of action is in the best interest of the College and its students.

Examples of developmental actions may include, but are not limited to, the following:

- A. Counseling and coaching.

- B. Written reminders regarding expectations, rules, procedures and/or deadlines (letter of expectations).

Examples of disciplinary actions may include, but are not limited to, the following:

- A. Corrective Action Notice identifying areas of improvement and a statement of consequences;
- B. Final Corrective Action Notice with a statement of consequences if expectations are not met, and the employee may not apply for other positions within the College;
- C. Disciplinary suspension; demotion; and,
- D. Termination.

NOTE: All terminations and suspensions must be approved by the Chancellor after approval from the leadership team and communications with the Human Resources, Employee Relations.

Job Abandonment / Voluntary Resignation

An employee who is absent for three (3) consecutive scheduled workdays without approval and without notifying their leader (No Call / No Show), is considered to have abandoned their job. This applies to an employee during the normal course of employment, as well as the scheduled return from vacation or leave of absence.

The College may consider extenuating circumstances when evaluating a No Call / No Show. For instance, if the employee is in a serious accident and not able to notify leadership, the College has the right to exercise discretion.

NOTE: Under Policy IV.4003.D, resignations must be accepted in writing by the Chancellor, SLT member, or a designated senior administrator who is a direct report to the Chancellor or SLT member.

Violations of Sections 51.3525(b) of the Texas Education Code

An employee may be disciplined for violating [Section 51.3525 of the Texas Education Code](#), which prohibits certain policies, employment practices, training programs, and other college activities that (i) provide or promote differential treatment, preferences, or special benefits based on race, color, ethnicity, gender identity, or sexual orientation, unless required by law and approved in accordance with Section 51.3525 or (ii) mandate training programs designed or implemented in reference to race, color, ethnicity, gender identity, or sexual orientation, unless required by law and approved in accordance with Section 51.3525. As stated above, depending on the circumstances, the leader may utilize progressive discipline. As may be appropriate to the circumstances, the leader may consider whether the violation is isolated and inadvertent, whether the violation can be remedied through counseling or training, whether the violation is intentional

or willful, whether the employee previously was warned not to engage in the conduct, and/or whether the violation is part of a pattern of conduct.

Summary

Although progressive corrective action will be employed in most instances, nothing in this procedure precludes the College from implementing an immediate termination or other discipline without first pursuing progressive measures.

The responsible leader or administrator, in conjunction with Human Resources, Employee Relations, will determine whether certain performance deficiencies or acts of misconduct warrant measures outside of progressive discipline.

Date of SLT Approval	September 25, 2023
Effective Date	Anticipated November 7, 2023
Associated Policy	Policy IV.4002.E, Employee Performance Counseling and Corrective Action
Primary Owner of Policy Associated with the Procedure	Vice Chancellor, Human Resources, Organizational and Talent Effectiveness
Secondary Owner of Policy Associated with the Procedure	Vice President, Human Resources

**SAN JACINTO COMMUNITY COLLEGE DISTRICT
PURCHASE RECAP
October 2, 2023**

PURCHASE REQUESTS AND CONTRACT RENEWALS		
<i>Purchase Requests</i>	<i>Page No.</i>	<i>Amounts</i>
Purchase Request #1		
Consideration of Approval of Additional Funds for Asphalt and Concrete Paving and Parking Lot Striping Services	2	\$ 1,000,000
 Purchase Request #2		
Consideration of Approval of Additional Funds for Talent Management Software	3	365,721
 TOTAL OF PURCHASE REQUESTS		<u>\$ 1,365,721</u>

Purchase Request #1
Regular Board Meeting October 2, 2023
Consideration of Approval of Additional Funds for Asphalt and Concrete
Paving and Parking Lot Striping Services

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the expenditure of additional funds for the purchase of asphalt and concrete paving and parking lot striping services from RMB Management LLC dba Corestone Construction Services (Corestone) for facilities services department.

BACKGROUND

This additional funding requested is due to increased repair activity related to the current drought and anticipated spending for pavement life extension services. An assessment was conducted throughout the North Campus paved areas to verify conditions and prevent premature pavement failures. A deferred maintenance project has been added to execute pavement preservation measures throughout North Campus.

A request for proposal, Project Number 19-13, was issued in January 2019 to procure asphalt and concrete paving, and parking lot striping services for the facilities services department. The Board approved a contract with Corestone in April 2019.

IMPACT OF THIS ACTION

Approval of this action will improve safety and extend the life of existing pavements.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

In April 2023, the Board approved an expenditure of \$200,000 for asphalt and concrete paving, and parking lot striping services. This request will increase the total amount approved by \$1,000,000 to a total of \$1,200,000. This expenditure for pavement life extension will be funded from 2015 Bond Program deferred maintenance, and regular repairs will be funded from facilities services department's 2023-2024 operating budget.

MONITORING AND REPORTING TIMELINE

The current and final term of this contract is April 9, 2023, through April 8, 2024. A solicitation will be issued later this year for a new contract award.

ATTACHMENTS

None

RESOURCE PERSONNEL

Chuck Smith	281-998-6341	charles.smith@sjcd.edu
Bryan Jones	281-998-6343	bryan.jones@sjcd.edu
Genie Freeman-Scholes	281-998-6349	genevieve.scholes@sjcd.edu

Purchase Request #2
Regular Board Meeting October 2, 2023

Consideration of Approval of Additional Funds for Talent Management Software

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve the expenditure of additional funds for the purchase of talent management software from Cornerstone OnDemand for the human resources department.

BACKGROUND

Cornerstone OnDemand is a provider of software services which provides talent management functionality in performance, learning, recruiting, and onboarding in accordance with the College's strategic goals. In August 2023, the Board of Trustees approved the annual purchase of the system renewal; however, this additional funding request will allow the College to lock-in negotiated pricing for three years.

Cornerstone OnDemand has a contract through the Texas Department of Information Resources (DIR) cooperative contracts program to provide talent management software, contract DIR-CPO-5036, which complies with competitive procurement in Texas Education Code §44.031 and is permitted through Texas Government Code §791.001(g).

IMPACT OF THIS ACTION

The Cornerstone technology platform supports the College's philosophy for recruiting, retaining, and motivating our employees in a learning organization. By approving this new contract term, the College will continue to provide professional development opportunities to full-time and part-time faculty and staff. The College can also create learning plans and maintain the learning history for all employees. In addition, the platform provides recruitment and onboarding capabilities with its applicant tracking system and meets the College performance standards through its performance module which includes both goals and performance tasks. The system can integrate to the Banner ERP through Ethos APIs, as Cornerstone is a partner of Ellucian.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

In August 2023, the Board approved an expenditure of \$200,000 for talent management software. This request will increase the total amount approved by \$365,721 to a total of \$565,721. This expenditure for talent management software will be funded from information technology services (ITS) department 2023-2024 operating budget and subsequent year budgets.

MONITORING AND REPORTING TIMELINE

The three-year term will commence on October 1, 2023, through September 30, 2026.

ATTACHMENTS

None

Purchase Request #2
Regular Board Meeting October 2, 2023

Consideration of Approval of Additional Funds for Talent Management Software

RESOURCE PERSONNEL

Rob Stanicic	281-929-4673	rob.stanicic@sjcd.edu
Sandra Ramirez	281-991-2648	sandra.ramirez@sjcd.edu
Suzanne DeBlanc	281-998-6360	suzanne.deblanc@sjcd.edu
Shanna Dement	281-998-6330	shanna.dement@sjcd.edu
Karen Allen	281-998-6106	karen.allen@sjcd.edu

Item "A"
Regular Board Meeting October 2, 2023

Approval of the Minutes for the September 11, 2023, Workshop and Regular Board Meeting

RECOMMENDATION

The Chancellor requests that the Board of Trustees approve the minutes for the September 11, 2023, Workshop and Regular Board Meeting.

San Jacinto College District Board Workshop September 11, 2023

The Board of Trustees of the San Jacinto Community College District met for a Board Workshop at 4:45 p.m., Monday, September 11, 2023, in Room 201 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas.

MINUTES

	Board Workshop Attendees:	Board Members: Marie Flickinger, Dr. Michelle Cantú-Wilson, Erica Davis Rouse, Dan Mims, John Moon, Jr. Keith Sinor, Larry Wilson Chancellor: Brenda Hellyer Other: Lisa Brown (Attorney) Sandra Ramirez, Mandi Reiland, Teri Zamora, Micki Morris (Attorney – via conference call)
	Agenda Item:	Discussion/Information
I.	Call the Meeting to Order	Chair Flickinger called the workshop to order at 4:52 p.m.
II.	Roll Call of Board Members	Board Chair Flickinger conducted a roll call of the Board members: Dr. Michelle Cantú-Wilson Erica Davis Rouse, Assistant Secretary Marie Flickinger, Chair Dan Mims John Moon, Jr., Vice Chair Keith Sinor, Secretary Larry Wilson *Roll call of Board members occurred after the workshop was reconvened into open session, but all members were present at the start of the workshop.
III.	Adjournment to closed or executive session pursuant to Texas Government Code Section 551.071 and 551.074 of the Texas Open	Chair Flickinger adjourned to closed session at 4:53 p.m. The Board members listed above as attending and Chancellor Brenda Hellyer were present for the closed session. Other attendees are noted below.

	Meetings Act, for the following purposes: Legal Matters and Personnel Matters	<p>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. Conference call with attorney, Micki Morris. In person consultation with attorney, Lisa Brown. Teri Zamora, Sandra Ramirez, and Mandi Reiland were present for this portion.</p> <p>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.</p> <ul style="list-style-type: none"> • It was determined after the time of posting that there were no personnel matters to discuss.
IV.	Reconvene in Open Meeting	Chair Flickinger reconvened to open meeting at 7:11 p.m.
V.	Update on Next Steps for Adoption of Tax Rate	<p>Dr. Brenda Hellyer informed the Board members that they are being asked to approve the proposed tax rate and announce the date of the public hearing and adoption date, which will be October 2, 2023. There will be an action item during tonight’s Board meeting.</p> <p>Teri Zamora added that the date will be added to the College’s website once it is voted on and approved and will also be published in the newspaper.</p>
VI.	Review and Discussion of Annual Internal Audit Report and Plan	This item was tabled and postponed to October 2, 2023.
VII.	Update on Enrollment	Brenda provided an update on enrollment. The College’s enrollment is currently up 2.9 percent from last year in headcount. Enrollment is still lower than pre-COVID, but this is an improvement from previous post-COVID years. The College is significantly up in contact hours from last year and is slightly below pre-COVID numbers. She mentioned the Promise program contributed to the early enrollment trends experienced in July.
VIII.	Review Requests for Allocations from Existing 2015 Bond Contingency Funds	Brenda explained the request for allocations from existing 2015 Bond contingency funds is to transfer \$750,000 from the general contingency to fund costs related to the South

		<p>Campus Biotechnology program. Approximately \$500,000 is for renovations to classroom and lab space. This amount is higher than the original proposal previously discussed, due to additional utility needs. The remaining \$250,000 is for start-up program equipment. This transfer will leave \$16.6 million in the contingency.</p> <p>The Board members were comfortable with this plan.</p>
IX.	Review of Calendar	Brenda reviewed the calendar and asked the Board members to let Mandi Reiland know if they would like to attend any events.
X.	General Discussion of Meeting Items	The Board did not have any items in the Board book in need of discussion.
XI.	Adjournment	Chair Flickinger adjourned the meeting at 7:16 p.m.

**San Jacinto College District
Regular Board Meeting Minutes
September 11, 2023**

The Board of Trustees of the San Jacinto Community College District met at 7:00 p.m., Monday, September 11, 2023, in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas for a regularly scheduled Board Meeting.

Attendance

Present:

Members: Marie Flickinger, Dr. Michelle Cantú-Wilson, Erica Davis Rouse, Dan Mims, John Moon, Jr., Keith Sinor, Larry Wilson

Chancellor: Dr. Brenda Hellyer

Others Present

Present:

Members: Ian Allen, Karen Allen, Patrizio Amezcua, Bailey Aube, Azalia Barajas, Robert Cage, Katlynn Colquitt, Jacquelynn Conger, Teri Crawford, Kim DeLauro, Destry Dokes, Chris Duke, Flor Escatel, Teddy Farias, Amanda Fenwick, Kimi Fox, Elizabeth Garcia, Liz Garcia, Rachel Garcia, Sharon Gaspard, Scott Gernander, Kevin Hale, Damon Harris, Rosselle Helms, Bo Hopper, Carin Hutchins, Sallie Kay Janes, Matt Keim, Angela Klaus, Helen LaCour, Diep Le, Kristy McAuliffe, Dillon Miller, Kevin Morris, Deannervy Muankaew, Alexander Okwonna, Juan Pena, Ashley Powell, Scott Pruitt, JR Ragaisis, Mandi Reiland, Sherilyn Reynolds, Shelley Rinehart, Cainan Rodriguez, Mario Rodriguez, Genie Scholes, Taj Singh, Judith Skeelee, Chuck Smith, Jaelyn Stafford, Rob Stanicic, Ken Tidwell, Westley Trevino, Isaac Villarreal, Niki Whiteside, Van Wigginton, Chris Wild, Rhonda Williams, Laurel Williamson, Teri Zamora, Joanna Zimmermann

I. Call the Meeting to Order

Chair Flickinger called the regular meeting of the Board of Trustees to order at 7:23 p.m.

II. Roll Call of Board Members

Chair Flickinger conducted a roll call of the Board members:

Dr. Michelle Cantú-Wilson
Erica Davis Rouse, Assistant Secretary
Marie Flickinger, Chair
Dan Mims

John Moon, Jr., Vice Chair
Keith Sinor, Secretary
Larry Wilson

III. Invocation and Pledge to the Flags

The invocation was led by Dr. Alexander Okwonna. The pledges to the American flag and the Texas flag were led by Dr. Michelle Cantú-Wilson.

IV. Special Announcements, Recognitions, Introductions, and Presentations

1. Provosts Aaron Knight and Van Wigginton recognized the Future Business Leaders of America Collegiate Winners.
2. Teri Zamora recognized the Purchasing Department for receiving the 2023 Achievement of Excellence in Procurement Award.
3. Dr. Brenda Hellyer recognized the outgoing and incoming officers of the Faculty Senate, Staff Organization, and Administrative Organization.

V. Communications to the Board of Trustees

1. September Opportunity News
2. 2023 Honors Program Annual Report

VI. Public Comment

There were no citizens signed up to speak before the Board.

VII. Informative Reports to the Board

Chair Flickinger indicated such reports were available in the Board documents and online.

A. San Jacinto College Financial Statements

1. San Jacinto College Monthly Financial Statements July 2023
2. San Jacinto College Monthly Investment Report July 2023

B. San Jacinto College Foundation Financial Statements

C. Capital Improvement Program

VIII. Consideration of Approval of 2023 Proposed Tax Rate, Review of Final No-New-Revenue and Voter-Approval Tax Rate Calculations and Approve Date to Adopt Tax Rate

Motion 10299:

After the motion and second, Dr. Brenda Hellyer stated that the public hearing regarding the 2023 tax rate will be held on Monday, October 2, 2023, at 7 p.m. in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas. The San Jacinto Community College Board will vote to adopt the 2023 tax rate at

its regularly scheduled meeting on Monday, October 2, 2023, following the public hearing (at 7:00 p.m.) in Room 104 of the Thomas S. Sewell District Administration Building, 4624 Fairmont Parkway, Pasadena, Texas. The proposed tax rate of \$0.146195 is less than the voter-approval rate of \$0.150555, higher than the no-new-revenue rate of \$0.140269, and \$0.009451 cents less than the previous year's total tax rate.

Motion moved by Larry Wilson and motion seconded by Keith Sinor. Motion carried.

Yeas: Cantú-Wilson, Davis Rouse, Mims, Moon, Jr., Sinor, Wilson

Nays: None

IX. Consideration of Purchasing Requests

Motion 10300:

Motion moved by Erica Davis Rouse and motion seconded by Dan Mims. Motion carried.

Purchase Request #1

Consideration of Delegation of Authority to Contract for North Campus N.10 Roof Life Extension Project

\$400,000

Purchase Request #2

Consideration of Approval of Additional Funds for Labor Market Software

\$225,810

Purchase Request #3

Consideration of Approval to Purchase Upfitting for Police Vehicles

\$108,000

TOTAL OF PURCHASE REQUESTS \$733,810

Yeas: Cantú-Wilson, Davis Rouse, Mims, Moon, Jr., Sinor, Wilson

Nays: None

X. Consent Agenda

A. Approval of the Minutes for the August 7 2023, Workshop and Regular Board Meeting

B. Approval of the Minutes for the July 25, 2023, Board Strategic Planning Retreat

C. Approval of the Budget Transfers

D. Approval of Personnel Recommendations

E. Approval of the Affiliation Agreements

F. Approval of the Next Regularly Scheduled Meeting on October 2, 2023

Regular Board Meeting Minutes

September 11, 2023

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Motion 10301:

Motion moved by Dr. Michelle Cantú-Wilson and motion seconded by John Moon, Jr.
Motion carried.

Yeas: Cantú-Wilson, Davis Rouse, Mims, Moon, Jr., Sinor, Wilson

Nays: None

XI. Items for Discussion/Possible Action

There were no additional items discussed.

XII. Adjournment

Chair Flickinger adjourned the meeting at 7:42 p.m.

ADMINISTRATION RECOMMENDATION/REPORT

The administration recommends that the Board of Trustees approve budget transfers for August 2023 which have been made in accordance with appropriate 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, Public Service, 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 allows 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 – August 2023 Budget Transfers

RESOURCE PERSONNEL

Teri Zamora	281-998-6306	teri.zamora@sjcd.edu
Carin Hutchins	281-998-6109	carin.hutchins@sjcd.edu
Dianne Duron	281-998-6347	dianne.duron@sjcd.edu

SAN JACINTO COLLEGE DISTRICT
 Budget Transfers Related to Fiscal Year 2022-23
 for August 2023

ELEMENT OF COST	DEBIT	CREDIT
INSTRUCTION	\$ 90,583	\$ 149,681
PUBLIC SERVICE	\$ -	\$ -
ACADEMIC SUPPORT	\$ 15,859	\$ 61,983
STUDENT SERVICES	\$ 21,637	\$ 1,409
INSTITUTIONAL SUPPORT	\$ 96,643	\$ 48,450
PHYSICAL PLANT	\$ 36,800	\$ -
AUXILIARY ENTERPRISES	\$ -	\$ -
	\$ 261,524	\$ 261,524

RECOMMENDATION

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

South Campus

Department

Occupational Therapy Assistant

Affiliation Entity

Avilo Pediatric Wellness

Physical Therapy Assistant

Universal Physical Therapy Services, LLC

Central Campus

Department

Medical Imaging

Affiliation Entity

Radiology Imaging Staffing & Consulting
LLC (Affiliation Agreement)

Medical Imaging

Radiology Imaging Staffing & Consulting
LLC (Program Agreement)

Nursing

The Courtyards at Pasadena

RATIONALE

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

FISCAL IMPLICATIONS TO THE COLLEGE

N/A

CONTACT PERSONNEL

Daniel J. Snooks, Attorney

Laurel Williamson

281-998-6184

laurel.williamson@sjcd.edu

Item “E”
Regular Board Meeting October 2, 2023
Approval of the Next Regularly Scheduled Meeting

RECOMMENDATION

The next regularly scheduled meeting of the Board of Trustees will be Monday, November 6, 2023.